



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

**November 10, 2015**

**REGULAR MEETING – 6:00 PM**

**City Council Study Sessions**

First & Third Tuesdays of each month – 6:00 p.m.

**City Council Meetings**

Special Presentations – 5:30 P.M.

Second & Fourth Tuesdays of each month – 6:00 p.m.

**City Council Closed Session**

*Will be scheduled as needed at 4:30 p.m.*

City Hall Council Chamber – 14177 Frederick Street

*Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Guy Pegan, ADA Coordinator, at 951.413.3120 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.*

Dr. Yxstian A. Gutierrez, Mayor Pro Tem  
Jeffrey J. Giba, Council Member

Jesse L. Molina, Mayor

George E. Price, Council Member  
D. LaDonna Jempson, Council Member

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

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

**REGULAR MEETING – 6:00 PM  
NOVEMBER 10, 2015**

**CALL TO ORDER**

Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item.

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

Bishop Theron Lyon, The Church of Jesus Christ of Latter-day Saints

**ROLL CALL**

**INTRODUCTIONS**

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

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Sergeant at Arms. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council.

**JOINT CONSENT CALENDARS (SECTIONS A-D)**

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

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

#### **A. CONSENT CALENDAR-CITY COUNCIL**

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

**Recommendation:** Waive reading of all Ordinances.

- A.2. MINUTES - CITY COUNCIL - REGULAR MEETING - OCT 27, 2015 6:00 PM

**Recommendation:** Approve as submitted.

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

**Recommendation:**

1. Receive and file the Reports on Reimbursable Activities for the period of October 21 – November 3, 2015.

- A.4. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

**Recommendation:**

1. Ratify the list of personnel changes as described.

- A.5. APPROVAL OF RESOLUTION FOR PARTICIPATION WITH THE COUNTY OF RIVERSIDE MORTGAGE CREDIT CERTIFICATE (MCC) PROGRAM (Report of: Financial & Management Services)

**Recommendation:**

1. Adopt Resolution No. 2015-73. A Resolution of the City Council of the City of Moreno Valley, California, participating with the County of Riverside Mortgage Credit Certificate (MCC) Program.

- A.6. APPROVAL OF CONSENT AND AGREEMENT, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT, AND INTER-CREDITOR AND SUBORDINATION AGREEMENT AMONG SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (SCPPA), POWER AND WATER RESOURCES POOLING AUTHORITY (PWRPA), AND THE CITIES OF LODI, CORONA, MORENO VALLEY, AND RANCHO CUCAMONGA (COLLECTIVELY, THE CONTRACTING PARTIES), AND RE ASTORIA 2 LLC (PROJECT COMPANY), DEUTSCHE BANK TRUST COMPANY

AMERICAS (COLLATERAL AGENT) AND EFS RENEWABLES HOLDINGS, LLC (CLASS A MEMBER) (Report of: Financial & Management Services)

**Recommendations:**

1. Approve the Consent and Agreement, Non-Disturbance and Attornment Agreement, and Inter-Creditor and Subordination Agreement among SCPPA, PWRPA, City of Lodi, City of Corona, City of Moreno Valley, and City of Rancho Cucamonga and RE Astoria 2 LLC, Deutsche Bank Trust Company Americas, and EFS Renewable Holdings, LLC to finance construction of the Astoria 2 Solar Project.
2. Authorize the City Manager to execute all Agreements on behalf of the City upon City Attorney concurrence and approval.

A.7. APPROVAL OF AN APPROPRIATION OF \$98,000 FOR THE PURCHASE OF SECURITY CAMERAS, STORAGE, AND TRANSMISSION EQUIPMENT FOR THE CITY CORPORATE YARD (Report of: Public Works)

**Recommendation:**

1. Staff recommends that the City Council approve an appropriation of \$98,000 and the related budget adjustments for the purchase of security cameras, storage, and transmission equipment for the City Corporate Yard.

A.8. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2015 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Quarterly Investment Report for quarter ended September 30, 2015, in compliance with the City's Investment Policy.

A.9. APPROVAL OF OPERATING AND CAPITAL CARRYOVERS FROM FISCAL YEAR 2014/15 (Report of: Financial & Management Services)

**Recommendation:**

1. Adopt Resolution No. 2015-74. A Resolution of the City Council of the City of Moreno Valley, California, adopting the revised operating and capital budgets for fiscal year 2015/16.

A.10. LEGISLATIVE ADVOCACY PLATFORM (Report of: City Manager)

**Recommendation:**

1. Approve the proposed City Legislative Platform for 2016.

- A.11. APPROVE INTEGRATED RESOURCE PLAN UPDATE FOR MORENO VALLEY UTILITY (MVU) FOR FISCAL YEAR 2015/2016 (Report of: Financial & Management Services)

**Recommendation:**

1. Approve the Fiscal Year 2015/2016 update to Moreno Valley Utility's Integrated Resource Plan.

- A.12. APPROVE THE FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH AECOM TECHNICAL ENGINEERING FOR THE PERRIS BOULEVARD WIDENING FROM IRONWOOD AVENUE TO MANZANITA AVENUE PROJECT NO. 801 0024 70 77 (Report of: Public Works)

**Recommendations:**

1. Approve the appropriation of \$186,000 from the unencumbered TUMF Capital Projects fund balance to the Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue project.
2. Approve the Fourth Amendment to Agreement for Professional Consultant Services with AECOM Technical Services, Inc. (AECOM), 901 Via Piemonte, 5<sup>th</sup> Floor, Ontario, CA 91764 to provide additional construction support, technical engineering, and project closeout services to the Capital Projects Division of the Public Works Department for the Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue.
3. Authorize the City Manager to execute the Fourth Amendment to Agreement for Professional Consultant Services with AECOM.
4. Authorize a Change Order to increase the existing Purchase Order with AECOM for the amount of \$55,096 when the Fourth Amendment has been signed by all parties.

**B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT**

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

**Recommendation:** Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF OCTOBER 27, 2015 (See A.2)

**Recommendation:** Approve as submitted.

B.3. APPROVAL OF OPERATING AND CAPITAL CARRYOVERS FROM FISCAL YEAR 2014/15 (Report of: Financial & Management Services)

**Recommendation:**

1. Adopt Resolution No. CSD 2015-33. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, adopting the revised operating and capital budgets for fiscal year 2015/16.

**C. CONSENT CALENDAR - HOUSING AUTHORITY**

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

**Recommendation:** Waive reading of all Ordinances.

- C.2. MINUTES - REGULAR MEETING OF OCTOBER 27, 2015 (See A.2)

**Recommendation:** Approve as submitted.

**D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES**

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

**Recommendation:** Waive reading of all Ordinances.

- D.2. MINUTES - REGULAR MEETING OF OCTOBER 27, 2015 (See A.2)

**Recommendation:** Approve as submitted.

**E. PUBLIC HEARINGS**

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

Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

- E.1. A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF PA13-0002, TENTATIVE PARCEL MAP 36522, TO COMBINE 5 LOTS INTO ONE 9.5 ACRE PARCEL AND P12-051 A MASTER SITE PLAN AND AMENDED CONDITIONAL USE PERMIT FOR THE FUTURE PHASED BUILDOUT OF THE ST. CHRISTOPHER CHURCH FACILITY LOCATED ON THE SOUTHEAST CORNER OF PERRIS BOULEVARD AT COTTONWOOD AVENUE. THE APPELLANT IS ROY BLECKERT. (Report of: Community Development)

**Recommendations: That the City Council:**

1. Grant the Appellant and the Applicant's request that the public hearing on this project be continued to December 1, 2015, City Council meeting to allow the opportunity for a mediation meeting between the two parties in an effort come to an amicable resolution. Please see the attached emails received the week of November 2, 2015. (Attachments 18 and 19).

**E.2. PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDINGS (Report of: Public Works)**

**Recommendations: That the City Council:**

1. Conduct the Public Hearing and accept public testimony regarding the mail ballot proceedings for 1) Villa Camille, LP (PA14-0042 - 112-Unit Apartment Complex - southeast corner of Eucalyptus Ave. and Edgemont St.), 2) Les Schwab Tires (PA14-0061 - east side of Perris Blvd., north of Fir Ave.), 3) Exclusive Towing (PA11-0043 - north side of San Michele Rd., west of Perris Blvd.), 4) FR Cal Moreno Valley (P14-084 - Nandina Building A - southeast of Heacock St. and San Michele Rd.), and 5) Tentative Tract 31592 (P13-078 - east of Perris Blvd., north of Manzanita Ave.) for approval of the applicable National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate to be applied to the property tax bill.
2. Direct the City Clerk to count the returned NPDES ballots.
3. Verify and accept the results of the mail ballot proceedings as maintained by the City Clerk on the Official Tally Sheet.
4. Receive and file the Official Tally Sheet with the City Clerk's office.
5. If approved, authorize and impose the applicable NPDES maximum regulatory rate to the Assessor's Parcel Numbers mentioned in this report.

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

**G. REPORTS**

**G.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES**

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

Southern California Association of Governments (SCAG)

G.2. EMERGING LEADERS COUNCIL ANNUAL REPORT (ORAL PRESENTATION) (Report of: City Clerk)

G.3. ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC FINANCING AUTHORITY OF NOT TO EXCEED \$11,000,000 AGGREGATE PRINCIPAL AMOUNT OF LEASE REVENUE BONDS, SERIES 2015 TO FINANCE CERTAIN CAPITAL IMPROVEMENTS; APPROVING THE FORMS OF A MASTER TRUST AGREEMENT, AUTHORIZING EXECUTION AND DELIVERY OF A MASTER FACILITIES LEASE, A MASTER FACILITIES SUBLEASE AND A BOND PURCHASE AGREEMENT; APPROVING FORM OF OFFICIAL STATEMENT; AND AUTHORIZING EXECUTION OF DOCUMENTS AND THE TAKING OF ALL NECESSARY ACTIONS RELATING TO THE FINANCING WITH THE MORENO VALLEY PUBLIC FINANCING AUTHORITY (ITEM WAS TABLED TO A DATE UNCERTAIN ON JULY 14, 2015) (Report of: Financial & Management Services)

**Recommendations: That the City Council:**

1. Adopt Resolution No. 2015-55. A Resolution of the City Council of the City of Moreno Valley Approving the Issuance by the Moreno Valley Public Financing Authority of Not to Exceed \$11,000,000 Aggregate Principal Amount of Lease Revenue Bonds, Series 2015 to Finance Certain Capital Improvements; Authorizing Execution and Delivery of a Master Facilities Lease, a Master Facilities Sublease and a Bond Purchase Agreement; Approving Form of Official Statement; and Authorizing Execution of Documents and the Taking of All Necessary Actions Relating to the Financing with the Moreno Valley Public Financing Authority.
2. Adopt Resolution No. MVPFA 2015-01. A Resolution Authorizing the Issuance and Sale of Lease Revenue Bonds to Finance Certain Capital Facilities; Approving the Forms of a Master Trust Agreement, a



Master Facilities Lease, a Master Facilities Sublease and a Bond Purchase Agreement; Approving an Official Statement Describing Said Bonds; and Authorizing Execution of Documents and the Taking of All Necessary Actions Relating to the Issuance of the Bond.

3. Approve the budget amendment detailed in the fiscal impact section of this report, including authorizing the receipt and expenditure of the debt proceeds and the project funds; and directing and authorizing staff to repay the General Fund from Moreno Valley Public Utility for the purchase of land (\$489,000).

**G.4. APPOINTMENT TO THE ARTS COMMISSION - TEENAGE MEMBER**  
(Report of: City Clerk)

**Recommendations: That the City Council:**

1. Appoint Ian McPherson to the Arts Commission as a teenage member with a term expiring three years after the effective date of appointment, or until high school graduation, whichever comes first.
2. If vacancy is not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the position as vacant and carry over the current application for reconsideration of appointment at a future date.

**G.5. CITY MANAGER'S REPORT**

(Informational Oral Presentation - not for Council action)

**G.6. CITY ATTORNEY'S REPORT**

(Informational Oral Presentation - not for Council action)

**H. LEGISLATIVE ACTIONS**

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

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

**H.3. ORDINANCES - URGENCY ORDINANCES - NONE**

**H.4. RESOLUTIONS - NONE**

**CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY**

**PUBLIC INSPECTION**

The contents of the agenda packet are available for public inspection on the City's

website at [www.moval.org](http://www.moval.org) and in the City Clerk's office at 14177 Frederick Street during normal business hours.

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

## **ADJOURNMENT**

**CERTIFICATION**

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that 72 hours prior to this Regular Meeting, the City Council Agenda was posted on the City's website at: [www.moval.org](http://www.moval.org) and in the following three public places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley  
14177 Frederick Street

Moreno Valley Library  
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center  
25075 Fir Avenue

Jane Halstead, CMC,  
City Clerk

Date Posted:

**MINUTES**  
**CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY**  
**October 27, 2015**

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

**SPECIAL PRESENTATIONS**

1. Proclamation Recognizing Carolyn Syms Luna, Executive Director, Riverside County Habitat Conservation Agency (RCHCA)
2. Proclamation Recognizing Kim Carter, Executive Director, Time for Change Foundation – 2015 CNN Hero
3. Proclamation Recognizing March Air Reserve Base

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

**REGULAR MEETING – 6:00 PM  
October 27, 2015**

**CALL TO ORDER**

Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees – was called to order at 6:17 p.m. by Mayor Molina in the Council Chamber located at 14177 Frederick Street.

The Mayor announced the City Council receives a separate stipend for CSD.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Frank Wright.

**INVOCATION**

The invocation was given by Apostle Duane Spencer, End Time Ministries.

**ROLL CALL**

Council:	Jesse L. Molina	Mayor
	Dr. Yxstian A. Gutierrez	Mayor Pro Tem
	Jeffrey J. Giba	Council Member
	D. LaDonna Jempson	Council Member
	George E. Price	Council Member

**INTRODUCTIONS**

Staff:	Michelle Dawson	City Manager
	Steve Quintanilla	Interim City Attorney
	Jane Halstead	City Clerk
	Richard Teichert	Chief Financial Officer
	Thomas M. DeSantis	Assistant City Manager
	Ahmad Ansari	Public Works Director/City Engineer
	Joel Ontiveros	Police Chief
	Abdul Ahmad	Fire Chief
	Chris Paxton	Administrative Services Director

Minutes Acceptance: Minutes of Oct 27, 2015 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Betsy Adams  
Mike Lee  
Allen Brock

Parks & Community Services Director  
Economic Development Director  
Community Development Director

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

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council. The Mayor announced there would be thirty minutes of Public Comment.

Public comments were given by the following individuals:

Donovan Saadiq

1. Edgemont Neighborhood
2. Animal Shelter
3. Meeting with Rick Teichert

Robert Perez

1. Edgemont infrastructure

Joann Stephan

1. Crossing Guards

Louise Palomarez

1. Crossing Guards

Christopher Baca

1. Minimum wage issues
2. Abuse of warehouse workers
3. Payday loans
4. Massage parlors
5. Smoke shops
6. Gun safety

Rafael Brugueras

1. Signatures on World Logistic Center Initiative
2. Clean-up of Edgemont
3. Moreno Valley young city

Pete Bleckert

1. Arnold Heights

## 2. Fisher Road

## JOINT CONSENT CALENDARS (SECTIONS A-D)

Motion to approve the Consent Calendars Items A.1 through D.2 with the exception of item B.3 which was moved to Reports after item G.4.

Mayor Molina opened the agenda item for public comments, which were received from Chris Baca.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	D. LaDonna Jempson, Council Member
<b>SECONDER:</b>	Dr. Yxstian A. Gutierrez, Mayor Pro Tem
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson, Price

**A. CONSENT CALENDAR-CITY COUNCIL**

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

**Recommendation:** Waive reading of all Ordinances.

- A.2. City Council - Regular Meeting - Oct 13, 2015 6:00 PM

**Recommendation:** Approve as submitted.

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

**Recommendation:**

1. Receive and file the Reports on Reimbursable Activities for the period of October 7 - 20, 2015.

- A.4. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE FOURTH AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE FOR THE RIVERSIDE SUPERIOR COURT CASE ENTITLED RADOS, ET AL. V. CITY OF MORENO VALLEY (Report of: Public Works)

**Recommendation:**

1. Approve and Authorize the City Manager to sign the Fourth Amendment to the Settlement Agreement in the case Rados, et al. v. City of Moreno Valley (Riverside Superior Court Case No. RIC 425623) subject to review and approval in its final form by the Interim City Attorney.

A.5. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2015/2016 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Fiscal Year 2015/2016 Council Discretionary Expenditure Reports as of August 31, 2015.

A.6. AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO ROSENOW SPEVACEK GROUP INC. FOR ANNUAL COMPLIANCE MONITORING OF THE AFFORDABLE HOUSING INVENTORY (Report of: Financial & Management Services)

**Recommendations: That the City Council acting as the Successor Agency and Housing Authority:**

1. Approve the Agreement for Professional Consultant Services with Rosenow Spevacek Group Inc. (RSG) to provide Affordable Housing Compliance Services for the City of Moreno Valley's affordable housing portfolio.
2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with RSG.
3. Authorize the issuance of purchase orders for service beginning once the Agreement has been fully executed in the not-to-exceed (NTE) amount of \$87,800.
4. Authorize the City Manager to execute any subsequent related Amendments to the Agreement, including the authority to authorize associated Purchase Orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

A.7. PURSUANT TO A LANDOWNER PETITION, ANNEX ASSESSOR'S PARCEL NUMBERS ASSOCIATED WITH FR CAL MORENO VALLEY (P14-084 - NANDINA BUILDING A - SOUTHEAST OF HEACOCK ST. AND SAN MICHELE RD.) INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) — AS AMENDMENT NO. 7 (Report of: Public Works)

**Recommendation:**

1. That the City Council acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services) approve and adopt Resolution No. 2015-69. A Resolution of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01



(Maintenance Services) and approving the amended map for said district.

- A.8. APPROVE 2016 ANNUAL SYSTEM RESOURCE ADEQUACY PLAN FOR MORENO VALLEY ELECTRIC UTILITY (MVU) (Report of: Financial & Management Services)

**Recommendation:**

1. Approve the Annual System Resource Adequacy Plan for 2016.

- A.9. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

**Recommendation:**

1. Ratify the list of personnel changes as described.

**B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT**

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

**Recommendation:** Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF OCTOBER 13, 2015 (See A.2)

**Recommendation:** Approve as submitted.

- B.3. Agenda Item B.3 was moved to Reports after G.4.

Agenda Item B.3 was moved to Reports after G.4.

**C. CONSENT CALENDAR - HOUSING AUTHORITY**

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

**Recommendation:** Waive reading of all Ordinances.

- C.2. MINUTES - REGULAR MEETING OF OCTOBER 13, 2015 (See A.2)

**Recommendation:** Approve as submitted.

**D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES**

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

**Recommendation:** Waive reading of all Ordinances.

- D.2. MINUTES - REGULAR MEETING OF OCTOBER 13, 2015 (See A.2)

**Recommendation:** Approve as submitted.

#### **E. PUBLIC HEARINGS - NONE**

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

Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

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

None

#### **G. REPORTS**

##### **G.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES**

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Council Member Giba gave the update from the October 21 March Joint Powers Commission meeting held at 8:30 a.m.

The JPA passed resolution #JPA15-23 authorizing staff to continue negotiations on a 7.75 acre property to be leased to March Veterans Village, LP and set a date for the item to return to the JPA for review on November 4th. I requested that the JPA send a "good neighbor" letter addressed to the Moreno Valley City Manager, Michelle Dawson, to provide an update on the project's progress.

The JPA Director reported that a Senator from Mexico visited the airport to further explore trade opportunities such as shipping seafood and a consultant will be hired to review the possibilities. She also invited everyone to attend the groundbreaking of the March Veterans Village on November 9, at 10 a.m.

Mayor Molina invited the public to attend the Southwest Veterans Business Resource Center's Small Business Summit on November 4, at the Moreno Valley Conference & Recreation Center.

Announced and invited the public to attend a Municipal Finance workshop to take place on November 21.

#### Riverside County Habitat Conservation Agency (RCHCA)

No report

#### Riverside County Transportation Commission (RCTC)

Mayor Molina reported on the share of TUMP fees, need to bring jobs to Moreno Valley, ideal employment with people that we export out should be 10%, Testing of trains on the new Metrolink Perris Valley Line has begun and the system will be operational in December. In response to the new train activity, RCTC, in collaboration with Operation Lifesaver, has launched a new safety campaign to emphasize the following messages:

- Cross only at designated crossings, look both ways, and cross the tracks without stopping.
- Never race a train to the crossing - even if you tie, you lose.
- The train you see is closer and moving faster than you think. If you see a train approaching, wait for it to pass before you proceed across the tracks.
- Be aware that trains cannot stop quickly. Even if the locomotive engineer sees you, a freight train moving at 55 miles per hour can take a mile or more to stop once the emergency brakes are applied.
- Never drive or walk around lowered gates - it is illegal and deadly. If you suspect a signal is malfunctioning, call the 1-800 number posted on or near the crossing signal or your local law enforcement agency.
- Do not get trapped on the tracks. Proceed across a highway-rail grade crossing only if you are sure you can completely clear the crossing without stopping. If your vehicle stalls on a track with a train coming, get out immediately.

#### Riverside Transit Agency (RTA)

Mayor Molina reported at the October 22nd meeting, the Board authorized staff to submit a Federal Transit Administration grant in support of planning efforts for an enhanced multi-modal transit facility near the Vine Street Metrolink station. The site will enhance connectivity between other modes of transportation such as Metrolink, Omnitrans, SunLine, Megabus, bicycling, and walking.

Additionally, the Board awarded a contract to SimplexGrinnell for surveillance camera upgrades at the Riverside, Hemet, and Corona transit centers to enhance safety for all users of the transit system. That is going to go across all the bus stations. We have a pretty safe city.

#### Western Riverside Council of Governments (WRCOG)

Council Member Giba reported there would be no meeting until next month, but

did report that Ruthanne Taylor Berger with WRCOG would be retiring in December.

#### Western Riverside County Regional Conservation Authority (RCA)

Council Member Jempson reported the agency meets on the first Monday, but has been canceled until December.

Council Member Price reported Carolyn Syms Luna, Executive Director, Riverside County Habitat Conservation Agency is retiring after 16 years and has done a terrific job. Thanked her for her dedicated years of service for the County.

#### School District/City Joint Task Force

Mayor Pro Tem Dr. Gutierrez reported at October 15 meeting, the Joint Task Force was provided with a presentation by the Moreno Valley Unified School District on the conceptual design for the proposed athletic school stadium project at Canyon Springs High School. After the presentation there was an opportunity for questions and discussion.

Additionally, the Joint Task Force received brief agency updates by the agencies present in the meeting.

The Joint Task Force deferred to the November meeting a presentation on the Cooperative Agreement for El Niño Response.

#### Southern California Association of Governments (SCAG)

Council Member Giba reported there would be a meeting on November 5 and invited the public to attend. Southern California Association of Governments, Executive Director Hasan Ikhata would be doing a presentation at the upcoming Study Session.

### G.2. PLANNING COMMISSION ANNUAL REPORT (ORAL PRESENTATION) (Report of: City Clerk)

Chair Brian Lowell gave the annual Planning Commission report.

Mayor Molina opened the agenda item for public comments, there being none, public comments were closed.

### G.3. RESOLUTION AMENDING THE RULES OF PROCEDURE FOR COUNCIL MEETINGS TO PROVIDE ADDITIONAL TIME FOR PUBLIC REVIEW OF AGENDA MATERIALS (Report of: City Manager)

Mayor Molina opened the agenda item for public comments, which were received from Roy Bleckert, Christopher Baca, and Tom Jerele, Sr.

Approve Resolution No. 2015-70 to include language stating the following: if an urgent item should be added to the City Council's Regular Meeting Agenda and after the Agenda has been posted, said item to be added to the Regular Meeting Agenda only with the consent of a total of three Council Members; delivery of the agenda to City Council and made available to the public no later than 12 days preceding the Tuesday meeting; and the agenda shall be posted at least 12 days prior to the time scheduled for the meeting.

This shall be effective December 1, 2015.

**Recommendations: That the City Council:**

1. Adopt Resolution No. 2015-70. A Resolution of the City Council of the City of Moreno Valley, California, Amending the Adopted Rules of Procedure for City Council Meetings and Related Functions and Activities by Requiring the Posting of Agenda Materials in Advance of Regularly Scheduled City Council Meetings, to reflect the period of time as determined by the City Council.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Jesse L. Molina, Mayor
<b>SECONDER:</b>	Dr. Yxstian A. Gutierrez, Mayor Pro Tem
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson, Price

**G.4. PROPOSED CHANGE IN REGULARLY SCHEDULED DAYS FOR REGULAR MEETINGS AND STUDY SESSIONS OF THE CITY COUNCIL AND AFFILIATED LEGISLATIVE BODIES (Report of: City Attorney)**

Mayor Molina opened the agenda item for public comments, which were received from Roy Bleckert, Christopher Baca and Tom Jerele, Sr.

Council Member Jempson stated the Special Presentations needed to be included with Regular Meeting rules.

This proposed schedule shall be effective December 1, 2015.

**Recommendations: That the City Council:**

**That pursuant to City Council direction at a prior Study Session, the City Council:**

1. Adopt Resolution No. 2015-71. A Resolution of the City Council of the City of Moreno Valley, California, Amending the Rules of Procedure for Council Meetings and Related Functions and Activities, changing the schedule of Regular Meetings from the Second (2<sup>nd</sup>) and Fourth (4<sup>th</sup>) Tuesdays or each month to the First (1<sup>st</sup>) and Third (3<sup>rd</sup>) Tuesdays of each month, eliminating the second Regular Study

Session of each month and moving the remaining first Regular Study Session from the First (1<sup>st</sup>) Tuesday or each month to Second (2<sup>nd</sup>) Tuesday of each month for the purpose of eliminating the current conflict between the Moreno Valley City Council and Moreno Valley School District Board of Education Regular Meetings schedules.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Dr. Yxstian A. Gutierrez, Mayor Pro Tem
<b>SECONDER:</b>	D. LaDonna Jempson, Council Member
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson, Price

B.3 2015-93 : DECLARING INTENTION TO ANNEX TENTATIVE TRACT 31592 (LOCATED ON THE EAST SIDE OF PERRIS BLVD. NORTH O (Report of: Public Works)

Mayor Molina opened the agenda item for public comments, there being none, public comments were closed.

Resolution No. 2015-31 was amended to reflect December 1, 2015 as the public hearing date.

**Recommendations: That the CSD:**

1. Acting as the legislative body of Community Facilities District No. 1 (Park Maintenance) approve and adopt Resolution No. CSD 2015-31. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Annex Territory (Tentative Tract 31592) to its Community Facilities District No. 1 (Park Maintenance).

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	D. LaDonna Jempson, Council Member
<b>SECONDER:</b>	Dr. Yxstian A. Gutierrez, Mayor Pro Tem
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson, Price

G.5. AMENDMENT TO THE POLICY FOR CONDUCTING MAIL BALLOT PROCEEDINGS (Report of: Public Works)

Mayor Molina opened the agenda item for public comments; there being none, public comments were closed.

**Recommendations: That the City Council and CSD:**

1. Staff recommends the Mayor and Members of the Moreno Valley City Council approve and adopt Resolution No. 2015-72. A Resolution of the City of Moreno Valley, California, to amend Legislative Policy #1.12, Policy For Conducting Mail Ballot Proceedings.

2. Staff recommends the City Council, acting in the capacity as the Board of Directors of the Moreno Valley Community Services District ("CSD Board"), approve and adopt Resolution No. CSD 2015-32. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, to amend Legislative Policy #1.12, Policy For Conducting Mail Ballot Proceedings.

Approve Staff's Recommendation No. 1

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	George E. Price, Council Member
<b>SECONDER:</b>	Jeffrey J. Giba, Council Member
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson, Price

Approve Staff's recommendation No. 2

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	George E. Price, Council Member
<b>SECONDER:</b>	D. LaDonna Jempson, Council Member
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson, Price

- G.6. FOURTH AMENDMENT TO OWNER PARTICIPATION BY AND AMONG MORENO VALLEY HOUSING AUTHORITY, CITY OF MORENO VALLEY, HEACOCK COTTONWOOD LIMITED PARTNERSHIP AND MORENO VALLEY COTTONWOOD 1R PARTNERS, LP (Report of: Financial & Management Services)

Mayor Molina opened the agenda item for public comments, which were received from Roy Bleckert.

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

1. Approve the Fourth Amendment to the Owner Participation Agreement (OPA) by and among the Moreno Valley Housing Authority, City of Moreno Valley, Heacock Cottonwood Limited Partnership and Moreno Valley Cottonwood 1R Partners, LP.
2. Approve the Subordination and Intercreditor Agreement by and among the City of Moreno Valley, Moreno Valley Housing Authority, Citibank, N.A. and Moreno Valley Cottonwood 1R Partners, LP.
3. Authorize the City Manager and Executive Director of the Housing Authority to execute project-related documents upon approval as to form by City Attorney.

4. Approve necessary budget appropriations as set forth in the fiscal impact section.

Approve Staff's Recommendation 1, 2, 3, & 4.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Jesse L. Molina, Mayor
<b>SECONDER:</b>	D. LaDonna Jempson, Council Member
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson, Price

#### **G.7. CITY MANAGER'S REPORT**

(Informational Oral Presentation - not for Council action)

No report.

#### **G.8. CITY ATTORNEY'S REPORT**

(Informational Oral Presentation - not for Council action)

No report.

#### **H. LEGISLATIVE ACTIONS**

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

##### **H.2. ORDINANCES - 2ND READING AND ADOPTION**

H.2.1. ADOPT ORDINANCE NO. 907, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA (RECEIVED INTRODUCTION AND FIRST READING ON OCTOBER 13, 2015 BY A 3-2 VOTE, GUTIERREZ AND PRICE ABSENT) (Report of: Parks & Community Services)

Mayor Molina opened the agenda item for public comments; there being none, public comments were closed.

##### **Recommendation: That the City Council:**

1. Adopt Ordinance No. 907. An Ordinance of the City Council of the City of Moreno Valley, California, Repealing Ordinance No. 860 and Deleting Chapter 2.64 of Title 2 of the City of Moreno Valley Municipal Code Relating to the July 4<sup>th</sup> Advisory Board.



<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Jesse L. Molina, Mayor
<b>SECONDER:</b>	Dr. Yxstian A. Gutierrez, Mayor Pro Tem
<b>AYES:</b>	Molina, Gutierrez, Giba, Jempson, Price

### H.3. ORDINANCES - URGENCY ORDINANCES - NONE

### H.4. RESOLUTIONS - NONE

#### **CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY**

##### Council Member Giba

Addressed a member of the public concerns regarding pay day loans, advising him to contact Friday-nite partnership as they get involved

Thanked Candace Cassel, Special Districts Division Manager and City Manager Michelle Dawson for their attendance at the Hidden Springs meeting

On November 21, 2015 Moreno Valley is hosting a free seminar on Local Government Finance with Michael Coleman, a leading expert on California local government finance and fiscal policy advisor to the League of California Cities. The seminar will be at the Conference and Recreation Center from 10:00 a.m. to 2:00 p.m.; encouraged the community to attend the seminar.

Council Member Giba inquired on the status of the intern stenographers from Sage College program. The City Clerk informed Council that the students were being given a work experience opportunity and had heard positive comments about the program. The students will be providing verbatim dictation for the Boards and Commission meetings which will not take the place of the official minutes.

Attended the Business in Action Installation of new board members

Congratulated Police Chief Joel Ontiveros on being selected Citizen of the Year.

Council Member Giba commented that once a month Western Municipal Water district presents a water update at 7:30 a.m. The next update to be held on Friday Oct. 30.

On Oct. 29, 2015 a joint meeting with the Planning commission will be held, topics of discussion will be Vineyards and Vineyard Zoning, the Nason Street Corridor Plan and the Hillside Residential Development.

##### Council Member Jempson

Kim Carter was selected CNN Hero of the Year by the organization Time for Change Foundation. Encouraged the public to vote online at CNNhero.com by November 15,

2015. This is the first time someone had received the honor in the Inland Empire. There are a lot of people out there that need a second chance. The organization assists women coming out of incarceration and homelessness. The Time for a Change organization would receive \$10,000 if Kim Carter wins. She wished Kim Carter the best of luck.

City Manager Michelle Dawson stated the City could put the link of the city's website.

Council Member Jempson also reported that the event Ride Moval was successful. There were 70 people in attendance. Neighborly Cycling was one of the promoters. Staff member Eric Lewis was one of the participants.

Donovan Saadique mentioned the re-dedication of Adrienne Mitchell park; the park was named for a young lady that was the first resident to die in combat. The event is on November 9 at 4:30 and the City's Veteran's Day event will be held on November 10 at 3:30 p.m.

#### Council Member Price

The Morning Optimist Club of MV raised over \$6,500 at a fundraising event; today presented fifty varsity jackets for students who would not be able to afford a jacket and who have GPA requirement of 2.0; is proud to be a member of the Optimist Club of Moreno Valley; the club has raised over \$500,000 and every penny goes back to kids in the community; Fire chief donates a jacket every year; thanked the chief.

Rumble strips being installed at Moreno Beach, the project will provide a safer means of alerting drivers when crossing the center lane.

Thanked Mike Lee, Economic Development Director, staff and businesses who attended Business Roundtable; good information was gleaned from the businesses.

Tomorrow morning Coffee with a Cop at Stater Brothers shopping center at the Cupcake and Espresso Bar will provide opportunity to meet officers 8 to 10 a.m.

Congratulated Police Chief Joel Ontiveros on being selected Citizen of the Year and being honored to emcee the event. In addition to receiving the award, Chief Ontiveros' daughter got married on Saturday; it was a pleasure to meet his family.

Also congratulated a former police officer in Moreno Valley Joe Clearey who was promoted to Assistant Sheriff. He spent a lot of time in Moreno Valley; very worthy of the promotion.

Attended an event on Saturday, Dia De Los Muertos that was well publicized, disappointment in attendance, a lot of time and energy expended, terrific artwork, some schools participated and performers, asked for support from the community, thanked Rick Archer and volunteers that assisted with the event.

Thanked staff for all your efforts and thanked Council for allowing him to participate via teleconference.

### Mayor Pro Tem Gutierrez

Mayor Pro Tem Dr. Gutierrez reported he attended the El Nino community meeting. Thanked staff and Alia Rodriguez, Emergency Management Program Manager for her presentation.

Attended Water Education for Latino Leaders, which was also attended by Council Member Giba. Learned a lot about water issues and regional water trends, especially the drought, preparing for floods, climate change, and provided input at a round table; they are going to lobby legislators in Sacramento. It was a great session.

Two major streets got speed humps in District 4.

Congratulated Joel Ontiveros Police Chief for being selected Citizen of the year.

### Mayor Molina

Thanked everyone for attending the meeting

Commented on a member of the public statement regarding: minimum wages and abuse of warehouse workers.

Thanked the Interim City Attorney, Steve Quintanilla for taking care of business on some abandoned homes.

Congratulated Police Chief Joel Ontiveros on being selected Citizen of the Year.

Spoke on Riverside County Transportation Commission

Commented on bringing jobs to Moreno Valley and World Logistic Center

The Mayor reported electric vehicles charges per mile bases will be evident when you register your vehicle at Department of Motor Vehicle

Thanked everyone for doing the work they do.

### **ADJOURNMENT**

There being no further business the Regular Meeting was adjourned at 9:01 p.m.

Submitted by:

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Jane Halstead, City Clerk, CMC  
Secretary, Moreno Valley Community Services District  
Secretary, City as Successor Agency for the Community Redevelopment Agency of the  
City of Moreno Valley  
Secretary, Moreno Valley Housing Authority  
Secretary, Board of Library Trustees

Approved by:

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Jesse L. Molina, Mayor  
President, Moreno Valley Community Services District  
Chairperson, City as Successor Agency for the Community Redevelopment Agency of  
the City of Moreno Valley  
Chairperson, Moreno Valley Housing Authority  
Chairperson, Board of Library Trustees



### Report to City Council

**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk

**AGENDA DATE:** November 10, 2015

**TITLE:** CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

### RECOMMENDED ACTION

#### Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of October 21 – November 3, 2015.

<i>Reports on Reimbursable Activities</i>			
October 21 – November 3, 2015			
Council Member	Date	Meeting	Cost
Jeffrey J. Giba	10/22/15	Boy Scouts of America CIEC-Five Nations District 2015 Distinguished Citizen Dinner	\$75.00
	10/28/15	13th Annual Riverside County Education Summit	\$125.00
Dr. Yxstian A. Gutierrez	10/22/15	Boy Scouts of America CIEC-Five Nations District 2015 Distinguished Citizen Dinner	\$75.00
D. LaDonna Jempson	10/22/15	Boy Scouts of America CIEC-Five Nations District 2015 Distinguished Citizen Dinner	\$75.00
Jesse L. Molina	10/22/15	Boy Scouts of America CIEC-Five Nations District 2015 Distinguished Citizen Dinner	\$75.00
	10/25/15	Ride MoVal	\$10.00

George E. Price	10/22/15	Boy Scouts of America CIEC-Five Nations District 2015 Distinguished Citizen Dinner	\$75.00
	11/3/15	Moreno Valley Hispanic Chamber of Commerce Adelante	\$10.00

**NOTIFICATION**

Publication of Agenda

**PREPARATION OF STAFF REPORT**

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

Department Head Approval:  
Jane Halstead  
City Clerk

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/04/15 12:54 PM
City Manager Approval	<u>✓ Approved</u>	11/04/15 2:37 PM



## Report to City Council

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**TO:**

**FROM:** Chris Paxton, Administrative Services Director

**AGENDA DATE:** November 10, 2015

**TITLE:** LIST OF PERSONNEL CHANGES

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### **RECOMMENDED ACTION**

**Recommendation:**

1. Ratify the list of personnel changes as described.

### **DISCUSSION**

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

### **FISCAL IMPACT**

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

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Chris Paxton  
Administrative Services Director

Department Head Approval:  
Chris Paxton  
Administrative Services Director

### **CITY COUNCIL GOALS**

None

### **ATTACHMENTS**

1. List of Personnel Changes

### **APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/04/15 12:53 PM
City Manager Approval	<u>✓ Approved</u>	11/04/15 1:55 PM



**City of Moreno Valley  
Personnel Changes  
November 10, 2015**

**New Hires**

Erica Tadeo, Administrative Assistant, Community & Development Services/Planning

**Promotions**

Dallas Manlunas

From: Maintenance Worker II, Public Works Department/Maintenance & Operations

To: Equipment Operator, Public Works Department/Maintenance & Operations

**Transfers**

Julienne Clay

From: Administrative Assistant, City Clerk

To: Accounting Assistant, Financial & Management Services Department/Treasury Operations

**Separations**

Omar Smith, Facilities Maintenance Mechanic, Administrative Services/Facilities

Norma Jean Barrett, Permit Technician, Community & Development Services/Building & Safety

Rey Dandy Lachica, Telecommunications Technician, Financial & Management Services/Technical Services



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Richard Teichert, Chief Financial Officer

**AGENDA DATE:** November 10, 2015

**TITLE:** APPROVAL OF RESOLUTION FOR PARTICIPATION WITH THE COUNTY OF RIVERSIDE MORTGAGE CREDIT CERTIFICATE (MCC) PROGRAM

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Adopt Resolution No. 2015-73. A Resolution of the City Council of the City of Moreno Valley, California, participating with the County of Riverside Mortgage Credit Certificate (MCC) Program.

### **SUMMARY**

The County of Riverside Economic Development Agency (EDA) must apply annually for the Mortgage Credit Certificate (MCC) program new allocation of funds with the California Debt Limit Allocation Committee (CDLAC). As the EDD prepares the application for the upcoming year, they need to confirm the City's continued participation with EDA's MCC program. The approval of the Resolution shall confirm the City's continued participation.

### **DISCUSSION**

A Mortgage Credit Certificate (MCC) entitles qualified home buyers to reduce the amount of their federal income tax liability for an amount equal to 20% of the mortgage interest paid during the year on their primary mortgage loan. The advantages to the home buyer include:

- The home buyer's federal income tax liability is directly reduced by the amount of the tax credit;

- Home buyers can qualify more easily for their primary mortgage loan - lenders may factor in the tax credit when underwriting the loan application, which may allow the borrower to (i) qualify for a larger loan amount, or (ii) improve the borrower’s qualifying debt ratios.

If the amount of the MCC exceeds the homebuyer’s tax liability, the unused portion of the credit can be carried forward to the next three years or until used, whichever comes first.

For Moreno Valley residents to be eligible for the program, the City must be a participant in the County MCC program administered by the EDA. The application process is overseen by the EDA and any Participating Lenders within the MCC Program.

The following table illustrates how an MCC may increase a borrower’s "effective home buying power":

<b>Effective Home Buying Power With and Without an MCC</b>		
	<b>Without MCC</b>	<b>With MCC</b>
First Mortgage Amount	\$300,000	\$300,000
Mortgage Interest Rate	4%	4%
Monthly Mortgage (Principal & Interest Only)	\$1,432	\$1,432
MCC Rate	N/A	20%
Monthly Credit Amount	N/A	\$200
"Effective" Monthly Mortgage Payment	\$1,432	\$1,232
Annual Income Needed *	\$61,371	\$52,800

\* Annual Income Needed is based on monthly Principal and Interest (P&I) not exceeding 28% of monthly income.

Source: Riverside County EDA

**ALTERNATIVES**

1. Approve the proposed Resolution to approve participation with the County of Riverside Mortgage Credit Certificate (MCC) Program.
2. Provide staff with further direction.

Staff recommends Alternative 1.

**FISCAL IMPACT**

No fiscal impact.

**NOTIFICATION**

Publication of the Agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Marshall Eyerman  
Financial Resources Division Manager

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

**CITY COUNCIL GOALS**

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

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

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

**ATTACHMENTS**

- 1. Resolution 2015-73
- 2. MCC Program Summary

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/04/15 11:13 AM
City Manager Approval	<u>✓ Approved</u>	11/04/15 1:52 PM

## RESOLUTION NO. 2015-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, PARTICIPATING WITH THE COUNTY OF RIVERSIDE MORTGAGE CREDIT CERTIFICATE (MCC) PROGRAM

WHEREAS, the Tax Reform Act of 1986 established the Mortgage Credit Certificate Program ("MCC Program") as a means of assisting qualified individuals with the acquisition of new and existing single family housing; and

WHEREAS, pursuant to Division 31, Part 1, Chapter 3.5, Article 3.4 of the California Health and Safety Code Sections 50197 et seq, local issuers are authorized to issue Mortgage Credit Certificates ("Certificates") and administer MCC Program; and

WHEREAS, the Board of Supervisors of the County of Riverside adopted Resolution No 87-564 on December 22, 1987, establishing a Mortgage Credit Certificate Program; and

WHEREAS, the Board of Supervisors of the County of Riverside has authorized the Riverside County Economic Development Agency ("EDA") to administer the MCC Program pursuant to the applicable federal, state and local policies and procedures, and to enter into those agreements necessary for efficient administration of the MCC Program; and

WHEREAS, the County of Riverside ("County") will be applying to the California Debt Limit Allocation Committee ("CDLAC") for a mortgage credit certificate allocation in March 16, 2016 or thereabouts; and

WHEREAS, the City of Moreno Valley ("City") wishes to participate in the MCC Program administered by the EDA in connection with mortgage loans it will make available for the acquisition of new and existing single-family housing in Riverside County; and

WHEREAS, the adoption of this resolution is necessary to include the City of Moreno Valley as a participating unit of general government under County's MCC program; and

WHEREAS, the City agrees to cooperate with the County of Riverside to undertake the MCC program within City jurisdiction to assist persons or households of limited income to purchase new and existing single family residences located in the city; and

WHEREAS, the City by adopting this Resolution, hereby gives notice of its election to participate in the Riverside County MCC program.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AS FOLLOWS:

The City of Moreno Valley agrees

1. to participate in the MCC Program administered by the EDA in connection with mortgage loans it will make available for the acquisition of new and existing single-family housing in Riverside County; and
2. to assist the County of Riverside to market the MCC Program within the city's jurisdictional boundary by publishing a general public notice in the local newspaper at least twice a year.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 10th day of November, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

2  
Resolution No. 2015-73  
Date Adopted: November 10, 2015

Attachment: Resolution 2015-73 [Revision 3] (1754 : APPROVAL OF RESOLUTION FOR PARTICIPATION WITH THE COUNTY OF RIVERSIDE

**RESOLUTION JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2015-73 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10th day of November, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

3  
Resolution No. 2015-73  
Date Adopted: November 10, 2015

Attachment: Resolution 2015-73 [Revision 3] (1754 : APPROVAL OF RESOLUTION FOR PARTICIPATION WITH THE COUNTY OF RIVERSIDE

# RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

## MORTGAGE CREDIT CERTIFICATE (MCC) PROGRAM

### Overview

A Mortgage Credit Certificate (MCC) entitles qualified home buyers to reduce the amount of their federal income tax liability for an amount equal to 20% of the mortgage interest paid during the year on their primary mortgage loan. The advantages to the home buyer include:

- The home buyer's federal income tax liability is directly reduced by the amount of the tax credit;
- Home buyers can qualify more easily for their primary mortgage loan-lenders may factor in the tax credit when underwriting the loan application, which may allow the borrower to (i) qualify for a larger loan amount, or (ii) improve the borrower's qualifying debt ratios.

If the amount of the MCC exceeds the homebuyer's tax liability, the unused portion of the credit can be carried forward to the next three years or until used, whichever comes first.

### Homebuyer Eligibility Criteria

There are three basic criteria for determining a home buyer's eligibility for the MCC tax credits:

1. The borrower must be a first time Home Buyer defined as a person who has not had an ownership interest in improved-upon residential real property for the previous three (3) years.\*
2. The borrower's annual income must fall within the program income limits as follows:
  - Max Income Outside Target Area<sup>1</sup>
    - Household w/ 1-2 persons: \$69,700
    - Household w/ 3+ persons: \$80,155
  - Max Income Inside Target Area
    - Household w/ 1-2 persons: \$83,640
    - Household w/ 3+ persons: \$97,580

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<sup>1</sup> Target Areas are census tracts designated by the Federal government to encourage investment.



3. The home being purchased must fall within the program purchase price limits as follows:
  - Max Home Purchase Price
    - Outside Target Area: \$347,625
    - Inside Target Area: \$424,875

\*If the home is located in a Target Area census tract, then the first-time buyer requirement does not apply and the income and purchase price limits are higher. There are target area census tracts throughout Riverside County.

The residence purchased in conjunction with an MCC must be the borrower's principal residence and may not be used as a business, rental or vacation home. The home may be a new or re-sale, detached or attached single-family home, condominium unit, a co-op unit, or a manufactured home on a permanent foundation. The home must be located within the City limits of participating cities.

#### Mortgage Credit Certificate Application Process

The jurisdiction in which the home is located must be a participant in the County MCC program administered by the EDA. The application process is as follows:

1. Borrowers must apply for a MCC through a Participating Lender.
2. The Participating Lender will perform an initial qualification and assist the borrower in completing the MCC submission forms.
3. Buyer makes offer on home and goes into escrow.
4. The Lender then submits the MCC application to the County.
5. The County reviews Borrower and property qualifications and, if they meet the program guidelines, issues a letter of commitment to the Lender.
6. The Commitment Letter must be issued prior to the close of the loan.
7. The loan must close within 60 days of the commitment.
8. Upon loan closing, the Lender submits the MCC Closing Package to the County and the County issues the MCC, with the Lender and borrower each receiving a copy.
9. The borrower may then claim the tax credit on their Federal Income Tax Returns.
10. Borrowers can realize the tax credit annually as a tax refund or adjust their W-4 withholding allowances form to receive the benefit via an increased pay check.

The following table illustrates how an MCC may increase a borrower's "effective home buying power":

<b>Effective Home Buying Power With and Without an MCC</b>		
	<b>Without MCC</b>	<b>With MCC</b>
<b>First Mortgage Amount</b>	\$300,000	\$300,000
<b>Mortgage Interest Rate</b>	4%	4%
<b>Monthly Mortgage (Principal &amp; Interest Only)</b>	\$1,432	\$1,432
<b>MCC Rate</b>	N/A	20%
<b>Monthly Credit Amount</b>	N/A	\$200
<b>"Effective" Monthly Mortgage Payment</b>	\$1,432	\$1,232
<b>Annual Income Needed *</b>	\$61,371	\$52,800

\* Annual Income Needed is based on monthly Principal and Interest (P&I) not exceeding 28% of monthly income.



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Richard Teichert, Chief Financial Officer

**AGENDA DATE:** November 10, 2015

**TITLE:** APPROVAL OF CONSENT AND AGREEMENT, NON-DISTURBANCE AND ATTORNMENT AGREEMENT, AND INTER-CREDITOR AND SUBORDINATION AGREEMENT AMONG SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (SCPPA), POWER AND WATER RESOURCES POOLING AUTHORITY (PWRPA), AND THE CITIES OF LODI, CORONA, MORENO VALLEY, AND RANCHO CUCAMONGA (COLLECTIVELY, THE CONTRACTING PARTIES), AND RE ASTORIA 2 LLC (PROJECT COMPANY), DEUTSCHE BANK TRUST COMPANY AMERICAS (COLLATERAL AGENT) AND EFS RENEWABLES HOLDINGS, LLC (CLASS A MEMBER)

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the Consent and Agreement, Non-Disturbance and Attornment Agreement, and Inter-Creditor and Subordination Agreement among SCPPA, PWRPA, City of Lodi, City of Corona, City of Moreno Valley, and City of Rancho Cucamonga and RE Astoria 2 LLC, Deutsche Bank Trust Company Americas, and EFS Renewable Holdings, LLC to finance construction of the Astoria 2 Solar Project.
2. Authorize the City Manager to execute all Agreements on behalf of the City upon City Attorney concurrence and approval.

### **SUMMARY**

Staff recommends approval of the three agreements which amend the Astoria 2 Solar Project Purchased Power Agreement (PPA) previously approved by the City Council on June 24, 2014. The PPA allows MVU to buy renewable solar energy from the Astoria 2

Solar Project beginning in 2017. This purchase of renewable energy is a component of our Renewable Portfolio Standards Program and is a key element of our Renewable Energy Procurement Plan (the Plan) approved by the Council on August 25, 2015. The Plan structures MVU's strategy to comply with the renewable energy requirements of California Senate Bill X 1-2.

The three agreements allow the project developer, Recurrent Energy (RE or Seller), to finance the project and move forward with construction in order to deliver the power as required in the PPA. The modifications to the PPA are relatively minor changes requested by the equity partner and lenders.

In exchange for the amendments to the PPA, the Buyers requested a reduction in the purchase price for solar energy. RE has agreed to a purchase price of \$63.00 per MWh, a reduction of \$1.00 per MWh. As a result of the price reduction, the Buyers will see a savings benefit of approximately \$4.3 million over the 20 year term of the PPA. The Moreno Valley Utility's (MVU) share of the savings is about \$125,000 over 20 years.

RE will hold the reduced price only until November 24, 2015, requiring action by the City Council on November 10, 2015. All Buyers are taking action to approve the three agreements prior to November 24, 2015. Negotiations on the terms and conditions of each agreement were not completed in time to present to the Utilities Commission on October 16, 2015. As a result, this item will be presented to the Utilities Commission on November 20, 2015.

## **DISCUSSION**

### *The Project*

The RE Astoria 2 Solar Project is the second phase of a larger project that was developed for Pacific Gas & Electric (PG&E). It will be sited on approximately 793 acres located in Kern County, just north of Los Angeles County. This second phase will be 75 MW in size. The scheduled commercial operation date of the facility is December 31, 2016.

The output of the project is allocated as follows:

- SCPPA 55 MW
  - City of Azusa 2 MW
  - City of Banning 8 MW
  - City of Colton 5 MW
  - City of Vernon 20 MW – increasing to 30 MW in 2022
- City of Corona 2 MW
- City of Lodi 10 MW
- City of Moreno Valley 2 MW
- City of Rancho Cucamonga 6 MW
- PWRPA 10 MW

The current terms of the PPA include a fixed price of \$64.00 per MWh over 20 years for the energy and renewable attributes.

MVU's allocation in this project will count towards the renewable energy requirement as described in the Council-adopted Renewable Energy Procurement Plan, pursuant to Senate Bill 2-1X. MVU's allocation in this project will count towards the renewable energy requirement as described in the Council-adopted Renewable Energy Procurement Plan, pursuant to Senate Bill 2-1X. This bill requires all publicly owned utilities to adopt a Renewable Portfolio Standard (RPS) program with prescribed goals for procuring renewable energy resources and the criteria for achieving such goals. The goals for procuring renewable energy are as follows:

- Compliance Period One: by December 31, 2013, an average of 20% RPS eligible resource procurement;
- Compliance Period Two: by December 31, 2016, 25% RPS eligible resource procurement;
- Compliance Period Three: by December 31, 2020, 33% RPS eligible resource procurement.

(Note: Procurement targets are described as a percentage of retail sales.)

### *The Three Agreements*

Deutsche Bank Trust Company Americas is the representative of the consortium of lenders that will be providing a 7-year construction loan for the Project. EFS Renewable Holdings, LLC, an indirect subsidiary of GE Company, will be investing in the Project in order to take advantage of the investment tax credit benefits.

The Consent and Agreement to financing describes what happens if there is an event of default by the Seller, if the Project goes into foreclosure. The changes made by this agreement are generally technical changes, making certain clarifications to definitions of terms contained in the PPA. The most important clarification to the lender is the clarification of the term Facility Debt. This term is modified to include tax equity and is capped at \$240,000,000. The key modification to the PPA for the Buyers is the reduction in the fixed price of the energy. The fixed price will be reduced from \$64.00 per MWh to \$63.00 per MWh.

The Power Purchase Agreement is the agreement defining the arrangement for the Buyers to purchase power from the project. The Seller required the PPA to be in place with sufficient committed Buyers to proceed to get financing for the project. It defines how much each buyer will purchase, the price and the overriding terms related to the power purchase. This is the agreement approved by City Council on June 24, 2014.

The Non-Disturbance and Attornment Agreement protects the lenders' rights regarding the land so that if there were a default by Recurrent Energy, the lenders would own the project assets along with land rights, which will allow the Project to continue under development, construction, or operation.

The Inter-Creditor and Subordination Agreement further allocates the rights between the lenders and the Buyers in the event of a default by Recurrent Energy.

**ALTERNATIVES**

Recurrent Energy is required to secure the approval of each of the power purchasing agencies for the project financing to be secured and the project to move forward. The impact of not executing the Consent and Agreement, the Non-Disturbance and Attornment Agreement, and the Inter-Creditor and Subordination Agreement could increase the possibility of not acquiring the financing for the project, which increases the likelihood of project termination. In addition, this could jeopardize the position of the other Buyers in the project.

**FISCAL IMPACT**

The savings associated with the decrease in the fixed rate is estimated at about \$125,000 over the 20 year term of the PPA for the City of Moreno Valley. Moreno Valley Utility (MVU) will only pay for the actual energy received at the fixed rate of \$63.00 per MWh, beginning in January 2017. The cost to MVU will be for solar power purchased, which is projected to be about \$395,000 annually, based on projected output.

**NOTIFICATION**

Publication of the Agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Jeannette Olko  
Electric Utility Division Manager

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

**CITY COUNCIL GOALS**

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

**ATTACHMENTS**

1. Consent and Agreement
2. Inter-Creditor and Subordination Agreement
3. Non-Disturbance and Attornment Agreement
4. June 24, 2014 Staff Report

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/04/15 9:02 AM
City Manager Approval	<u>✓ Approved</u>	11/04/15 1:49 PM

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**CONSENT AND AGREEMENT**

**among**

**SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY,  
POWER AND WATER RESOURCES POOLING AUTHORITY,  
CITY OF LODI,  
CITY OF CORONA,  
CITY OF MORENO VALLEY  
AND  
CITY OF RANCHO CUCAMONGA  
(collectively, the Contracting Parties)**

**and**

**RE ASTORIA 2 LLC,  
a Delaware limited liability company  
(Project Company)**

**DEUTSCHE BANK TRUST COMPANY AMERICAS  
(Collateral Agent)**

**and**

**EFS RENEWABLES HOLDINGS, LLC  
(Class A Member)**

**Dated as of [ ● ]**

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CONSENT AND AGREEMENT  
(Astoria 2 PPA)

This CONSENT AND AGREEMENT (this “Consent”), dated as of [ ● ], is entered into by and among SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (“SCPPA”), THE POWER AND WATER RESOURCES POOLING AUTHORITY, CITY OF LODI, CITY OF CORONA, CITY OF MORENO VALLEY and CITY OF RANCHO CUCAMONGA (together with each of their successors and permitted assigns, collectively, the “Contracting Parties” and each, a “Contracting Party”), DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent for the Secured Parties referred to below (together with its successors, designees and assigns in such capacity, “Collateral Agent”), EFS RENEWABLES HOLDINGS, LLC (together with its successors and any permitted assigns of its interest in the Project Company referred to in Recital F below, the “Class A Member”) and RE ASTORIA 2 LLC, a Delaware limited liability company (the “Project Company”). In accordance with the terms and conditions set forth in a separate agreement among the Buyers to the Contract (as defined below), SCPPA may act in its capacity as “Buyers’ Agent” hereunder.

RECITALS

A. WHEREAS, the Project Company intends to develop, construct, install, test, own, operate and maintain an approximately 75 MW<sub>AC</sub> solar photovoltaic generating facility located in Kern County, California, commonly known as the Astoria 2 Solar Project (the “Project”).

B. WHEREAS, in order to partially finance the development, construction, installation, testing, operation and use of the Project, the Project Company has entered into that certain Credit Agreement, dated as of [\_\_\_\_], 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Project Company, Deutsche Bank Trust Company Americas, in its capacity as administrative agent to the lenders (in such capacity, the “Administrative Agent”), the Collateral Agent, the lenders and issuing banks party thereto from time to time and the other parties named therein, pursuant to which, among other things, the lenders and issuing banks have extended commitments to make loans and other financial accommodations to, and for the benefit of, the Project Company.

C. WHEREAS, each Contracting Party and the Project Company have entered into that certain Power Purchase Agreement, dated as of July 23, 2014 (as may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, the “Contract”).

D. WHEREAS, pursuant to that certain Security and Pledge Agreement with Collateral Agent dated as of [\_\_\_\_], 2015, the Project Company has agreed, among other things, to assign, as collateral security for the Project Company’s obligations under the Credit Agreement and other documents related to the Credit Agreement and any other documents entered into from time to time to evidence senior secured *pari passu* indebtedness of the Project Company (collectively, the “Credit Documents”), all of the Project Company’s right, title and interest in, to and under (but not its obligations, liabilities or duties with respect to) the Contract to Collateral Agent for the benefit of itself, the lenders, issuing banks and each other entity or person that is provided collateral security under the Credit Documents (the “Secured Parties”).



E. WHEREAS, the Credit Documents require that RE Astoria 2 Holdings LLC (“Astoria Holdings”), the direct owner of the Project Company, make certain capital contributions to the Project Company (the “Construction Capital Contributions”) to fund a portion of the costs of the development, construction, installation and testing of the Project.

F. Astoria Holdings has agreed to cause the Project Company to issue all of the Class A Membership Interests in the Project Company to the Class A Member, which, together with Astoria Holdings, the owner of all of the Class B Membership Interests in the Project Company, will fund the Construction Capital Contributions to be made to the Project Company. Astoria Holdings will retain management control of the Project Company following such issuance, subject to the Class A Member’s right to approve major decisions with respect to the Project Company, as provided for in the transaction documents between Astoria Holdings and the Class A Member.

G. WHEREAS, the Project Company is obtaining this Consent pursuant to Sections 13.3 and 14.7 of the Contract.

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree, notwithstanding anything in the Contract to the contrary, as follows:

#### SECTION 1. CONSENT TO ASSIGNMENT

(a) Each Contracting Party acknowledges the assignment referred to in Recital D above, consents to such assignment and agrees with Collateral Agent for the benefit of the Secured Parties as follows:

(i) After delivery by Collateral Agent to the Project Company and each Contracting Party of notice that an Event of Default (as defined in the Credit Agreement) has occurred and is continuing, Collateral Agent shall be entitled (but not obligated) to exercise all or any portion of the rights and to take any or all actions of the Project Company under the Contract in accordance with the terms and conditions set forth therein. Upon receipt of notice from Collateral Agent that it intends to exercise such rights and remedies, each Contracting Party agrees to accept such exercise and cure by Collateral Agent so long as timely made by Collateral Agent under the Contract and this Consent. Any such cure or attempt to cure by Collateral Agent shall not be construed as an assumption by Collateral Agent, the Secured Parties, or any of their respective assignee(s) or designee(s) of any covenants, agreements or obligations of the Project Company under or in respect of the Contract.

(ii) The Contracting Parties will not without the prior written consent of Collateral Agent, cancel or terminate the Contract, or suspend performance of their services thereunder or consent to or accept any cancellation, termination or suspension thereof by the Project Company, except as provided in the Contract and in accordance with Section 1(a)(iii) hereof. SCPPA, acting as Buyers’ Agent, shall deliver duplicates or

copies of all notices of Default (as defined below) to Collateral Agent simultaneously with delivery thereof to the Project Company. Failure by SCPPA, acting as Buyers' Agent, to deliver any such notice shall not create a cause or claim against SCPPA, acting as Buyers' Agent, or any other Contracting Party on the part of Collateral Agent, the Administrative Agent or any Secured Party.

(iii) The Contracting Parties will not terminate the Contract or suspend performance of their services thereunder on account of any default or breach of the Project Company thereunder, or upon the occurrence or non-occurrence of any event or condition under the Contract which would immediately or with the passage of any applicable grace period or the giving of notice, or both, entitle the Contracting Parties to terminate or suspend performance thereunder (such default, breach, event or condition, a "Default"), without written notice to Collateral Agent (which notice may be provided concurrently to the Collateral Agent and the Project Company) of such termination or suspension and first providing to Collateral Agent (A) ten (10) business days to cure such Default from the later of (x) the date notice of Default is delivered to Collateral Agent and (y) the expiration of the Project Company's cure period set forth in the Contract, if such Default is the failure to pay amounts to the Contracting Parties which are due and payable by the Project Company under the Contract, or (B) a reasonable opportunity to cure such Default, but not more than sixty (60) days from the later of (x) the date notice of Default is delivered to Collateral Agent and (y) the expiration of the Project Company's cure period set forth in the Contract, if the Default cannot be cured by the payment of money to the Contracting Parties so long as all other obligations under such Contract are performed by the Project Company or the Collateral Agent. If possession of the Project is necessary to cure such Default, and Collateral Agent declares the Project Company in default under the Credit Agreement and commences foreclosure proceedings, Collateral Agent will be allowed a reasonable period, but not more than one hundred eighty (180) days, to complete such proceedings before the Contracting Parties terminate the Contract or suspend performance under the Contract. If Collateral Agent is prohibited by any court order or bankruptcy or insolvency proceedings from curing the Default or from commencing or prosecuting foreclosure proceedings, the foregoing time periods shall be extended by the period of such prohibition, but not more than one hundred eighty (180) days from the date of such court order or proceeding.

(iv) In the event Collateral Agent, the Secured Parties or their designee(s) or assignee(s) or a purchaser or grantee at a foreclosure and sale or by a conveyance in lieu of foreclosure take possession of or title to the Facility or any of the Facility assets, and so long as no Default exists under the Contract (it being acknowledged and agreed that if Contracting Party irrevocably waives any Default of the Project Company under the Contract, no such Default shall be deemed to exist), then Collateral Agent, the Secured Parties or their designee(s) or assignee(s) or other purchaser or grantee shall assume the obligations of the Project Company (or Collateral Agent or the Secured Parties or their designee(s) or assignee(s)) under the Contract that arise from and after the date of such assumption and the Option Agreement and the Land Option Agreement (as such terms are defined below) shall remain in full force and effect.

(v) Subject to the restrictions set forth in the Contract, as may be modified herein, the Contracting Parties consent to the transfer of the Project Company's interest under the Contract to the Secured Parties or Collateral Agent or their designee(s) or assignee(s) or any of them or a purchaser or grantee at a foreclosure sale by judicial or nonjudicial foreclosure and sale or by a conveyance in lieu of foreclosure and agrees that upon such foreclosure, sale or conveyance, the Contracting Parties shall recognize the Secured Parties or Collateral Agent or their designee(s) or assignee(s) or any of them or other purchaser or grantee as the applicable party under the Contract, provided that such Secured Parties or Collateral Agent or their designee(s) or assignee(s) or other purchaser or grantee (A) assume in writing the obligations of the Project Company under the Contract arising or accruing from and after the date of such assumption, it being understood, however, that such assumption shall not operate as a waiver of the Defaults existing under the Contract prior to the date of such assumption and (B) assume the Contract subject to Contracting Parties' rights thereunder, including, among others, its right to purchase the Project in accordance with that certain Option Agreement to be entered into by and among the parties thereto) (the "Option Agreement"), and its right to purchase certain real property associated with the Project in accordance with that Land Option Agreement to be entered into by and among the parties thereto (the "Land Option Agreement"). Notwithstanding any assumption in accordance with this Section 1(a)(iv), the Project Company shall not be released or discharged from and shall remain liable for any and all of its obligations to Contracting Party arising or accruing under the Contract prior to such assumption.

(vi) In the event that the Contract is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, or if the Contract is terminated for any reason other than a Default which could have been but was not cured by Collateral Agent as provided in Section 1(a)(iii) above, and if, within sixty (60) days after such rejection or termination, Collateral Agent or its successors or assigns shall so request, Contracting Party will execute and deliver to Collateral Agent a new contract, which contract shall be on the same terms and conditions as the original Contract, including the remaining term of the original Contract before giving effect to such termination. References in this Consent to the "Contract" shall be deemed also to refer to such new contract.

(vii) In the event Collateral Agent, the Secured Parties, any designee or assignee of the foregoing or any purchaser or grantee thereof elects to succeed to the Project Company's interests under the Contract as provided in Sections 1(a)(iv) or 1(a)(vii) or to enter into a new contract as provided in Section 1(a)(v) above, such person shall, subject to the terms of this Consent, assume the obligations of the Project Company under the Contract to the extent provided herein and in Section 14.7(e) of the Contract, and the sole recourse of the Contracting Parties in seeking the enforcement of such obligations shall be to such Collateral Agent's, Secured Parties', designee's or assignee's interest in the Project (and no officer, director, employee, shareholder or agent thereof shall have any liability with respect thereto).

(viii) In the event Collateral Agent, the Secured Parties or their designee(s) or assignee(s) succeed to the Project Company's interest under the Contract, Collateral

Agent, the Secured Parties or their designee(s) or assignee(s) shall cure any then-existing Defaults under the Contract, except any Defaults which by their nature are not capable of being cured (including, without limitation, defaults which relate to bankruptcy of the Project Company or other defaults that relate to the status or condition of the Project Company at the time of the Default because they are personal to the Project Company). Collateral Agent, the Secured Parties and their designee(s) or assignee(s) shall have the right to assign their interest in the Contract or the new contract entered into pursuant to Section 1(a)(v) above to a person or entity to whom the Project Company's interest in the Project is transferred, provided such transferee assumes the obligations of the Project Company (or Collateral Agent or the Secured Parties or their designee(s) or assignee(s)) under the Contract and is a Qualified Transferee. Upon such assignment, Collateral Agent and the Secured Parties and their designee(s) or assignee(s) (including their agents and employees) shall be released from any further liability thereunder to the extent of the interest assigned.

(ix) This Consent shall not be deemed to waive or modify in any respect any of the rights of any Contracting Party under the Contract against the Project Company or to relieve Project Company from the observance and performance of any and all covenants and conditions of the Project Company except as otherwise expressly provided herein.

(b) Each Contracting Party (i) acknowledges that the Class A Member has agreed to acquire all of the Class A Membership Interests in the Project Company as referred to in Recital F above, and may from time to time thereafter transfer or assign all or part of its Class A Membership Interest to another Tax Equity Investor, (ii) agrees that such issuance and any such subsequent transfer or assignment constitutes a Tax Equity Transaction under and as defined in the Contract, and (iii) acknowledges that Astoria Holdings may be removed from its role as managing member for cause, as defined in and pursuant to the documents associated with any Tax Equity Transaction, in which case the Class A Member shall appoint a replacement managing member that itself has retained a Qualified Operator for the Facility (or has agreed not to interfere with the existing Qualified Operator for the Facility).

(c) SCPPA, acting as Buyers' Agent, shall deliver duplicates or copies of all notices of Default (as defined above) to Class A Member simultaneously with delivery thereof to the Project Company and the Collateral Agent. Failure by SCPPA, acting as Buyers' Agent, to deliver any such notice shall not create a cause or claim against SCPPA, acting as Buyers' Agent, or any Contracting Party on the part of Class A Member.

## SECTION 2. CONTRACT STIPULATIONS AND ACKNOWLEDGMENTS

Notwithstanding any provision contained in the Contract to the contrary, effective as of the date hereof, Project Company and each Contracting Party acknowledges and agrees to the following (unless otherwise defined in this Consent, capitalized terms used in this Section 2 shall have the meanings given to such terms in the Contract, as amended and modified pursuant to this Consent):

(a) The foreclosure by a Secured Party (including the Collateral Agent) of the membership interests in Seller or by a Facility Lender in any equity interests pledged by an

Affiliate of Seller shall not constitute a direct or indirect change of control (including a “Change of Control”) of Seller.

(b) In addition to the Project Company, Astoria Holdings may be an issuer of Facility Debt. Facility Debt shall also include (x) all amounts required to be received by the lenders under that certain Back-Leverage Credit Agreement, dated as of [\_\_\_\_], 2015 (as amended, amended and restated, supplemented, modified or replaced from time to time, including any refinancing by an affiliate of Astoria Holdings, the “BL Credit Agreement”), by and among Astoria Holdings, Deutsche Bank Trust Company Americas, in its capacity as administrative agent to the lenders and collateral agent to the secured parties, the lenders and issuing banks party thereto from time to time and the other parties named therein, to cause the Discharge Date to occur under (and as defined in) the BL Credit Agreement (including any and all amounts that need to be distributed to Astoria Holdings pursuant to the terms of the Amended and Restated Borrower LLC Agreement (as defined in the BL Credit Agreement)) to cause the Discharge Date to occur, and (y) the aggregate amount of the payments the Class A Member are entitled to receive under the Amended and Restated Borrower LLC Agreement, as may be amended or amended and restated from time to time; provided that the total amount of Facility Debt shall not be deemed to exceed the sum of (A) the amount set forth in Exhibit B and (B) payment obligations in connection with swap or interest rate hedging breakage costs related to the BL Credit Agreement.

(c) In addition to the pledge permitted to Section 14.7(d) of the Contract, the Seller shall also pledge its assets pursuant to the Security Documents.

(d) The Effective Date of the Contract occurred as of July 23, 2014.

(e) First Solar Electric (California), Inc. is a Qualified Operator for so long as it remains a wholly owned subsidiary of First Solar, Inc., and Team-Solar Inc. is a Qualified Operator for so long as it remains a wholly owned subsidiary of SunEdison.

(f) “Curtailed Periods” under Section 7.4(a) of the Contract are periods of time during which, for the reasons set forth in the definition of such term, Seller is prevented from delivering Facility Energy to the Point of Delivery or a Buyer is prevented from receiving Facility Energy at the Point of Delivery.

(g) Notwithstanding the failure of Seller to deliver a Quality Assurance manual (a “Q/A Manual”) to Buyer’s Agent within ninety (90) days of the Effective Date pursuant to Appendix G of the Contract, Seller is not and will not be deemed in default (and no Default shall be deemed to have occurred) under the Contract; provided, that Seller hereby agrees to submit to Buyer’s Agent three (3) copies of the Q/A Manual within thirty days after the effective date of this Consent pursuant to and otherwise in accordance with the terms of Appendix G of the Contract.

(h) Applicable Contract Capacity is measured by the sum of the inverter nameplate capacity of the Facility at the Point of Delivery, taking into account the reactive power obligations of the Facility. The Facility is intended to have 20 inverters with a total Applicable Contract Capacity prior to January 1, 2022 of 65 MW, and from and after January 1, 2022 of 75 MW (meaning that such inverters will have a 75MW rating). For the avoidance of doubt, the foregoing

shall not limit Seller's obligation to deliver the Products associated with Test Energy, Facility Energy and Excess Energy to Buyer in accordance with the Contract.

(i) As used in Sections 6.5(a)(i), 6.5(a)(ii) and 6.5(a)(iii) of the Contract, and without limiting Seller's obligation to deliver Energy at the Applicable Contract Capacity in accordance with the Contract, the term "Facility Energy" means "total Energy generated by the Facility, less station load and transmission losses to the Point of Delivery, as measured by CAISO-approved Electric Metering Devices."

(j) The automatic termination provision in Section 13.4(b) of the Contract, which references Section 12.4(f), is limited to circumstances in which Seller voluntarily terminates any of the Site Control Documents without requirement to do so from any Governmental Authority or without the consent of SCPPA, acting as Buyers' Agent, such consent not to be unreasonably withheld.

(k) A Secured Party (including the Collateral Agent) shall not be required to be a Qualified Transferee in connection with such Secured Party becoming party to the Contract. Any transferee of a Secured Party (including the Collateral Agent) and any transferee pursuant to a foreclosure sale, a deed in lieu of foreclosure or otherwise shall be deemed a "Qualified Transferee" under the Contract so long as such transferee (A) (i) has financial qualifications at least equivalent to the financial qualifications of Seller as of the Effective Date, and (ii) retains, or causes Seller to retain, a Qualified Operator to operate the Facility (or otherwise agrees not to interfere with the existing Qualified Operator for the Facility), or (B) is reasonably acceptable to SCPPA, acting as Buyers' Agent.

(l) If the Contracting Parties elect to exercise the Project Purchase Option pursuant to Section 2.2(d) of the Option Agreement and a "Closing" occurs thereunder, the Contracting Parties shall not claim a Termination Payment as being due as a result of the termination of the Contract.

(m) In connection with the exercise of the Project Purchase Option pursuant to Section 2.2(d) of the Option Agreement, the term "Facility Assets" includes, in respect of any shared interconnection facilities or other fixtures or equipment required for the transmission of Energy to the Point of Delivery (including, without limitation, any applicable portion of the poles, support structures and the underlying real property rights co-owned with Golden Fields Solar III, LLC (as successor in interest to Willow Springs Solar, LLC), RE Astoria LLC, RE Garland LLC, RE Garland A, LLC, and RE Garland 2 LLC under the SFA (as defined below)), and is deemed limited to, the rights, title and interest of the Project Company under and pursuant to (i) the Shared Facilities Ownership and Operating Agreement, dated as of September 8, 2015, among the Project Company, RE Astoria LLC, RE Garland LLC, RE Garland A LLC and RE Garland 2 LLC, (ii) the LGIA Co-Tenancy Agreement dated as of July 9, 2015, by and between Project Company and RE Astoria LLC (the "LGIA Co-Tenancy Agreement"), and (iii) the SFA (as defined below). The Contracting Parties acknowledge that the Project Company does not have in its name (i) possession of or exclusive right to control any such shared interconnection facilities or other fixtures or equipment or (ii) permits to install, operate and maintain such shared interconnection facilities or other fixtures or equipment, but has the contractual right to use such shared interconnection facilities and permits pursuant to these documents.

(n) The LGIA Co-Tenancy Agreement is not an Additional Site Control Document, as defined in Section 1.1 of the Contract and listed on Appendix R of the Contract, including the “Co-Tenancy Agreement (for shared switchyard & gen-tie), by and among RE Astoria LLC, RE Astoria 2 LLC and [ ]”.

(o) In connection with the exercise of the Project Purchase Option pursuant to Section 2.2(d) of the Option Agreement, that certain Shared Facilities Common Ownership Agreement between Willow Springs Solar, LLC and RE Astoria LLC, dated November 25, 2014, as assigned to Golden Fields Solar III, LLC and RE Astoria LLC pursuant to that certain Assignment and Assumption Agreement (Shared Facilities Common Ownership Agreement, dated September 28, 2015, and recorded September 29, 2015 as Instrument No. 000215135721 (the “SFA”), shall be included as an Assumed Contract to the extent of the Project Company’s right, title and interest thereto and obligations thereunder, and pursuant to Sections 3.3(a), 9.1(c), and 9.1(d) of the SFA, the Exercising Buyers will be required to, and shall in accordance with the terms thereof, provide a guaranty of the relevant share of the Interconnection Manager’s payment and performance obligations under the SFA.

(p) Any non-participating member of SCPPA shall be deemed a Qualified Buyer Assignee if such Person is rated (a) “Baa3” or higher by Moody’s and “BBB-” or higher by S&P, if such Person is rated by both Moody’s and S&P, or (b) “Baa3” or higher by Moody’s or “BBB-” or higher by S&P if such person is rated by either S&P or Moody’s or (c) equivalent ratings by any other credit rating agency of recognized national standing.

(q) (i) Any inchoate Lien arising by operation of Law and (ii) any suppliers’, vendors’, mechanics’, workman’s, repairman’s, employees’, warehousemen’s or other like Liens arising in the ordinary course of business for work or service performed or materials furnished in connection with the initial construction of the Facility in each case with respect to (i) and (ii) for amounts the payment of which is either not yet delinquent or is being contested in good faith by appropriate proceedings, irrespective of the amount of such Lien, shall be a Permitted Encumbrance. For the avoidance of doubt, notwithstanding anything herein to the contrary, any recorded or perfected Lien (other than Liens imposed by the Facility Lender and any Lien which is the subject of the preceding item (ii)) shall not be a Permitted Encumbrance.

(r) Each of KeyBank National Association and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., “Rabobank Nederland”, New York Branch is a Qualified Issuer and the form of letter of credit attached hereto as Exhibit A is an acceptable form of Project Development Security and Delivery Term Security, as the case may be.

(s) The definition of “Generator Interconnection Agreement” in Section 1.1 of the Contract shall be amended by adding “RE Astoria LLC, ” immediately prior to “Southern California Edison,” therein.

(t) The Generator Interconnection Agreement is by and among the Project Company, Southern California Edison, CAISO and RE Astoria LLC. The shared rights between the Project Company and RE Astoria LLC to interconnection service under the Generator Interconnection Agreement are addressed in a co-tenancy agreement between the Project Company and RE Astoria LLC.

(u) The third recital in the Land Option Agreement shall be amended by replacing “840” with “793.035”.

(v) The definition of “Property” in the Land Lease shall be amended by replacing “840” with “793.035”.

(w) Section 7.4(d) of the Contract shall be amended by inserting the phrase “(or other Seller Excused Hours)” in each instance after the phrases “but for a curtailment event arising under Section 7.4”, “applicable to the curtailment event” and “during the curtailment event” therein.

(x) The definition of “CAISO Integration Amounts” in Section 1.1 of the Contract shall be amended by inserting the phrase “including charges resulting from Scheduler’s curtailments pursuant to Section 7.4(c)” immediately after the phrase “assessed by the CAISO to Seller in its capacity as Scheduling Coordinator for the Facility” therein.

(y) A holder of Facility Debt or a designee or representative thereof will have the right, within forty-five (45) days after the later of (x) delivery to the Project Company of the calculation of the Termination Payment by a Contracting Party pursuant to Section 13.4(e) of the Contract following the Contracting Parties’ election not to purchase the Project, and (y) if there is a dispute among the Parties to the Contract as to the existence of an Early Termination Date or calculation of the Termination Payment, the resolution of such dispute by final judgment of a court of competent jurisdiction or by agreement of the Parties to the Contract, to purchase (or designate one of its affiliates to purchase) from the Contracting Parties all of the Contracting Parties’ right, title and interest in the Contract and to assume the Contracting Parties’ obligations thereunder for a price equal to the Termination Payment. Upon the purchase and payment in full of the Termination Payment, each Contracting Party agrees to release or transfer to the purchaser all of the Liens granted in its favor under the Security Documents, and agrees that the Project Purchase Option and the Land Option Agreement shall be immediately irrevocably terminated.

(z) The definition of “Fixed Rate” in Section 1.1 of the Contract shall be amended by deleting “Sixty Four Dollars (\$64.00)” and replacing it with “Sixty Three Dollars (\$63.00).”

(aa) Notwithstanding Sections 12.4(c) and (d) of the Contract, the failure to deliver and record the items listed in Items [7] through [10] of Appendix I of the Contract by September 30, 2015 and to achieve the closing of the Project Financing by September 30, 2015, the Contracting Parties hereby acknowledge there is no Seller Default or liquidated damages payable thereunder.

### SECTION 3. ARRANGEMENTS REGARDING PAYMENTS

All payments to be made by the Contracting Parties to the Project Company under the Contract and the Option Agreement from and after the date hereof and until the date that the Secured Parties’ lien in the Contract or the Option Agreement, as applicable, is released pursuant to the terms of the Credit Documents shall be made in lawful money of the United States, directly to Deutsche Bank Trust Company Americas, in its capacity as the depository bank, for the benefit of Collateral Agent, acting for the benefit of the Secured Parties, for deposit to [\_\_\_\_\_], ABA # [●], GLA # [●], Account No. [●] ([ ]) or at such other



person or entity and/or at such other address as Collateral Agent may from time to time specify in writing to SCPPA, acting as Buyers' Agent. From and after the date hereof and until the date that the Secured Parties' lien in the Contract or the Option Agreement, as applicable, is released pursuant to the terms of the Credit Documents and notice thereof is provided to SCPPA, acting as Buyers' Agent, the Contracting Parties shall not, without the prior written consent of Collateral Agent, make any payments to or for the benefit of the Project Company other than as contemplated pursuant to the first sentence of this Section 3.

#### SECTION 4. REPRESENTATIONS AND WARRANTIES

(a) Each Contracting Party hereby represents and warrants as of the date of this Consent that: (i) such Contracting Party (A) is (1) with respect to Southern California Public Power Authority and Power and Water Resources Pooling Authority, a validly existing California joint powers authority, and (2) with respect to the City of Corona, City of Lodi, City of Moreno Valley and City of Rancho Cucamonga, a validly existing California municipal corporation, (B) has the legal power and authority to own its properties, to carry on its business as now being conducted and to enter into the Contract and this Consent, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to the Contract and this Consent; (ii) the execution, delivery and performance by such Contracting Party of this Consent and the Contract have been duly authorized by all necessary action on the part of such Contracting Party and do not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made; (iii) each of this Consent and the Contract is in full force and effect, has been duly executed and delivered on behalf of such Contracting Party by the appropriate persons of such Contracting Party, and constitutes the legal, valid and binding obligation of such Contracting Party, enforceable against such Contracting Party in accordance with its terms, except as the enforceability thereof may be limited by (Y) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (Z) general equitable principles (whether considered in a proceeding in equity or at law); (iv) to the best of each Contracting Party's knowledge after due inquiry, there exists no Default or event that with the giving of notice or passage of time would become a Default under the Contract, (v) the Contract has not been terminated by such Contracting Party and such Contracting Party has not caused SCPPA, acting as Buyers' Agent, to issue a default notice under the Contract; (vi) to the best of such Contracting Party's knowledge, no event of Force Majeure exists under, and as defined in, the Contract; (vii) except as otherwise provided herein, the Contract has not been amended, supplemented or modified (whether by waiver, consent or otherwise); (viii) the execution, delivery and performance by such Contracting Party of this Consent and the Contract do not (A) conflict with the governance documents of such Contracting Party, (B) result in any breach of, default under or the imposition of any lien upon any of the property or assets of such Contracting Party pursuant to any indenture, mortgage, deed of trust or other material agreement or instrument to which it is a party or by which it or any of its properties or assets is bound or (C) contravene any applicable federal or state laws or order, writ, injunction, decree or arbitral award binding upon such Contracting Party or its properties or assets; (x) such Contracting Party has obtained and is in material compliance with each governmental approval which is necessary to authorize or is required in connection with the execution, delivery or performance of this Consent and the Contract, each of which is in full force and effect; and (xi) there is no action, suit, proceeding or investigation at law or in equity or by or before any court, arbitrator, administrative agency or governmental authority pending or, to the best of such

Contracting Party's knowledge, threatened against or affecting such Contracting Party or any of its respective properties which questions the legality, validity, binding effect or enforceability of this Consent or the Contract or which individually or in the aggregate, would, if adversely determined, materially adversely affect such Contracting Party's ability to enter into and carry out its obligations under this Consent or the Contract.

(b) The Project Company acknowledges that no Contracting Party has made any, and does not hereby make any, representation or warranty, expressed or implied, that the Project Company has any right, title or interest in the collateral secured by the Credit Documents (the "Collateral").

(c) The Project Company represents and warrants to the Contracting Parties that: (i) it (A) is a duly organized and validly existing under the laws of the State of Delaware, (B) is duly qualified, authorized to do business and in good standing in every jurisdiction necessary to perform its obligations under the Contract and this Consent, as applicable, and (C) has all requisite power and authority to enter into and to perform its obligations hereunder and under this Consent and the Contract, as applicable, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby; (ii) the execution, delivery and performance by such party of this Consent and the Contract have been duly authorized by all necessary limited liability company or other action on the part of such party and do not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made; (iii) each of this Consent and the Contract, as applicable, is in full force and effect, has been duly executed and delivered on behalf of such party by the appropriate officers of such party, and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as the enforceability thereof may be limited by (A) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (B) general equitable principles (whether considered in a proceeding in equity or at law); (iv) the execution and delivery of this Consent, and the assignment contemplated hereby and the fulfillment of and compliance with the provisions of this Consent, do not and will not conflict with or constitute a breach of or a default under, any of the terms, conditions of provisions of the Credit Agreement; and (v) to the best of the Project Company's knowledge after due inquiry, there exists no Default or event that with the giving of notice or passage of time would become a Default under the Contract.

(d) Deutsche Bank Trust Company Americas represents and warrants to the Contracting Parties that it has all requisite corporate power and authority, as the Collateral Agent to the extent expressly provided for herein or the Credit Agreement, to execute and deliver this Consent and this Consent has been duly authorized and executed by Deutsche Bank Trust Company Americas in such capacity.

(e) The Class A Member represents and warrants to the Contracting Parties that it has all requisite power and authority to execute and deliver this Consent and this Consent has been duly authorized and executed by the Class A Member.

SECTION 5. NOTICES

All notices required or permitted hereunder shall be in writing and shall be effective upon receipt if sent by (a) hand delivery, (b) facsimile, (c) by electronic mail in “.PDF” format or (d) by private courier or delivery service with charges prepaid, and addressed as specified below:

If to a Contracting Party, at SCPPA’s address, acting as Buyers’ Agent, below:

Southern California Public Power Authority  
 1160 Nicole Court  
 Glendora, CA 91740  
 Attention: Executive Director  
 Facsimile: (626) 704-9461  
 Tel: (626) 793-9364  
 Email: bcarnahan@scppa.org, shomer@scppa.org,  
 knguyen@scppa.org

If to Collateral Agent:

Deutsche Bank Trust Company Americas  
 Trust and Agency Services  
 60 Wall Street, 16th Floor  
 Mail Stop: NYC60 - 1630  
 New York, NY 10005  
 Attn: Project Finance Agency Services – Astoria Solar Project  
 Fax: 732-578-4636

If to the Class A Member:

EFS Renewables Holdings, LLC  
 800 Long Ridge Road  
 Stamford, CT 06927  
 Tel:  
 Fax:  
 Attn:

If to the Project Company:

RE Astoria 2 LLC  
 c/o Recurrent Energy, LLC  
 300 California Street, 7<sup>th</sup> Floor  
 San Francisco, CA 94104  
 Tel: 415-675-1500  
 Fax: 415-675-1501  
 Attn: Office of the General Counsel

Any party may change the address or number to which notices to such party are to be delivered by providing notice of such change to each other party in the manner set forth above. For purposes of this Section 5, “Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in Los Angeles County, California, or New York City are authorized or required by law to close.

#### SECTION 6. ASSIGNMENT, TERMINATION, AMENDMENT AND GOVERNING LAW

This Consent shall be binding upon and benefit the successors and assigns of the parties hereto and their respective successors, transferees and permitted assigns (including without limitation, any entity that refinances all or any portion of the obligations under the Credit Agreement). Each Contracting Party agrees to (a) confirm such continuing obligation in writing upon the reasonable request of the Project Company, Collateral Agent, the Secured Parties, the Class A Member or any of their respective successors, transferees or assigns, (b) on or prior to the initial funding date and the final funding date of the Class A Member pursuant to a Tax Equity Transaction, deliver an estoppel to the Class A Member representing that the matters set forth in Section 4 above remain true and correct as of such date and (c) cause any successor-in-interest to a Contracting Party with respect to its interest in the Contract to assume, in writing in form and substance reasonably satisfactory to Collateral Agent and the Class A Member, the obligations of such Contracting Party hereunder. Any purported assignment or transfer of the Contract not in conjunction with the written instrument of assumption contemplated by the foregoing clause (c) shall be null and void. No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and signed by all of the parties hereto. In the event of any conflict or inconsistency between the provisions of this Consent and the Contract, the provisions of this Consent shall prevail, and the Contract shall be deemed to be amended accordingly. This Consent shall terminate upon the repayment in full of all Facility Debt; provided that, notwithstanding the foregoing Sections 1(b), 2, 4, 6, and 7 shall survive in favor of the Class A Member until termination of the Contract. This Consent shall be governed by the laws of the State of California.

Collateral Agent, Project Company and each Contracting Party hereby submits to the exclusive jurisdiction of the federal and state court sitting in Los Angeles County, California for the purposes of all legal proceedings arising out of or relating to this Consent or the transactions contemplated hereby. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. To the extent permitted by applicable law, each party hereto irrevocably agrees to the service of process of any of the aforementioned courts in any suit, action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, return receipt requested, to such party at the address referenced in Section 5, such service to be effective upon the date indicated on the postal receipt returned from such party.

#### SECTION 7. MISCELLANEOUS

(a) Counterparts. This Consent may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a

single binding agreement. Signatures delivered by facsimile or by PDF shall have the same effect as original signatures.

(b) Third Party Beneficiaries. There are no third party beneficiaries to this Consent other than the Secured Parties.

(c) Severability. In case any provision of this Consent, or the obligations of any of the parties hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or the obligations of the other parties hereto, shall not in any way be affected or impaired thereby, and the parties hereto shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions.

#### SECTION 8. COLLATERAL AGENT

Any corporation or association into which Collateral Agent may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which Collateral Agent shall be a party, or any corporation or association to which all or substantially all of the corporate trust business of Collateral Agent may be sold or otherwise transferred shall be the successor Collateral Agent hereunder without any further act. In the performance of its obligations hereunder, Collateral Agent shall be entitled to all of the rights, benefits, protections, indemnities and immunities afforded to it pursuant to the Credit Documents (including to the extent such rights are to be exercised at the direction of the relevant Secured Parties in accordance therewith).

#### SECTION 9. ACKNOWLEDGMENTS BY PROJECT COMPANY

Project Company, by its execution hereof, acknowledges and agrees that notwithstanding any term to the contrary in the Contract, the Contracting Parties have agreed to perform as set forth herein and that none of execution of this Consent, performance by any Contracting Party of its obligations hereunder, the exercise of any rights of a Contracting Party hereunder, or the acceptance of performance of the Contract by any party other than Project Company shall (i) release Project Company from any obligation of Project Company under the Contract, (ii) constitute a consent by Contracting Party of, or impute any knowledge to, Contracting Party of any specific terms or conditions of the Credit Agreement, the BL Credit Agreement or any of the Credit Documents, or (iii) except as expressly set forth in this Consent, constitute a waiver by the Contracting Party of any of its rights under the Contract. Project Company acknowledges for the benefit of each Contracting Party that, except as expressly set forth in this Consent, none of the Credit Documents, the BL Credit Agreement, or any other document executed in connection therewith alter, amend, modify or impair any provision of the Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto by their officers thereunto duly authorized, have duly executed this Consent as of the date first set forth above.

CONTRACTING PARTIES:

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

POWER AND WATER RESOURCES POOLING AUTHORITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

CITY OF LODI

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

CITY OF CORONA

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

CITY OF MORENO VALLEY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

CITY OF RANCHO CUCAMONGA

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

RE ASTORIA 2 LLC,  
as Project Company

By: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

DEUTSCHE BANK TRUST COMPANY  
AMERICAS,  
as Collateral Agent for the Secured Parties

By: Deutsche Bank National Trust Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EFS RENEWABLES HOLDINGS, LLC,  
as Class A Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attachment: Consent and Agreement (1743 : APPROVAL OF CONSENT AND AGREEMENT AMONG SOUTHERN CALIFORNIA PUBLIC POWER



Orrick Draft  
October 30, 2015

**EXHIBIT A**  
**FORM OF**  
**LETTER OF CREDIT**

**IRREVOCABLE, UNCONDITIONAL, AND CLEAN STANDBY LETTER OF CREDIT**  
**NO. \_\_\_\_\_**

Applicant:

[\_\_\_\_\_]

Beneficiary:

[INSERT]

Amount:

Expiration Date:

Expiration Place:

Ladies and Gentlemen:

We hereby issue our Irrevocable, Unconditional and Clean Standby Letter of Credit in favor of the beneficiary by order and for the account of the applicant which is available at sight for USD \$XX,XXX,XXX by sight payment upon presentation to us at our office at [bank's address]<sup>1</sup> of: (i) your written demand for payment containing the text of Exhibit I, (ii) your signed statement containing the text of Exhibit II and, (iii) the original of this Letter of Credit and all amendments (or photocopy of the original for partial drawings) (the "Documents"). Drawings may be presented via fax to\_. In the case of a full or final drawing, the original Letter of Credit and documents are to be sent via overnight courier to our address indicated above.

A presentation under this Letter of Credit may be made only on a day, and during hours, in which such office is open for business, and payments can be effected via wire transfer (a "Business Day"). Partial drawings shall be permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; *provided* that the Available Amount shall be reduced by the amount of each such partial drawing.

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<sup>1</sup> **Note to Issuer:** The Letter of Credit must be payable in U.S. dollars within the continental U.S.

**Note to Seller:** Bank to have office for presentment in California to allow for in person presentment by Buyers.

Upon presentation to us of your Documents in conformity with the foregoing, we will, on the third (3rd) succeeding Business Day after such presentation, irrevocably and without reserve or condition except as otherwise stated herein, make payment hereunder in the amount set forth in the demand. Payment shall be made to your order by deposit to your account at the bank designated by you in the demand in immediately available funds. We agree that if, on the Expiration Date, the office specified above is not open for business by virtue of an interruption of the nature described in the International Standby Practices ISP 98 (also known as ICC Publication No. 590), or revision currently in effect (the “ISP”), this Letter of Credit will be duly honored if the specified Documents are presented by you within thirty (30) days after such office is reopened for business.

Provided that the presentation on this Letter of Credit is made on or prior to the Expiration Date and the applicable Documents as set forth above conform to the requirements of this Letter of Credit, payment hereunder shall be made regardless of: (a) any written or oral direction, request, notice or other communication now or hereafter received by us from the Applicant or any other person except you, including without limitation any communication regarding fraud, forgery, lack of authority or other defect not apparent on the face of the documents presented by you, but excluding solely a written order issued by a court, which order specifically orders us not to make such payment; (b) the solvency, existence or condition, financial or other, of the Applicant or any other person or property from whom or which we may be entitled to reimbursement for such payment; and (c) without limiting clause (b) above, whether we are in receipt of or expect to receive funds or other property as reimbursement in whole or in part for such payment.

We agree that the time set forth herein for payment of any demand(s) for payment is sufficient to enable us to examine such demand(s) and the related Documents(s) referred to above with care so as to ascertain that on their face they appear to comply with the terms of this credit and that if such demand(s) and Document(s) on their face appear to so comply, failure to make any such payment within such time shall constitute dishonor of such demand(s).

This Letter of Credit shall terminate upon the earliest to occur of (i) our receipt of a notice in the form of Exhibit III hereto signed by an authorized officer of Beneficiary, accompanied by this Letter of Credit for cancellation, (ii) our close of business at our aforesaid office on the Expiration Date, or if the Expiration Date is not a Business Day, then on the next Business Day, or (iii) the Business Day on which we have honored drawings which exhaust the amount available to be drawn under this Letter of Credit.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one (1) year from the Expiration Date, or any future expiration date, unless at least thirty (30) calendar days prior to the Expiration Date (or any future expiration date), we send you notice by registered mail, return receipt requested or overnight courier at your address herein stated or such other address of which you notify us in advance in writing, as acknowledged by us in the form of an amendment to this Letter of Credit, that we elect not to

consider this Letter of Credit extended for any such additional period; provided that in no event shall the Expiration Date of this Letter of Credit extend beyond [\_\_\_\_\_].<sup>2</sup>

We may, in our sole discretion, increase or decrease the stated amount of this Letter of Credit, and the Expiration Date may be extended, by an amendment to this Letter of Credit. Any such amendment for decrease shall become effective only upon receipt by us of your acceptance by your signature on a hard copy amendment.

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<sup>2</sup> **Note to Draft:** To be date that is ten (10) Business Days prior to final maturity of the Credit Agreement.

You shall not be bound by any written or oral agreement of any type between us and the Applicant or any other person relating to this credit, whether now or hereafter existing.

We hereby engage with you that your demand(s) for payment in conformity with the terms of this Letter of Credit will be duly honored as set forth above. All fees and other costs associated with the issuance of and any drawing(s) against this Letter of Credit shall be for the account of the Applicant. All of the rights of the Beneficiary set forth above shall inure to the benefit of your successors by operation of law. In this connection, in the event of a drawing made by a party other than the Beneficiary, such drawing must be accompanied by the following signed certification and copy of document proving such successorship:

“The undersigned does hereby certify that [drawer] is the successor by operation of law to [the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY][the POWER AND WATER RESOURCES POOLING AUTHORITY][the CITY OF LODI][the CITY OF CORONA][the CITY OF MORENO VALLEY][the CITY OF RANCHO CUCAMONGA], as beneficiary named in [name of bank] Letter of Credit No.\_\_\_\_\_.”

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the ISP (other than Rule 3.12(a), which shall not apply to this Letter of Credit). As to matters not governed by the ISP, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of New York or Ohio.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Exhibit I, II, and III hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as otherwise provided in this paragraph.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at the address referred to above, and shall specifically refer to this Letter of Credit no. .

Yours faithfully,

(name of issuing bank)

By \_\_\_\_\_  
Title \_\_\_\_\_

Attachment: Consent and Agreement (1743 : APPROVAL OF CONSENT AND AGREEMENT AMONG SOUTHERN CALIFORNIA PUBLIC POWER

EXHIBIT I  
DEMAND FOR PAYMENT

Re: Irrevocable, Unconditional and Clean Standby Letter of Credit

No. \_\_\_\_\_ Dated \_\_\_\_\_, 20\_\_

[Insert Bank Address]

To Whom It May Concern:

Demand is hereby made upon you for payment to us of \$\_\_\_\_\_ by deposit to account no. \_\_\_\_\_ at [insert name of bank]. This demand is made under, and is subject to and governed by, your Irrevocable, Unconditional and Clean Standby Letter of Credit no. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ in the amount of \$\_\_\_\_\_ established by you in our favor for the account of \_\_\_\_\_ as the Applicant.

DATED: \_\_\_\_\_, 20\_\_ .

[\_\_\_\_\_]

By \_\_\_\_\_

Title \_\_\_\_\_

Attachment: Consent and Agreement (1743 : APPROVAL OF CONSENT AND AGREEMENT AMONG SOUTHERN CALIFORNIA PUBLIC POWER

EXHIBIT II  
STATEMENT

Re: Your Irrevocable, Unconditional and Clean Standby Letter of Credit

No. \_\_\_\_\_ Dated \_\_\_\_\_, 20\_\_

[Insert Bank Address]

To Whom It May Concern:

Reference is made to your Irrevocable, Unconditional and Clean Standby Letter of Credit no. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_ in the amount of \$ \_\_\_\_\_ established by you in our favor for the account of \_\_\_\_\_, as the Applicant.

We hereby certify to you that \$ \_\_\_\_\_ is due, owing and unpaid to us by the Applicant in that certain [DESCRIBE AGREEMENT].

DATED: \_\_\_\_\_, 20 .

[\_\_\_\_\_]

By \_\_\_\_\_

Title \_\_\_\_\_

Attachment: Consent and Agreement (1743 : APPROVAL OF CONSENT AND AGREEMENT AMONG SOUTHERN CALIFORNIA PUBLIC POWER

EXHIBIT III

SURRENDER

Re: Your Irrevocable, Unconditional and Clean Standby Letter of Credit

No. \_\_\_\_\_ Dated \_\_\_\_\_, 20\_\_

[Insert Bank Address]

Notice of Surrender of Letter of Credit

Date: \_\_\_\_\_

Attention: Letter of Credit Department

Ladies and Gentlemen:

We refer to your above-mentioned Irrevocable, Unconditional and Clean Standby Letter of Credit (the "Letter of Credit"). The undersigned, an authorized signer of [the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY][the POWER AND WATER RESOURCE POOLING AUTHORITY][the CITY OF LODI][the CITY OF CORONA][the CITY OF MORENO VALLEY][the CITY OF RANCHO CUCAMONGA], hereby surrenders this Letter of Credit to you for cancellation as of the date set forth above. No payment is demanded of you under this Letter of Credit in connection with this surrender.

Very truly yours,

[\_\_\_\_\_]

By\_\_\_\_

Title\_\_

**EXHIBIT B**  
**MAXIMUM FACILITY DEBT**

<b>Period Ending</b>	<b>Value</b>
Stub Period (31-Dec-16)	240,000,000
31-Dec-17	212,000,000
31-Dec-18	189,000,000
31-Dec-19	164,000,000
31-Dec-20	140,000,000
31-Dec-21	115,000,000
31-Dec-22	97,000,000
31-Dec-23	92,000,000
31-Dec-24	87,000,000
31-Dec-25	82,000,000
31-Dec-26	77,000,000
31-Dec-27	72,000,000
31-Dec-28	66,000,000
31-Dec-29	61,000,000
31-Dec-30	55,000,000
31-Dec-31	49,000,000
31-Dec-32	43,000,000
31-Dec-33	36,000,000
31-Dec-34	29,000,000
31-Dec-35	24,000,000
31-Dec-36	22,000,000

Exhibit B – Page 1



Exhibit B – Page 2

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Deutsche Bank Trust Company Americas  
Trust and Agency Services  
60 Wall Street, 16th Floor  
MS: NYC60-1630  
New York, NY 10005  
Attention: Project Finance Agency Services –  
RE Astoria 2 LLC

SPACE ABOVE THIS LINE RESERVED  
FOR RECORDER’S USE

INTERCREDITOR AND SUBORDINATION AGREEMENT  
BY AND BETWEEN

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
AS SENIOR AGENT

AND

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY,  
POWER AND WATER RESOURCES POOLING AUTHORITY,  
CITY OF LODI,  
CITY OF CORONA,  
CITY OF MORENO VALLEY, AND  
CITY OF RANCHO CUCAMONGA,  
AS OFFTAKER

## INTERCREDITOR AND SUBORDINATION AGREEMENT

This INTERCREDITOR AND SUBORDINATION AGREEMENT is made as of [\_\_\_\_], 2015 (as amended, restated or otherwise modified from time to time, this “Agreement”), by and among the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a joint power agency and a public entity organized under the laws of the State of California and created under the provisions of the Act and the Joint Powers Agreement (each as defined below) (“SCPPA”), the POWER AND WATER RESOURCES POOLING AUTHORITY, a joint powers authority and a public entity organized under the laws of the State of California and created under the provisions of the Act (“PWRPA”), the CITY OF LODI, a California municipal corporation organized and existing under the laws of the state of California (“Lodi”), the CITY OF CORONA, a California municipal corporation organized and existing under the laws of the state of California (“Corona”), the CITY OF MORENO VALLEY, a California municipal corporation organized and existing under the laws of the state of California (“Moreno Valley”), the CITY OF RANCHO CUCAMONGA, a California municipal corporation organized and existing under the laws of the state of California (“Rancho Cucamonga”) (SCPPA, PWRPA, Lodi, Corona, Moreno Valley and Rancho Cucamonga, collectively, and together with each of their respective successors and permitted assigns, the “Offtaker”), and DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation (in its capacity as collateral agent (together with its successors and assigns in such capacity, “Senior Agent”) for the Senior Lenders (as defined below)).

A. RE Astoria 2 LLC, a Delaware limited liability company (the “Project Company”), is engaged in the development, construction, ownership, operation and maintenance of an approximately 75 MWac photovoltaic solar power facility located in Kern County, California (the “Project”).

B. The Project Company has entered into the Credit Agreement dated as of [\_\_\_\_], 2015 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Senior Credit Agreement”) with, among others, Senior Agent and the lenders who are from time to time parties thereto (the “Senior Lenders”), pursuant to which the Senior Lenders have agreed to extend credit (the “Senior Loan”) to the Project Company in order to partially finance the development, construction, installation, testing, operation and use of the Project.

C. The Project Company has entered into (i) the Security and Pledge Agreement dated as of [\_\_\_\_], 2015 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Senior Security Agreement”), with the Senior Agent, pursuant to which the Project Company has granted to the Senior Agent for the benefit of itself and the Senior Lenders a lien on and a first priority security interest in all of the Project Company’s personal property (such collateral referred to herein as the “Senior Security Agreement Collateral”) and (ii) the Leasehold Deed Of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of [\_\_\_\_], 2015 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Senior Deed of Trust”), with the Senior Agent and the trustee specified therein, pursuant to which the Project Company has granted to the Senior Agent for the benefit of itself and the Senior Lenders a first priority lien on the Project Company’s leasehold interest in the real property on which the Project is located, all as more particularly described therein, and a security interest in all of the Project Company’s assets and properties constituting the “Trust

Estate” as such term is defined in the Senior Deed of Trust (such collateral referred to herein as the “Senior Deed of Trust Collateral”). The Senior Deed of Trust, the Senior Security Agreement and collectively with each other guaranty, security agreement, pledge agreement, mortgage, deed of trust or other collateral agreement now or hereafter entered into in connection with the Senior Obligations (as defined below), as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time are referred to herein, collectively, as the “Senior Security Documents”. The Senior Security Agreement Collateral and the Senior Deed of Trust Collateral and any other collateral under the Senior Security Documents or any other Senior Credit Documents or otherwise securing the Senior Loan and other obligations under the Senior Credit Documents granted by the Project Company in favor of the Senior Agent is referred to herein, collectively, as the “Senior Collateral”. The Senior Collateral does not include either (i) any Products (defined below) or (ii) the real property interest that is held in fee that is subject to the Land Purchase Option (defined below), all of which are disclaimed by the Senior Agent.

D. The Project Company has also entered into (i) the Power Purchase Agreement dated as of July 23, 2014 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Power Purchase Agreement”), with the Offtaker, pursuant to which the Project Company has agreed, among other things, to sell electrical energy generated at the Project and the associated Products to the Offtaker, and (ii) the Security Documents (as defined in the Power Purchase Agreement) (including financing statements filed in connection therewith and documents executed to preserve, protect, expand, defend or define the Liens created thereby, as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Subordinated Security Documents”) with the Offtaker. All collateral under the Subordinated Security Documents granted by the Project Company to the Offtaker is hereinafter collectively referred to as the “Subordinated Collateral”. The Subordinated Collateral does not include a pledge by the equity owners of the Project Company of any of such equity owners’ respective interests in, or rights with respect to, the Project Company, all of which are disclaimed by the Offtaker.

E. The Project Company has entered into an “Option Agreement” with the Offtaker, pursuant to which the Project Company has granted the Offtaker a “Project Purchase Option” (as defined in the Option Agreement), to purchase the Project. Separately, Astoria 2 LandCo LLC, a Delaware limited liability company (“LandCo”) and Offtaker have entered into a “Land Option Agreement,” pursuant to which LandCo has granted Offtaker a “Land Purchase Option” (as defined in the Land Option Agreement) to purchase a fee interest in the real property owned by LandCo.

F. The Senior Agent and the Offtaker wish to enter into this Agreement in order to, among other things, (a) confirm that the Senior Agent’s security interest in the Senior Collateral granted by the Project Company pursuant to the Senior Security Document has priority over the Offtaker’s security interest in the Senior Collateral granted by the Project Company pursuant to the Subordinated Security Documents, (b) provide for the relative rights of the Senior Agent and the Senior Lenders, on the one hand, and the Offtaker, on the other hand, in connection with the enforcement of such security interests in the Senior Collateral, and (c) confirm the Senior Agent’s prior right to exercise Remedial Actions (as defined below) with respect to the Senior Collateral.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants herein contained, and for other good and valuable consideration, each of the Senior Agent (on behalf of and for the benefit of itself and the Senior Lenders) and the Offtaker hereby agrees as follows:

## ARTICLE I DEFINITIONS

Section 1.1 Certain Definitions. The following terms when used in this Agreement shall have the following meanings, and all capitalized terms used herein, without definition herein, shall have the meanings given to them in the Power Purchase Agreement:

“Act” means all of the provisions contained in the California Joint Exercise of Powers Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, beginning at California Government Code Section 6500 et seq.

“Agreement” is defined in the preamble hereto.

“Applicable Law” means any law of the United States or any other jurisdiction where any Senior Collateral is located or the Project Company operates, including, without limitation, the UCC.

“Bankruptcy Code” means Title 11 of the United States Bankruptcy Code (11 U.S.C. 101 et seq.), as amended from time to time and any successor statute.

“Consent” means that Consent and Agreement, dated as of [\_\_\_\_], 2015, by and among the Offtaker, the Project Company, the Senior Agent **[add tax equity party]**.

“Corona” is defined in Recital A hereto.

“Credit Documents” collectively means the Senior Credit Documents and the Subordinated Security Documents.

“Insolvency Proceeding” means (a) any voluntary or involuntary insolvency or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding relative to the Project Company or any of its property or assets, (b) any liquidation, dissolution, reorganization or winding up of the Project Company, whether voluntary or involuntary and whether or not involving insolvency or bankruptcy, or (c) any assignment for the benefit of creditors or any other marshaling of assets and liabilities of the Project Company howsoever effectuated.

“Intercreditor Party” means each party to this Agreement, together with such party’s successors and permitted assigns.

“Joint Powers Agreement” means the “Southern California Public Power Authority Joint Powers Agreement” entered into pursuant to the provisions of the Act among SCPA and SCPA’s members, dated as of November 1, 1980, as amended or modified from time to time.

“LandCo” is defined in Recital E hereto.

“Land Purchase Option” is defined in Recital E hereto.

“Land Purchase Option Agreement” is defined in Recital E hereto.

“Lodi” is defined in Recital A hereto.

“Lien” means any mortgage, deed of trust, lien, security interest, retention of title or lease for security purposes, pledge, charge, encumbrance, equity, attachment, claim, easement, right of way, covenant, condition or restriction, leasehold interest, purchase right or other right of any kind, including any option, of any other person in or with respect to any real or personal property.

“Moreno Valley” is defined in Recital A hereto.

“Obligor” means the Project Company and any other entity providing security under the Senior Credit Documents.

“Offtaker” is defined in the preamble hereto.

“Option Agreement” is defined in Recital E hereto.

“Power Purchase Agreement” is defined in Recital D hereto.

“Proceeds” means “proceeds,” as such term is defined in Section 9-102 of the UCC and, in any event, shall include without limitation, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Project Company from time to time with respect to any of the Senior Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Project Company from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Senior Collateral by any governmental authority, (c) any and all other amounts from time to time paid or payable under or in connection with any of the Senior Collateral on account of any Remedial Action and (d) the following types of property acquired with cash Proceeds: accounts, chattel paper, contracts, documents, general intangibles, equipment, investment property and inventory, as such terms are defined in the UCC.

“Products” means any and all Facility Energy, Capacity Rights, Environmental Attributes (as such terms are defined in the Power Purchase Agreement), and ancillary products, services or attributes similar to the foregoing that are or can be produced by, or are associated with, the Applicable Contract Capacity (as such term is defined in the Power Purchase Agreement) of the Project, whether now attainable or established in the future, including delivered energy, renewable attributes, and renewable energy credits, and all Proceeds thereof.

“Project” is defined in Recital A hereto.

“Project Company” is defined in Recital A hereto.

“Project Purchase Option” is defined in Recital E hereto.

“PWRPA” is defined in Recital A hereto.

“Rancho Cucamonga” is defined in Recital A hereto.

“Remedial Action” means any claim, action or agreement to judicially or non-judicially foreclose upon, take possession of, sell, lease, dispose of, or realize upon any of the Senior Collateral, whether pursuant to the UCC or other Applicable Law, by foreclosure, by self-help, repossession, by appointment of a receiver or trustee, by judicial action or otherwise, or any exercise of any right or power of ownership (including all voting and consent rights) with respect to any Senior Collateral, or an assignment or deed-in-lieu of any of the foregoing, or the exercise of any other right or remedy under the Subordinated Security Documents with respect to the Senior Collateral. Remedial Action shall not include the exercise by Offtaker of the Project Purchase Option, the Land Purchase Option, or the Right of First Offer.

“SCPPA” is defined in Recital A hereto.

“Security Documents” collectively means the Senior Security Documents and the Subordinated Security Documents.

“Senior Agent” is defined in the preamble hereto.

“Senior Collateral” is defined in Recital C hereto.

“Senior Credit Agreement” is defined in Recital B hereto.

“Senior Credit Documents” collectively means (a) the Senior Credit Agreement, the Senior Security Agreement, the Senior Deed of Trust and any other Senior Security Documents and (b) interest rate hedge agreements entered into on a pari passu basis with, and related to the obligations evidenced by, the documents described in clause (a) above, and, in the case of each of clauses (a) and (b) above, all other documents, instruments, guaranties and agreements now or hereafter executed or delivered in connection therewith, as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time.

“Senior Deed of Trust” is defined in Recital C hereto.

“Senior Deed of Trust Collateral” is defined in Recital C hereto.

“Senior Lenders” is defined in Recital B hereto; provided that “Senior Lenders” shall include as applicable, in addition to the lenders party to the Senior Credit Agreement from time to time, the counterparties under the interest rate hedging agreements described in clause (b) of the definition of “Senior Credit Documents.”

“Senior Loan” is defined in Recital B hereto.

“Senior Obligations” means (a) the principal of, and premium, if any, payable on redemption or prepayment of, and interest on, all indebtedness now existing or hereafter

incurred, and all other now existing or hereafter incurred obligations, liability and indebtedness of every kind, nature and description of the Project Company and the other Obligors secured by or under the Senior Security Documents, contingent or not, due or not, obligatory or not, direct or indirect, primary or secondary, liquidated or unliquidated, or otherwise from operation of law or otherwise, including without limitation, all fees, expenses (including reasonable fees and expenses of counsel), claims, charges, fees, indemnity obligations and interest (in each case whether arising, accruing or incurred before or after the commencement of any Insolvency Proceeding, and whether or not allowed in such Insolvency Proceeding) secured by or under the Senior Credit Documents, and (b) any renewals, extensions, modifications, amendments, replacements, supplements, deferrals or other changes to any of the foregoing, including the proceeds of any indebtedness used to refinance any of the foregoing and debtor in possession financing. To the extent any payment with respect to the Senior Obligations (as Proceeds of security, enforcement of any right of setoff or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or similar person for any reason, then such payment or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

“Senior Security Agreement” is defined in Recital C hereto.

“Senior Security Agreement Collateral” is defined in Recital C hereto.

“Senior Security Documents” is defined in Recital C hereto.

“Subordinated Collateral” is defined in Recital D hereto.

“Subordinated Obligations” means the obligations and liabilities of the Project Company secured by or under the Subordinated Security Documents, contingent or not, due or not, obligatory or not, direct or indirect, primary or secondary, liquidated or unliquidated, or otherwise from operation of law or otherwise, including without limitation, all fees, expenses (including reasonable fees and expenses of counsel), claims, charges, fees, indemnity obligations and interest (in each case whether arising, accruing or incurred before or after the commencement of any Insolvency Proceeding, and whether or not allowed in such Insolvency Proceeding) secured by or under the Subordinated Security Documents, and (b) any renewals, extensions, modifications, amendments, replacements, supplements, deferrals or other changes to any of the foregoing, including the proceeds of any indebtedness used to refinance any of the foregoing and debtor in possession financing. To the extent any payment with respect to the Subordinated Obligations (as Proceeds of security, enforcement of any right of setoff or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or similar person for any reason, then such payment or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

“Subordinated Security Documents” is defined in Recital D hereto.

“UCC” means the Uniform Commercial Code as in effect in each applicable jurisdiction.



## ARTICLE II COLLATERAL ISSUES, ETC.

**Section 2.1 Representations and Warranties as to this Agreement.** Each Intercreditor Party hereby represents and warrants for itself to the other Intercreditor Parties hereto that (a) it has all requisite power and authority to execute, deliver and perform under this Agreement; (b) the execution, delivery and performance by it of this Agreement has been duly authorized by all requisite corporate or other action; (c) no consent or approval of any other person and no consent, license, approval or authorization of any governmental authority is required in connection with the execution, delivery and performance by it of this Agreement; and (d) this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws in effect from time to time affecting the rights of creditors generally and general principles of equity regardless of whether such enforcement is considered in a proceeding in equity or at law.

**Section 2.2 Priority of Liens.**<sup>1</sup> Irrespective of (a) the time, order, manner or method of creation, attachment, perfection or validity of the respective Liens granted by the Project Company to any Intercreditor Party in any or all of the Senior Collateral, (b) the time, manner or place of the filing of the respective UCC financing statements, deeds of trust, or other applicable filings of any Intercreditor Party with respect to any or all of the Senior Collateral or other means of perfection, (c) any provision or statement contained in any Senior Credit Document, (d) any other event, circumstance, occurrence or otherwise or (e) any provision of any Applicable Law to the contrary, the Liens granted by the Project Company to the Senior Agent (for and on behalf of itself and the Senior Lenders), pursuant to the Senior Credit Documents, and all terms, covenants, rights and remedies of Senior Agent and the Senior Lenders under the Senior Security Documents with respect to the Senior Collateral, are and shall be unconditionally superior and prior in all respects to any Liens granted by the Project Company to the Offtaker and to all terms, covenants, rights and remedies of Offtaker under the Subordinated Security Documents with respect to the Senior Collateral, unless and until the Senior Obligations shall have been paid in full. Without limiting any security interest the Offtaker may have therein, the Offtaker acknowledges and agrees that the Senior Agent shall have sole and exclusive control and dominion over all of the Project Company's deposit accounts, securities accounts and other similar bank or investment accounts, all certificates evidencing ownership interests in the Project Company and all amounts and investment property on deposit from time to time therein or credited from time to time thereto. Except as otherwise provided in this Agreement, while the Senior Obligations remain outstanding the Offtaker shall not hinder, delay, interfere, contest or take any other action that may, either directly or indirectly, limit in any respect the Senior Agent's security interest in and to the Senior Collateral. The expression "payment in full" or "paid in full" or any similar term or phrase when used in this Agreement shall mean the termination of all Construction Loan Commitments and Bridge Loan Commitments (each as defined in the Senior Credit Agreement) under the Senior Credit Documents and final payment in full of all Construction Loan Facilities and Bridge Loan Facilities (each as defined in the Senior Credit Agreement) in cash, or, in the case of such Senior Obligations consisting of contingent obligations in respect of letters of credit or other reimbursement obligations for

<sup>1</sup> Note to Draft: The SCPA Liens are subordinated. There is no other provision in this Agreement that provides them with priority.

drawings under letters of credit under the Senior Credit Documents, the setting apart of cash sufficient to discharge such portion of Senior Obligations in an account for the exclusive benefit of the Senior Agent, in which account the Senior Agent shall be granted a first priority perfected security interest in a manner acceptable to the Senior Agent, which payment or perfected security interest shall have been retained by the Senior Agent, in each case, for the period that such payment or security interest may be avoided as a preference under the Bankruptcy Code or other Applicable Law.

Subject to Section 3.7, it is expressly understood and agreed that upon any release, sale or disposition of Senior Collateral permitted pursuant to the terms of the Senior Collateral Documents that results in a release of the Liens of the Senior Agent, the Liens of the Offtaker shall be automatically and unconditionally released with respect to such Senior Collateral with no further consent or action of any person necessary.

**Section 2.3 Limitation on Rights of the Offtaker.** Notwithstanding anything to the contrary set forth in the Subordinated Security Documents, unless and until the Senior Obligations shall have been paid in full, neither the Offtaker nor any agent or representative therefor shall (i) have the right to commence or take, and the Offtaker shall not commence or take or cause or permit any agent or representative to directly or indirectly commence or take, any Remedial Action with respect to the Senior Collateral, (ii) commence, prosecute or participate in any administrative, legal or equitable action or proceeding against the Project Company or its property seeking the filing of any reorganization, arrangement, composition, readjustment, liquidation, bankruptcy or any other action involving the readjustment of all or any part of the Senior Obligations or Subordinated Obligations, or other similar relief under the Bankruptcy Code or any present or future state or foreign statute, law or regulations relative to the Project Company or its properties or any proceedings for voluntary liquidation, dissolution or other winding up of the Project Company's business, or the appointment of any trustee, receiver or liquidator for the Project Company or any part of its properties or any assignment for the benefit of creditors or any marshaling of assets of the Project Company, (iii) commence, prosecute or participate in any administrative, legal or equitable action or proceeding challenging the enforceability or exercise of the Senior Credit Documents, including the rights and remedies afforded to the Senior Agent in the Senior Collateral, or (iv) take any other action against the Senior Collateral under the Subordinated Security Documents. Notwithstanding the foregoing and the other terms, conditions and limitations of this Agreement, the Offtaker shall not have any duties, obligations or liabilities to the Senior Agent or the Senior Lenders, except as expressly provided herein. Nothing in this Agreement modifies, impairs or shall be deemed a waiver of any rights or remedies the Offtaker may have with respect to the Subordinated Collateral or under the Subordinated Security Documents, other than in favor of the Senior Agent and the Senior Lenders as set forth in this Agreement.

**Section 2.4 Enforcement Rights of Senior Lenders.** The Senior Agent and each Senior Lender shall have the exclusive right to carry out, or not to carry out, the provisions of each Senior Security Document, and to exercise or not to exercise any Remedial Action and other rights and remedies under the Senior Credit Documents, all in the Senior Agent's and each Senior Lender's discretion and in the exercise of its and their business judgment (without regard to the rights of the Offtaker under any Subordinated Security Documents). Such exclusive rights

shall include, specifically (but not by way of limitation) the right to hold, prepare for sale, sell, lease or otherwise dispose of (or not take any such action), any or all of the Senior Collateral and to incur reasonable expenses in connection therewith, all as may be desirable in the Senior Agent's and each Senior Lender's discretion. Notwithstanding the foregoing, following acceleration of the Senior Obligations, the Senior Agent shall notify the Offtaker in writing of such acceleration and offer the Offtaker a one-time (subject to the terms of this Section) option to purchase the Senior Obligations for cash at par (plus accrued interest and fees thereon). The Offtaker shall have forty-five (45) days (such 45 day period, the "Election Period") from its receipt of the notice of acceleration from the Senior Agent to elect to purchase the Senior Obligations through notifying the Senior Agent during such period in writing of its determination to purchase the Senior Obligations. In the event that the Offtaker elects to purchase the Senior Obligations, it shall (x) work in good faith with the Senior Agent and the Senior Lenders to agree to documentation in respect of such purchase (it being understood and agreed that any such purchase will be without recourse to or warranty from the Senior Agent and the Senior Lenders other than as to title to the outstanding Senior Obligations and the Senior Security Documents) and (y) close on such purchase with sixty (60) days of its election to purchase (such 60 day period, the "Closing Period"). If (a) the Offtaker fails to elect to make the purchase within the Election Period or (b) if it has made an election, fail to close the purchase during the Closing Period, then the Offtaker shall no longer have any rights under this Section 2.4 and all such rights shall be irrevocably terminated, provided, however, that if a Remedial Action is not consummated within eighteen (18) months following the date of the expiration of the Closing Period, Senior Agent must provide another notice and Election Period pursuant to the foregoing terms. Nothing in this Section 2.4 shall affect in any manner the rights of the Senior Agent or any Senior Lenders to take any action with respect to the Secured Obligations or the Senior Collateral as they may decide in their sole and absolute discretion. In exercising its rights as aforesaid, the Senior Agent and each Senior Lender shall not have any duties, obligations or liabilities to the Offtaker, except as expressly provided herein or in the Consent. Nothing in this Agreement modifies, impairs or shall be deemed a waiver of any rights or remedies the Senior Agent or the Senior Lenders may have with respect to the Senior Collateral or under the Senior Credit Documents.

### ARTICLE III OTHER AGREEMENTS

#### *Section 3.1 Insurance and Condemnation Awards.*

(a) The Senior Agent and the Senior Lenders shall have the sole and exclusive right, subject to the rights of the Project Company and the other Obligors under the Senior Credit Documents, to adjust, settle, direct or otherwise deal with any insurance policy or proceeds therefrom covering or relating to the Senior Collateral and to approve any award granted in any condemnation or similar proceeding affecting the Senior Collateral.

(b) All the proceeds of any insurance policies and any awards relating to the Senior Collateral shall be applied as provided in the Senior Credit Documents.

(c) In the event that the Senior Agent or the Senior Lenders allow any portion of such insurance proceeds or awards with respect to the Senior Collateral to be used by the Project Company or any other Obligor to repair or replace the Senior Collateral affected or for any other purposes, the Offtaker agrees to take all reasonable actions to permit such use and shall not interfere therewith or claim any interest therein.

***Section 3.2 No Obligation Owing to Offtaker.***

(a) The Senior Agent and the Senior Lenders may, at any time, without the consent of, or notice to, the Offtaker, without incurring any liabilities to the Offtaker and without impairing or releasing any of their Liens in the Senior Collateral and other benefits provided in this Agreement and the other Senior Credit Documents, do any one or more of the following:

(i) change in any manner the Senior Obligations and the Senior Credit Documents, including the manner, place or terms of payment or change or extend the time of payment of, or renew, refinance, exchange, substitute, amend, settle, compromise, increase the original principal amount of the Senior Obligations or alter the terms of any of the Senior Obligations or any Lien in any of the Senior Collateral, or any liability incurred, directly or indirectly in respect thereof;

(ii) sell, exchange, substitute, release, surrender, realize upon, enforce or otherwise deal with in any manner and in any order any part of the Senior Collateral or Senior Obligation, or any liability incurred directly or indirectly in respect thereof; and

(iii) exercise or delay in or refrain from exercising any right or remedy against all or any part of the Senior Collateral, the Project Company, or any other Obligor or with respect to any Senior Credit Document or Senior Obligation.

(b) The Senior Agent and the Senior Lenders shall have no obligation whatsoever to the Offtaker to assure the ownership, existence or genuineness of the Senior Collateral, and the Senior Agent and the Senior Lenders shall have no obligation whatsoever to the Offtaker to preserve the rights or benefits of any person (including the Offtaker) in the Senior Collateral.

(c) Neither the Senior Agent nor the Senior Lenders shall be under any obligation to the Offtaker to institute or defend any action, suit or other proceeding, or take any other action against any person, in connection with any Senior Collateral. Each Intercreditor Party shall be entitled to rely upon any writing or other document believed by such Intercreditor Party to be genuine and correct and to have been signed, sent or made by the proper person. Each Intercreditor Party may consult counsel with respect to any question arising hereunder or in connection herewith and such Intercreditor Party

shall not be liable for any action taken or omitted to be taken in good faith upon advice of such counsel.

(d) All rights, interests, agreements and obligations of the Senior Agent and Senior Lenders under this Agreement shall remain in full force and effect irrespective of:

(i) any lack of validity or enforceability of the Senior Credit Documents or any agreement or instrument relating thereto;

(ii) any taking, exchange, release or non-perfection of any collateral, or any taking, release or amendment or waiver of or consent to or departure from any guaranty or indemnity for all or any portion of the Senior Obligations;

(iii) any manner of application of collateral, or proceeds thereof, to all or any portion of the Senior Obligations, or any manner of sale or other disposition of any collateral for all or any portion of the Senior Obligations or any other assets of the Project Company or any other Obligor;

(iv) any change, restructuring or termination of the corporate structure or existence of the Project Company or any other Obligor; or

(v) any other circumstance which might otherwise constitute a defense available to, or a discharge of, either of the Project Company or any other Obligor in respect of the Senior Obligations in respect of this Agreement.

**Section 3.3 *Insolvency Proceedings.*** In connection with any Insolvency Proceeding, the Senior Agent and the Senior Lenders, with respect to the Senior Obligations and the Senior Credit Documents, on the one hand, and the Offtaker, with respect to the Subordinated Obligations and the Subordinated Security Documents, on the other hand, agree as follows:

(a) **Filing of Claims.** The Offtaker may file proofs of claim with respect to the Subordinated Obligations, subject to the limitations contained in this Agreement. Offtaker shall not make or consent to any filing or motion, or vote or take any other action, including without limitation, voting in favor of any plan of reorganization, which would have the effect of (a) modifying or abrogating any of the rights or interests of the Senior Agent or Senior Lenders under this Agreement, or (b) adversely affecting Senior Agent or Senior Lenders' rights or remedies under the Senior Credit Documents, provided, however, that enforcing the terms of this Agreement shall not be deemed to have an adverse effect.

(b) **Automatic Stay.** The Offtaker shall not seek relief from the automatic or any other stay in any Insolvency Proceeding in connection with the enforcement of any of its rights and remedies under any of the Subordinated Security Documents or otherwise with respect to the Senior Collateral; provided, however, that in the event that failure to take such action with respect to any Senior Collateral by the Offtaker would cause the

loss of any of its rights under any Subordinated Security Documents, the Offtaker may take such action to preserve such right so long as the exercise of such right is not commenced until after this Agreement is terminated.

(c) Distributions.

(i) In the event of any distribution, division, or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of the Project Company or the proceeds thereof to the creditors of the Project Company or readjustment of the obligations and indebtedness of the Project Company, whether by reason of liquidation, bankruptcy, arrangement, receivership, assignment for the benefit of creditors, marshaling of assets of the Project Company or any other action or proceeding involving the readjustment of all or any part of the Senior Obligations or Subordinated Obligations or the application of the assets of the Project Company to the payment or liquidation thereof, or upon the dissolution or other winding up of the Project Company's business, or upon the sale of all or substantially all of the Project Company's assets, then, and in any such event, (i) the Senior Agent and the Senior Lenders shall first receive payment in full of all Senior Obligations prior to the payment of all or any part of the Subordinated Obligations, (ii) any payment or distribution of any kind or character, whether in cash, property or securities, by set-off, counterclaim or otherwise, to which the Offtaker would be entitled with respect to the Subordinated Obligations but for the provisions of this Agreement, shall be paid or delivered by the liquidating trustee or agent or other person making such payment or distribution, whether a trustee in bankruptcy, a receiver or liquidating trustee or otherwise, directly to the Senior Agent, to the extent necessary to make payment in full of all Senior Obligations remaining unpaid after giving effect to any concurrent payment or distribution to the Senior Lenders, and (iii) in the event that, notwithstanding the foregoing provisions of this Agreement, Offtaker shall have received any payment or distribution of any kind or character, whether in cash, property or securities, by set-off, counterclaim or otherwise with respect to the Subordinated Obligations before all Senior Obligations are paid in full, then and in such event such payment or distribution shall be deemed to be the property of, segregated, received and held in trust for the benefit of and shall be forthwith paid over or delivered to the Senior Agent for application in the manner received to the payment of all Senior Obligations remaining unpaid until all such Senior Obligations shall have been paid in full.

(ii) Until the full and final payment of the Senior Obligations, the Offtaker shall not seek to cause the Project Company to confirm or vote in favor of a plan of reorganization pursuant to Section 1129(b)(i) of the Bankruptcy Code that fails to provide for the full and final payment of the Senior Obligations on the effective date of such confirmed plan of reorganization. In addition, Offtaker shall not contest (or support any other person or entity contesting) (a) any request by Senior Agent for adequate protection pursuant to Section 361 of the Bankruptcy Code or otherwise, (b) any objection by Senior Agent or Senior

Lenders to any motion, relief, action or proceeding based on the Senior Lenders claiming a lack of adequate protection pursuant to Section 361 of the Bankruptcy Code or otherwise, (c) the entry of any cash collateral order in favor of the Senior Lenders, (d) the entry of any financing order in favor of the Senior Lenders under Section 364 of the Bankruptcy Code or otherwise, (e) an election by the Senior Lenders pursuant to Section 1111(b) of the Bankruptcy Code, or (f) any claim submitted in any proceeding by Senior Agent or Senior Lenders, or any valuation of the Senior Collateral submitted by Senior Agent or Senior Lenders in such proceeding. Senior Agent shall give Offtaker such notice of the foregoing actions as may be required by the Bankruptcy Code.

(iii) The Senior Obligations shall continue to be treated as Senior Obligations and the provisions of this Agreement shall continue to govern the relative rights and priorities of the Senior Lenders and the Offtaker even if all or part of the Senior Obligations or the security interests securing the Senior Obligations are subordinated, set aside, avoided, declared to be fraudulent or preferential, or disallowed in connection with any Insolvency Proceeding. This Agreement shall be reinstated if at any time any payment of any of the Senior Obligations is rescinded or must otherwise be returned by any holder of Senior Obligations or any representative of such holder.

### ***Section 3.4 Waivers.***

(a) No right of the Senior Agent or any Senior Lender to enforce the Lien subordination in any Senior Collateral or Remedial Action with respect thereto in respect of any Senior Collateral as provided in this Agreement shall in any manner be prejudiced or impaired by any act or failure to act on the part of the Project Company or by any act or failure to act by the Senior Agent or any Senior Lender, or by any noncompliance by any person with the terms, provisions and covenants of any of the Senior Credit Documents or any of the Subordinated Security Documents, regardless of any knowledge thereof which the Senior Agent or any Senior Lender may have or be otherwise charged with.

(b) Offtaker hereby waives, to the fullest extent permitted by law, any claim it may have against the Senior Agent or any Senior Lender arising out of or with respect to any action which the Senior Agent or any Senior Lender may take or permit or omit to take with respect to: (i) the Senior Credit Documents, (ii) collection of the Senior Obligations, (iii) the Project Company, (iv) the Senior Collateral, (v) any Remedial Action or the enforcement of any right or remedy under the Senior Credit Documents, or (vi) as a result of any other actions otherwise permitted pursuant to this Agreement (including, without limitation, Section 2.4), in each case not including any claims arising out of Senior Agent's or Senior Lenders' gross negligence or willful misconduct. The Offtaker agrees that the Senior Agent and the Senior Lenders have no duty to it in respect of the maintenance or preservation of the Senior Collateral or any rights of any person therein or in respect of the application of any proceeds of any loans or other financial accommodations extended under the Senior Credit Documents. The Senior Agent and

the Senior Lenders agree that, except as set forth in this Agreement and the Consent, the Offtaker shall have no obligation owing to the Senior Agent and the Senior Lenders.

(c) The Offtaker agrees not to assert and hereby waives, to the fullest extent permitted by law, any right to contest the validity, priority or enforceability of the Senior Security Documents, or to demand, request, plead or otherwise assert or otherwise claim the benefit of, any marshaling, appraisal, valuation or other similar right that may otherwise be available under Applicable Law with respect to the Subordinated Obligations or any other similar rights a junior secured creditor may have under Applicable Law with respect to the Subordinated Obligations.

(d) The Offtaker hereby waives any defense based on the adequacy of a remedy at law which might be asserted as a bar to the remedy of specific performance of this Agreement in any action brought therefor by the Senior Agent or any Senior Lender.

**Section 3.5 Information Concerning the Project Company, etc.** To the extent it deems necessary, each Intercreditor Party (other than the Senior Agent) shall be responsible, to the extent applicable, for keeping itself informed of (a) the financial condition of the Project Company and all endorsers and/or guarantors of the Subordinated Obligations or the Senior Obligations, as the case may be, and (b) all other circumstances bearing upon the risk of nonpayment of the Subordinated Obligations or the Senior Obligations, as the case may be. No Intercreditor Party shall have any present or future duty or responsibility to any other Intercreditor Party to advise them of information known to it regarding the financial condition of Project Company or of any circumstances bearing upon the risk of nonpayment of the Senior Obligations or the Subordinated Obligations. If any such information is conveyed by any Intercreditor Party to any other Intercreditor Party, such Intercreditor Party shall have no continuing duty or responsibility to advise such other Intercreditor Party of any inaccuracy in such information that it subsequently discovers or of any updated or subsequent information, whether or not of like kind.

**Section 3.6 No Rights of Subrogation.** No payment or distribution to the Senior Agent or any Senior Lender shall entitle the Offtaker to exercise any right of subrogation until the Senior Obligations shall have been paid in full.

**Section 3.7 Application of Payments.** All proceeds arising from any Remedial Action with respect to any Senior Collateral (whether or not resulting from or after an Insolvency Proceeding) shall be applied, first, to the payment of the Senior Obligations in the manner provided in the Senior Credit Documents until they have been paid in full in cash and without prejudice to Section 3.3(c), second, to the extent required by Applicable Law, to the payment of the Subordinated Obligations until they are paid in full in cash. Senior Agent agrees that prior to any distribution by Senior Agent of any proceeds arising from any Remedial Action to any party other than the Senior Agent and Senior Lenders, Senior Agent shall notify the Offtaker of such distribution at least fifteen (15) days prior to the distribution to the extent practicable.



**Section 3.8 Independent Decisions.** Each Intercreditor Party has, independently and without reliance on any other Intercreditor Party, and instead in reliance upon information supplied to it on behalf of the Project Company and upon such other information as it has deemed appropriate, made its own independent decision to enter into its Credit Documents and to enter into its obligations to the Project Company thereunder; and each Intercreditor Party shall, independently and without reliance upon any other Intercreditor Party, continue to make its own independent analysis and decisions in acting or not acting under its Credit Documents and this Agreement; provided, however, it is understood that the Senior Agent is not making any extension of credit and is acting solely at the discretion of the Senior Lenders pursuant to the terms of the Senior Credit Agreement; further, provided, however, that the Offtaker has no obligation to provide any extension of credit.

**Section 3.9 Turnover of Prohibited Transfers.** If any Senior Collateral is received by the Offtaker in violation of the terms of this Agreement, such Senior Collateral shall, without the necessity of demand or request by the Senior Agent, be delivered forthwith by the Offtaker to the Senior Agent for application to the Senior Obligations, in the form received, except for the addition of any endorsement or assignment necessary to effect a transfer of all rights therein to such other party. Until so delivered, any Senior Collateral shall be held by the Offtaker in trust for the Senior Agent and shall not be commingled with other funds or property of the Offtaker.

**Section 3.10 Effectiveness During Insolvency Proceeding.** This Agreement shall continue in full force and effect notwithstanding any Insolvency Proceeding, and shall apply with full force and effect with respect to all Senior Collateral acquired by the Project Company and to all Senior Obligations and Subordinated Obligations incurred by the Project Company from and after the initiation of any such Insolvency Proceeding.

**Section 3.11 Amendments.** The Offtaker shall not amend, supplement or otherwise modify, without the consent of the Senior Agent, the terms of any of its Subordinated Security Documents, or enter into any other agreement having the effect of doing so in a manner that would adversely affect the rights of the Senior Agent pursuant to this Agreement. Offtaker may also, without the consent of the Senior Agent, amend, supplement or otherwise modify the Subordinated Security Documents to correct any technical errors or omissions contained therein which are also corrected in the Senior Credit Documents.

**Section 3.12 Indulgences Not Waivers.** Neither the failure nor any delay on the part of the Senior Agent or any Senior Lender to exercise any right, remedy, power or privilege hereunder or under any instruments, documents or agreements evidencing or relating to any of the Senior Obligations shall operate as a waiver thereof or give rise to an estoppel, nor be construed as an agreement to modify the terms of this Agreement, nor shall any single or partial exercise of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No consent or waiver by a party hereunder shall be effective unless it is in writing and signed by the party making such consent or waiver, and then only to the extent specifically stated in such writing.

**Section 3.13 Duration and Termination; Payment Invalidated.**

(a) This Agreement shall constitute a continuing agreement and shall terminate with respect to the Senior Agent and the Senior Lenders only upon the final payment in full of each of the Construction Loan Facilities and the Bridge Loan Facilities (each as defined in the Senior Credit Agreement) and the termination of the commitments thereunder. The agreements set forth herein shall remain in full force and effect regardless whether the Offtaker, the Senior Agent or any Senior Lender in the future seeks to rescind, amend, terminate or reform, by litigation or otherwise, its agreements with the Project Company or any other Obligor. The termination of this Agreement shall, subject to clause (b), release fully and irrevocably all parties hereto from any and all liabilities (including, without limitation, the validity of this Agreement on an ongoing basis), duties and responsibilities hereunder to the same extent as if this Agreement had been fully terminated by all the parties hereto, provided that the foregoing shall not release any of the parties with respect to any obligations arising prior to such termination; provided further that this Section 3.13 is subject, and without prejudice, to and shall not release, any rights or obligations the Project Company may have in respect of the Power Purchase Agreement and the Subordinated Security Documents.

(b) In the event that this Agreement is terminated with respect to the Senior Agent and the Senior Lenders, as provided in clause (a), and the Senior Agent or any Senior Lender shall be required by a court or other tribunal of competent jurisdiction to disgorge, refund, rebate or otherwise return any amount received with respect to any of the Senior Collateral to any debtor-in-possession or trustee in respect of any Insolvency Proceeding or any other person (whether as the result of such payment constituting, or being alleged to constitute, a preference, a fraudulent conveyance or any other payment required to be disgorged pursuant to any such Insolvency Proceeding) then, in any such event, (i) the terms and conditions of this Agreement shall be reinstated, notwithstanding any prior termination of this Agreement pursuant to this Section, and (ii) all provisions of this Agreement shall once again be operative until all such Senior Obligations are again paid in full in cash.

**Section 3.14 Subordinated Security Documents and Senior Security Documents.** The Offtaker confirms that it has delivered to the Senior Agent true and correct copies of the Subordinated Security Documents, in each case as in effect on the date hereof, and all UCC financing statements and other filings to perfect its security interest in the Senior Collateral. The Senior Agent confirms that it has delivered to the Offtaker true and correct copies of the Senior Security Documents, in each case as in effect on the date hereof, and all UCC financing statements and other filings to perfect its security interest in the Subordinated Collateral.

**Section 3.15 New Agreement.** In connection with any assignment or transfer of any or all of the Senior Obligations (including any refinancing or replacement thereof or any debtor-in-possession financing provided to the Project Company by the Senior Lender), the Offtaker agrees, to execute and deliver an agreement containing terms identical to those contained herein in favor of any such assignee or transferee and, in addition, will execute and deliver an agreement containing terms identical to those contained herein in favor of any third person who succeeds to or replaces any or all of the financing provided under the Senior Credit Documents,

whether such successor financing or replacement occurs by transfer, assignment, “takeout” or any other means or vehicle, in each circumstance to which this Section 3.15 applies, if and only to the extent, Offtaker would be required to execute a new or replacement subordination agreement for the benefit of such parties under the terms of the Power Purchase Agreement.

#### ARTICLE IV MISCELLANEOUS

**Section 4.1 Conflict.** In the event of any conflict between the terms of any of the Senior Credit Documents or the Subordinated Security Documents and the terms of this Agreement, the terms of this Agreement shall control; provided, that this Agreement is not intended to amend or supersede the terms of the Consent. In the event of any conflict between the terms of this Agreement and the Consent, the Consent shall govern and control. The parties hereto acknowledge and agree that, subject to and without limiting the immediately preceding sentence of this Section 4.1, but notwithstanding any other provision of this Agreement, so long as no Default exists under the Power Purchase Agreement upon transfer of the Project or the Project assets pursuant to any foreclosure or sale or conveyance in lieu of foreclosure of the Senior Collateral (it being acknowledged and agreed that if Offtaker irrevocably waives any Default of the Project Company under the Power Purchase Agreement, no such Default shall be deemed to exist), the designee(s) or assignee(s) of the Project or Project Assets shall assume the Project Company’s (or its designee’s or assignee’s) rights under Power Purchase Agreement and the rights and obligations of the parties under the Option Agreement and the Land Option Agreement shall remain in full force and effect.

**Section 4.2 Benefit of Agreement, etc.** This Agreement is entered into only for the benefit of the parties hereto, and their respective successors and assigns, and no benefit shall accrue or is intended with respect to any other third party, including, without limitation, the Project Company or any trustee in bankruptcy for the Project Company. This Agreement is intended only to define the rights and obligations of the Offtaker, on the one hand, and the Senior Agent and the Senior Lenders, on the other hand, in the Senior Collateral and the other matters set forth expressly herein, and this Agreement shall in no way affect or impair the rights and obligations of the Intercreditor Parties or the Project Company under the Power Purchase Agreement, Senior Credit Documents or the Subordinated Security Documents.

**Section 4.3 Amendment; No Waiver.** This Agreement may be amended, modified or supplemented, but only by a written agreement signed by the parties hereto. Any waiver or consent shall be effective only in the specific instance and for the specified purpose for which given. A waiver or consent shall be effective only if it is in writing and signed by the party giving the waiver or consent.

**Section 4.4 Successors and Assigns.** All the covenants, terms and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns of the Offtaker and the Senior Agent. The Offtaker shall not assign all or any part of its rights and obligations under the Subordinated Security Documents to any person unless such person agrees in writing to be bound by all the terms of this Agreement. The Senior Agent shall not assign all

or any part of its rights and obligations under the Senior Security Documents to any person unless such person agrees in writing to be bound by the terms of this Agreement.

**Section 4.5 Severability.** In the event any provision of this Agreement is determined to be void, unlawful, or otherwise unenforceable, that provision shall be severed from the Agreement, and the remainder of this Agreement shall be interpreted and constructed in such a manner as if a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible replaced such severed provision, and the Agreement, as so interpreted and constructed, shall continue to be in full force and effect. If the application of any provision of this Agreement to any person or circumstance is determined to be void, unlawful, or unenforceable, then that provision remains valid, lawful, and enforceable as applied to other persons and circumstances.

**Section 4.6 Notices.** All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered personally, by facsimile, as a “.PDF” attachment to an electronic mail, or by reputable express courier service addressed to the relevant party hereto at the address stated below or at any other address notified by the party to the other as its address for purposes of this Agreement. Any communication so given personally and any notice so given by express courier service shall be deemed to have been delivered on the date of receipt of the intended recipient. As proof of such delivery it shall be sufficient to produce a receipt showing personal service or the receipt of a reputable courier company showing the correct address of the addressee.

If to the Senior Agent:

Deutsche Bank Trust Company Americas  
Trust and Agency Services  
60 Wall Street, 16th Floor  
MS: NYC60-1630  
New York, NY 10005  
Attention: Project Finance Agency Services – RE Astoria 2 LLC  
Fax: 732-578-4636

If to the Offtaker:

Southern California Public Power Authority  
1160 Nicole Court  
Glendora, CA 91740  
Attention: Executive Director  
Facsimile: (626) 704-9461  
Tel: (626) 793-9364  
Email: bcarnahan@scppa.org, shomer@scppa.org,  
knguyen@scppa.org

**Section 4.7 Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF

CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE.

**Section 4.8 Consent to Jurisdiction.** EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE [\_\_\_\_\_]² DISTRICT OF CALIFORNIA AND OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA SITTING IN THE COUNTY OF [\_\_\_\_\_] , AND ANY APPELLATE COURT FROM ANY OF THE FOREGOING COURTS FOR PURPOSES OF ALL LEGAL SUITS, ACTIONS, AND PROCEEDINGS ARISING OUT OF, CONNECTED WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HEREBY IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION OR DEFENSE WHICH IT MAY NOW OR HEREAFTER HAVE TO (A) THE LAYING OF VENUE IN SUCH A COURT, (B) ANY CLAIM THAT SUCH A COURT IS AN INCONVENIENT FORUM, (C) LACK OF PERSONAL, IN REM OR QUASI IN REM JURISDICTION, OR (D) ANY SIMILAR GROUNDS.

**Section 4.9 Intentionally Omitted.**

**Section 4.10 Counterparts; Electronic Delivery.** This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which, taken together, shall constitute only one legal instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart.

**Section 4.11 Further Assurances.** The Offtaker, on the one hand, and the Senior Agent, on the other hand, agree to execute such further documents and agreements as may be reasonably requested by the other to give effect to the purposes of this Agreement.

**Section 4.12 Reliance.** The consent by the Senior Lenders to the execution and delivery of the Subordinated Security Documents and the grant to the Offtaker of a Lien in the Senior Collateral shall be deemed to have been made in reliance upon this Agreement. The Offtaker expressly waives all notice of the acceptance of and reliance on this Agreement by the Senior Agent and the Senior Lenders.

**Section 4.13 [Reserved].**

**Section 4.14 Application to Other Agreements between Offtaker and Project Company.** The parties hereto acknowledge that this Agreement is not intended to, and shall not, apply to any agreements, contracts or other arrangements (including, without limitation, interconnection agreements, transmission agreements, construction services agreements, easement agreements, and retail service agreements) between Offtaker and the Project Company other than the Subordinated Obligations and the Subordinated Security Documents. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, nothing in

<sup>2</sup> Note to H&H: Please clarify which jurisdiction you are requesting.

this Agreement will be deemed to amend or otherwise modify the Project Company's rights and obligations under and pursuant to the Senior Credit Documents, the Power Purchase Agreement, the Subordinated Security Documents or any other document or instrument entered into between the Project Company and one or more Intercreditor Parties. Further, for the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, nothing in this Agreement will be deemed to amend or otherwise modify the Offtaker's rights and obligations between itself and the Project Company under and pursuant to the Land Option Agreement or any deed of trust that secures the Land Option Agreement.

***Section 4.15 Acknowledgment by the Project Company.*** By executing the acknowledgment to this Agreement, the Project Company acknowledges the rights and obligations of the Intercreditor Parties hereunder and shall not, either directly or indirectly, take any action to challenge the enforceability or validity of this Agreement; provided that, except as expressly set forth in this sentence, the Project Company shall have no obligations pursuant to, or liability under or in connection with, the terms of this Agreement. Notwithstanding the foregoing, the Project Company is not a party to this Agreement and a separate acknowledgment by the Project Company shall not be required with respect to any amendment, supplement or waiver hereto; provided that the Project Company, by its acknowledgement hereof, will not be deemed to have acknowledged or agreed to any such amendment, supplement or waiver until it has received a copy of any such amendment, supplement or waiver.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SENIOR AGENT:

DEUTSCHE BANK TRUST COMPANY  
AMERICAS,  
as Collateral Agent for the Secured Parties

By: Deutsche Bank National Trust Company

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Attachment: Inter-Creditor and Subordination Agreement (1743 : APPROVAL OF CONSENT AND AGREEMENT AMONG SOUTHERN

[Signature Page to Intercreditor and Subordination Agreement]

OFFTAKER:

SOUTHERN CALIFORNIA PUBLIC  
POWER AUTHORITY

By: \_\_\_\_\_  
Name:  
Title:

POWER AND WATER RESOURCES  
POOLING AUTHORITY

By: \_\_\_\_\_  
Name:  
Title:

CITY OF LODI

By: \_\_\_\_\_  
Name:  
Title:

CITY OF CORONA

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Intercreditor and Subordination Agreement]



CITY OF MORENO VALLEY

By: \_\_\_\_\_  
Name:  
Title:

CITY OF RANCHO CUCAMONGA

By: \_\_\_\_\_  
Name:  
Title:

Attachment: Inter-Creditor and Subordination Agreement (1743 : APPROVAL OF CONSENT AND AGREEMENT AMONG SOUTHERN

[Signature Page to Intercreditor and Subordination Agreement]

ACKNOWLEDGED AND AGREED:

RE ASTORIA 2 LLC

By: \_\_\_\_\_

Name:

Title:

Attachment: Inter-Creditor and Subordination Agreement (1743 : APPROVAL OF CONSENT AND AGREEMENT AMONG SOUTHERN

[Signature Page to Intercreditor and Subordination Agreement]

STATE OF \_\_\_\_\_ }  
 \_\_\_\_\_ }ss  
 COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_, 2015 before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature \_\_\_\_\_  
 Commission #: \_\_\_\_\_  
 Commission Expiration: \_\_\_\_\_

Attachment: Inter-Creditor and Subordination Agreement (1743 : APPROVAL OF CONSENT AND AGREEMENT AMONG SOUTHERN

EXHIBIT A

STATE OF NEW JERSEY

SS:

COUNTY OF HUDSON

On the    day of    , in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared [                    ] and [                    ], Authorized Signatories for Deutsche Bank National Trust Company on behalf of Deutsche Bank Trust Company Americas, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the persons or entities upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

7929378\_3

Attachment: Inter-Creditor and Subordination Agreement (1743 : APPROVAL OF CONSENT AND AGREEMENT AMONG SOUTHERN

EXHIBIT A

*Recording requested by and  
After recording return to:*

RE ASTORIA 2 LLC  
c/o Recurrent Energy, LLC  
300 California Street, 7th Floor  
San Francisco, California 94104  
Attention: Office of the General Counsel

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## NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this “Agreement”) is entered into as of \_\_\_\_\_, 2015, by and among RE ASTORIA 2 LANDCO LLC, a Delaware limited liability company (“Owner”); RE ASTORIA 2 LLC, a Delaware limited liability company (“Lessee”); SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (“SCPPA”), a joint powers agency and a public entity organized under the laws of the State of California and created under the provisions of the California Joint Exercise of Powers Act (California Government Section 6500 *et seq.*) (the “Act”), the POWER AND WATER RESOURCES POOLING AUTHORITY (“PWRPA”), a joint powers authority and a public entity organized under the laws of the State of California and created under the provisions of the Act, the CITY OF LODI (“Lodi”), a California municipal corporation organized and existing under the laws of the State of California, the CITY OF CORONA (“Corona”), a California municipal corporation organized and existing under the laws of the State of California, the CITY OF MORENO VALLEY (“Moreno Valley”), a California municipal corporation organized and existing under the laws of the State of California, and the CITY OF RANCHO CUCAMONGA (“Rancho Cucamonga”), a California municipal corporation organized and existing under the laws of the State of California (SCPPA, PWRPA, Lodi, Corona, Moreno Valley, and Rancho Cucamonga, collectively, “Fee Secured Party”) and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement (defined below)) (together with its successors and permitted assigns and in such capacity, “Collateral Agent”).

### R E C I T A L S :

A. Owner and Lessee entered into an Amended and Restated Land Lease dated as of October \_\_, 2015 (as it may be amended, modified or supplemented, the “Lease”) [as evidenced by the certain Memorandum of Land Lease dated as of October \_\_, 2015 and recorded on October \_\_, 2015 as Book \_\_\_\_\_, Page \_\_\_\_\_ of the real property records of Kern County, California (the “Official Records”), which Lease covers certain real property located in Kern County, California (the “Property”), for the development, construction and operation by Lessee of a solar energy project (the “Project”) pursuant to the terms of the Lease.

B. Fee Secured Party is the beneficiary of a Deed of Trust, Security Agreement and Fixture Filing executed by Owner in favor of \_\_\_\_\_, as Trustee, for the benefit of Fee

Secured Party, dated as of \_\_\_\_\_ and recorded on \_\_\_\_\_ as Book \_\_\_\_\_, Page \_\_\_\_\_ of the Official Records (as the same may have been or may hereafter be amended, modified, renewed, extended or replaced, collectively, the “Deed of Trust”).

C. Fee Secured Party and Owner have entered into that certain Land Option Agreement dated as of [\_\_\_\_\_], 2015 (the “Land Option Agreement”), pursuant to which Owner has granted Fee Secured Party an option (the “Land Purchase Option”) to purchase the Property in accordance with the terms and conditions thereof. [Note to Draft: Please include reference to the Memorandum.]

D. Lessee is entering into that certain Credit Agreement dated as of \_\_\_\_\_, 2015 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), with the financial institutions party thereto (the “Leasehold Lenders”) and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent (together with its successors and assigns in such capacity, the “Administrative Agent”), pursuant to which the Leasehold Lenders have agreed to make loans to Lessee on the terms and conditions set forth therein, which loans will be secured by a leasehold deed of trust (“Leasehold DOT”) granted by Lessee for the benefit of Collateral Agent.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. For purposes of this Agreement, the term “Lease” shall mean the Lease, as modified by that certain Consent, Estoppel and Agreement dated as of the date hereof among Owner, Lessee and Collateral Agent.

2. Non-Disturbance.

(a) Fee Secured Party hereby agrees, on behalf of itself, any purchaser at a foreclosure sale or any other person or entity to whom Owner’s interest in the Property passes from Owner by operation of law or any other means, that if Fee Secured Party or any of the foregoing persons or entities, purchases at a foreclosure or otherwise, such that it becomes the successor to Owner as owner of the Property claiming by or through Fee Secured Party, any assignee or successor-in-interest to Fee Secured Party, so long as no Event of Default (as defined under the Lease) by Lessee exists, for avoidance of doubt, taking into account all applicable notice, grace and cure periods set forth therein, including, without limitation, Collateral Agent’s cure rights that are specified for secured lenders under the Lease, (i) the Lease shall continue in full force and effect as a direct agreement between Fee Secured Party (or any assignee or successor-in-interest to Fee Secured Party or any person or entity that becomes the successor to Owner as owner of the Property) and Lessee and/or Collateral Agent, as the case may be, and (ii) Lessee’s quiet possession and occupancy of the Property and Lessee’s and Collateral Agent’s rights and privileges under the Lease shall not be disturbed by Fee Secured Party, any assignee or successor-in-interest to Fee Secured Party or any person or entity that becomes the successor to Owner as owner of the Property claiming by or

NONDISTURBANCE AND ATTORNMENT AGREEMENT

Attachment: Non-Disturbance and Attornment Agreement (1743 : APPROVAL OF CONSENT AND AGREEMENT AMONG SOUTHERN

through Fee Secured Party, any assignee or successor-in-interest to Fee Secured Party. Fee Secured Party shall not join Lessee as party to any action or proceeding brought as a result of a default by Owner under the Deed of Trust or any other document associated with the Deed of Trust, unless such joinder is required in order to complete the action or proceeding. In the event the Collateral Agent or any of the Secured Parties acquire Lessee's interest in the Lease by foreclosure, deed in lieu of foreclosure, or otherwise, Fee Secured Party shall recognize the Collateral Agent or the Secured Parties as having all rights of Lessee under the Lease and this Agreement.

(b) If Owner's interest in the Lease is acquired by Fee Secured Party, whether by purchase and sale, foreclosure, deed in lieu of foreclosure, or in any other way, action, or proceeding, or by any assignee or successor to Fee Secured Party, including, without limitation, any purchaser at a foreclosure sale, Fee Secured Party, Fee Secured Party's assignees, or successors-in-interest, or the purchaser at the foreclosure sale shall take the Property subject to the Lease and, subject to the terms of this Section 2(b), shall be bound by all of the undischarged obligations of Owner under the Lease occurring after such foreclosure or other action; provided, however, that Fee Secured Party shall not (i) be bound by any obligation to pay for any damages caused by Owner under the Lease that occurred prior to the date of the transfer of title, (ii) be obligated cure or pay for any uncureable defaults of Owner under the Lease that occurred prior to the date of the transfer of title, (iii) be obligated to pay for any allowances or other amounts under the Lease owed to Lessee that occurred prior to the date of the transfer of title, (iii) be bound by any amendments to the Lease not received by Fee Secured Party prior to the date of any such foreclosure or other action nor consented to by the Fee Secured Party, or (iv) be bound by any prepayment of rent more than one month in advance.

(c) Fee Secured Party hereby agrees to give to Lessee and Collateral Agent copies of all notices of Owner's default(s) under the Deed of Trust concurrently with Fee Secured Party giving any such notice of default to Owner. Each of Owner and Lessee hereby agrees to give to Fee Secured Party copies of all notices of either Lessee's or Owner's default(s) under the Lease concurrently with either Owner or Lessee giving any such notice of default to Lessee or Owner, as the case may be. Lessee and Collateral Agent shall have the right at their respective option, but not the obligation, to remedy any Owner default under the Deed of Trust, or to cause any default of Owner under the Deed of Trust to be remedied. Fee Secured Party shall accept performance by Lessee or Collateral Agent of any term, covenant, condition, or agreement to be performed by Owner under the Deed of Trust with the same force and effect as though performed by Owner.

(d) Except to the extent of the rights set forth in (i) the Power Purchase Agreement dated July 23, 2014 between Fee Secured Party and Lessee (including, but not limited to, the Project Purchase Option and the Right of First Offer defined therein), (ii) the Land Option Agreement between Fee Secured Party and Owner, (iii) the Option Agreement dated as of \_\_\_\_\_ between Fee Secured Party and Lessee, which provides Fee Secured Party with a purchase option to purchase the Project, (iv) the liens granted pursuant to the Deed of Trust, and the Leasehold DOT (but subject to the terms of the Intercreditor and Subordination Agreement, dated as of the date hereof, between Fee Secured Party and the Collateral Agent), Fee Secured Party hereby agrees that it has no interest in and to the Project, or any equipment, improvements, or fixtures owned or installed by Lessee or its affiliates, successors, assigns, or transferees on the Property leased to Lessee relating to the Project, whether real, personal, or mixed, and that any equipment, improvements, or fixtures owned or installed by Lessee or its affiliates,

successors, assigns, or transferees on the Property leased to Lessee relating to the Project shall remain the property of Lessee and shall be removable by Lessee at any time, subject to the terms and conditions of the Lease.

3. Attornment.

(a) If the interest of Owner in the Lease is acquired by Fee Secured Party, whether by purchase and sale, foreclosure, deed in lieu of foreclosure, or in any other way, action, or proceeding, or by any assignee or successor to Fee Secured Party, including, without limitation, any purchaser at a foreclosure sale, Lessee shall attorn to Fee Secured Party, or its successors and assigns, said attornment to be effective and self-operative immediately upon Fee Secured Party's or its successor's or assign's succeeding to the interests of Owner in the Lease without the execution of any other instruments on the part of any party hereto.

(b) Owner hereby irrevocably authorizes and directs Lessee, upon receipt from Fee Secured Party of written notice that Fee Secured Party has acquired Owner's fee interest in the Property, to pay all rents and other monies payable by Lessee under the Lease to or as directed by Fee Secured Party. Owner irrevocably releases Lessee from any liability to Owner for all payments so made. Lessee agrees that, upon receipt of such notice, it will pay all monies then due and becoming due from Lessee under the Lease to or as directed by Fee Secured Party, notwithstanding any provision of the Lease to the contrary. Such payments shall continue until Fee Secured Party directs Lessee otherwise in writing.

(c) If the interest of the Lessee in the Lease is acquired by the Collateral Agent or any successor or assign of the Collateral Agent's interest in the Leasehold DOT, whether by purchase and sale, foreclosure, deed in lieu of foreclosure, or in any other way, action, or proceeding, or by any assignee or successor to Collateral Agent, including, without limitation, any purchaser at a foreclosure sale, Collateral Agent or such successor, as Lessee, shall attorn to the Owner or the party holding the interest of the Owner in the Lease, or its successors and assigns, said attornment to be effective and self-operative immediately upon Collateral Agent's or its successor's or assign's succeeding to the interests of Lessee in the Lease without the execution of any other instruments on the part of any party hereto; provided, however, that the Collateral Agent or such successor shall not (i) be bound by any obligation to pay for any damages caused by Lessee under the Lease that occurred prior to the date of the transfer of title, (ii) be obligated to cure or pay for any uncureable defaults of Lessee under the Lease, (iii) be obligated to pay for any other amounts under the Lease owed to Owner prior to the date of the transfer of title, or (iii) be bound by any amendments to the Lease not received by the Collateral Agent prior to the date of such foreclosure or other action not consented to by the Collateral Agent.

4. Land Option Agreement. For avoidance of doubt, if Fee Secured Party exercises the Land Purchase Option to purchase the Property pursuant to the Land Option Agreement, Fee Secured Party shall take title to the Property subject to the terms and conditions of the Lease, this Agreement and any amendment or modification thereof in effect as of the time when such purchase is consummated.

5. General Provisions.

- 4 -

NONDISTURBANCE AND ATTORNMENT AGREEMENT



(a) Any notice or other required communication hereunder shall be in writing and may be given by delivering in person, reliable overnight courier, or mailing the same by registered or certified mail, return receipt requested, addressed to the intended party at its address as set forth below. Any party may designate a new address by notice in writing to the other parties. Any notice given in accordance herewith shall be effective on the date of receipt or rejection in the case of reliable overnight courier or registered or certified mail.

Owner: \_\_\_\_\_  
\_\_\_\_\_

Lessee: \_\_\_\_\_  
\_\_\_\_\_

Fee Secured Party: \_\_\_\_\_  
\_\_\_\_\_

Collateral Agent: \_\_\_\_\_  
\_\_\_\_\_

(b) This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of each of the parties hereto. The term "Fee Secured Party" shall include the respective holders from time to time of the Deed of Trust, and the terms "Owner" and "Lessee" shall include the successors, assignees, or holders from time to time of the landowner's interest in the Property, and the successors, assignees, or holders from time to time of the Lessee's interest in the Lease.

(c) Each party shall, from time to time, take such actions, execute such documents and agreements, and provide such certificates as any other party may reasonably request to carry out and fulfill the transactions, and permit the exercise and performance of the rights and obligations, as are contemplated hereunder, and to effectuate the purpose and intent of this Agreement.

(d) This Agreement shall be governed by, and construed under, the laws of the State of California. This Agreement may not be amended or modified except by an agreement in writing signed by the all of the parties hereto. Each party may freely assign its rights and obligations hereunder, provided, however, (i) the rights and obligations may not be assigned or delegated to multiple parties by a party to this Agreement, (ii) the rights and obligations of Fee Secured Party may not be assigned or delegated separate from the interest of the Fee Secured Party in the Deed of Trust, and (iii) the rights and obligations of Collateral Agent may not be assigned or delegated separate from the interest of the Collateral Agent in the Leasehold DOT. If any action or proceeding is brought by any party against any other party arising from or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(e) Lessee shall cause this Agreement to be recorded in the applicable recording office in Kern County, California where the Property is located. Each of Owner and Fee Secured Party agrees to execute, acknowledge and deliver such further instruments as Lessee or Collateral Agent may request to allow for the proper recording of this Agreement or to otherwise accomplish the purposes of this Agreement.

(f) All references to the Collateral Agent contained herein refer to the Collateral Agent not acting in its individual capacity but solely as Collateral Agent acting at the written direction of the Secured Parties.

[signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Non-Disturbance Agreement as of the day and year first above written.

**OWNER:**

RE ASTORIA 2 LANDCO LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2015 before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

[Seal]

[signatures continue on the following page]  
SIGNATURE PAGE TO NONDISTURBANCE AND ATTORNMENT AGREEMENT

**LESSEE:**

RE ASTORIA 2 LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2015 before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

[Seal]

[signatures continue on the following page]

SIGNATURE PAGE TO NONDISTURBANCE AND ATTORNMENT AGREEMENT

**FEE SECURED PARTY:**

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY,  
a joint powers authority and a public entity organized under the laws of the State of California and  
created under the provisions of the Act

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2015 before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

[Seal]

[signatures continue on the following page]

SIGNATURE PAGE TO NONDISTURBANCE AND ATTORNMENT AGREEMENT

Attachment: Non-Disturbance and Attornment Agreement (1743 : APPROVAL OF CONSENT AND AGREEMENT AMONG SOUTHERN

POWER AND WATER RESOURCES POOLING AUTHORITY,  
a joint powers authority and a public entity organized under the laws of the State of California and  
created under the provisions of the Act

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2015 before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

[Seal]

[signatures continue on the following page]

SIGNATURE PAGE TO NONDISTURBANCE AND ATTORNMENT AGREEMENT

Attachment: Non-Disturbance and Attornment Agreement (1743 : APPROVAL OF CONSENT AND AGREEMENT AMONG SOUTHERN

CITY OF LODI,  
a California municipal corporation organized and existing under the laws of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2015 before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

[Seal]

[signatures continue on the following page]

SIGNATURE PAGE TO NONDISTURBANCE AND ATTORNMENT AGREEMENT

Attachment: Non-Disturbance and Attornment Agreement (1743 : APPROVAL OF CONSENT AND AGREEMENT AMONG SOUTHERN

CITY OF CORONA,  
a California municipal corporation organized and existing under the laws of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2015 before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

[Seal]

[signatures continue on the following page]

SIGNATURE PAGE TO NONDISTURBANCE AND ATTORNMENT AGREEMENT

Attachment: Non-Disturbance and Attornment Agreement (1743 : APPROVAL OF CONSENT AND AGREEMENT AMONG SOUTHERN



CITY OF MORENO VALLEY,  
a California municipal corporation organized and existing under the laws of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ ) ss:

On \_\_\_\_\_, 2015 before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

[Seal]

[signatures continue on the following page]

SIGNATURE PAGE TO NONDISTURBANCE AND ATTORNMENT AGREEMENT

Attachment: Non-Disturbance and Attornment Agreement (1743 : APPROVAL OF CONSENT AND AGREEMENT AMONG SOUTHERN

CITY OF RANCHO CUCAMONGA,  
a California municipal corporation organized and existing under the laws of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2015 before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

[Seal]

[signatures continue on the following page]

SIGNATURE PAGE TO NONDISTURBANCE AND ATTORNMENT AGREEMENT

**COLLATERAL AGENT:**

DEUTSCHE BANK TRUST COMPANY AMERICA,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2015 before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

[Seal]

SIGNATURE PAGE TO NONDISTURBANCE AND ATTORNMENT AGREEMENT

**EXHIBIT A**

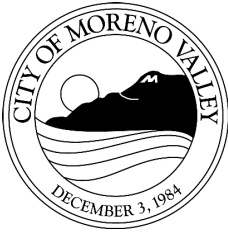
**TO**

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

**Property Description**

[TO BE ATTACHED]

Attachment: Non-Disturbance and Attornment Agreement (1743 : APPROVAL OF CONSENT AND AGREEMENT AMONG SOUTHERN



APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

## Report to City Council

**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E. Public Works Director/City Engineer

**AGENDA DATE:** June 24, 2014

**TITLE:** APPROVAL OF: (1) POWER PURCHASE AGREEMENT AMONG RE ASTORIA 2 LLC (AS SELLER) AND THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (SCPPA), THE POWER AND WATER RESOURCES POOLING AUTHORITY (PWRPA), AND THE CITIES OF LODI, CORONA, MORENO VALLEY, AND RANCHO CUCAMONGA (TOGETHER, AS BUYERS); AND (2) BUYERS JOINT PROJECT AGREEMENT

### RECOMMENDED ACTION

Recommendations:

1. Approve the Power Purchase Agreement among RE Astoria 2 LLC (as seller), and SCPPA, PWRPA, and the Cities of Lodi, Corona, Moreno Valley, and Rancho Cucamonga.
2. Approve the Buyers Joint Project Agreement by and among SCPPA, PWRPA, and the Cities of Lodi, Corona, Moreno Valley, and Rancho Cucamonga.
3. Authorize the City Manager to execute both Agreements.

### SUMMARY

All publicly owned utilities must adopt a Renewable Portfolio Standard (RPS) program with prescribed goals for purchasing energy generated through renewable sources. The most frequently used renewable resources include biomass, water, geothermal, wind and solar energy. This report recommends approval of two agreements through which the Moreno Valley Utility will purchase renewable energy from the RE Astoria 2

LLC Solar Project being developed by Recurrent Energy. The City of Moreno Valley is one of several buyers in the project; the other buyers include SCPPA, PWRPA, and the Cities of Lodi, Corona, and Rancho Cucamonga.

## **DISCUSSION**

On June 11, 2013, the City Council approved Resolution No. 2013-37 adopting a Renewable Energy Procurement Plan pursuant to Senate Bill 2-1X. The bill requires all publicly owned utilities to adopt a Renewable Portfolio Standard (RPS) program with prescribed goals for procuring renewable energy resources and the criteria for achieving such goals. The goals for procuring renewable energy are as follows:

- Procurement targets are described as a percentage of retail sales –
  - Compliance Period One: an average of 20% RPS eligible resource procurement
  - Compliance Period Two: by December 31, 2016, 25% RPS eligible resource procurement
  - Compliance Period Three: by December 31, 2020, 33% RPS eligible resource procurement

SCPPA, a joint-powers authority comprised of twelve public power agencies and one irrigation district located in Southern California, annually issues an RFP for renewable energy projects. Each proposal received is evaluated and if there is sufficient interest in a project, SCPPA will negotiate a Power Purchase Agreement with the developer.

The RE Astoria 2 Solar Project is being developed by Recurrent Energy, and is the second phase of a larger project that was developed for Pacific Gas & Electric. It will be sited on approximately 840 acres located in Kern County, just north of Los Angeles County. This second phase will be 75 MW in size. The scheduled commercial operation date of the facility is December 31, 2016.

The output of the project is allocated as follows:

- SCPPA 55 MW
  - City of Azusa 2 MW
  - City of Banning 8 MW
  - City of Colton 5 MW
  - City of Vernon 20 MW – increasing to 30 MW in 2022
- City of Corona 2 MW
- City of Lodi 10 MW
- City of Moreno Valley 2 MW
- City of Rancho Cucamonga 6 MW
- PWRPA 10 MW

The terms of the Power Purchase Agreement include a fixed price of \$64.00 per MWh over 20 years for the energy and renewable attributes. If the Seller fails to deliver at

least 80% of the annual guaranteed generation, the Seller will either provide an equivalent product for the shortfall amount, or pay the Buyers' actual cost for any replacement energy purchased. The Seller will establish a \$10.5 million security fund to ensure compliance with the performance parameters specified in the Agreement. Project members will have the option to purchase the facility after ten years at fair market value. For the Project members who do not exercise the purchase option, the terms of the Power Purchase Agreement would substantially remain in place.

The Buyers Joint Project Agreement stipulates the formation of a Buyers' Joint Project Committee, whose purpose is to provide coordination among the Buyers and a means to jointly agree on matters related to the project over the term of the Agreement.

MVU's allocation in this project will count towards the renewable energy requirement for Compliance Period 3 as defined in the Renewable Energy Procurement Plan, and conforms to the policies established by the 10-Year Resource Plan that the City Council approved on June 11, 2013.

### **ALTERNATIVES**

1. Approve the Power Purchase Agreement and the Buyers Joint Project Agreement. Staff recommends this alternative.
2. Do not approve the Power Purchase Agreement and the Buyers Joint Project Agreement. Staff does not recommend this alternative. *The City could be found non-compliant with the State mandate for renewable energy.*

### **FISCAL IMPACT**

The Project will require no contributions to construction costs, and therefore will have no fiscal impact for FY 14/15 or FY 15/16. MVU would only pay for the actual energy received at the contract price of \$64.00 per MWh, beginning in 2017. The projected annual cost is \$398,400, based on anticipated Project output. The projected annual cost does not exceed the Cost Limitation provision of 2.5% of total annual revenue from electricity sales to retail customers that was established and approved in the Renewable Energy Procurement Plan.

### **CITY COUNCIL GOALS**

#### **POSITIVE ENVIRONMENT:**

The diversified portfolio of the City's power supply resources will foster a positive environment and potentially help contribute to the reduction of the State's reliance on fossil-fueled generation.

### **NOTIFICATION**

Posting of Agenda.

**ATTACHMENTS**

Attachment 1 – Power Purchase Agreement

Attachment 2 – Buyers Joint Project Agreement

Prepared By:  
Jeannette Olko  
Electric Utility Division Manager

Department Head Approval:  
Ahmad R. Ansari, P.E.  
Public Works Director/City Engineer





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer

**AGENDA DATE:** November 10, 2015

**TITLE:** APPROVAL OF AN APPROPRIATION OF \$98,000 FOR THE PURCHASE OF SECURITY CAMERAS, STORAGE, AND TRANSMISSION EQUIPMENT FOR THE CITY CORPORATE YARD

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Staff recommends that the City Council approve an appropriation of \$98,000 and the related budget adjustments for the purchase of security cameras, storage, and transmission equipment for the City Corporate Yard.

### **SUMMARY**

This report recommends approval of an appropriation of \$98,000 for the purchase of security cameras, storage, and transmission equipment for the City Corporate Yard ("Yard"). There is a need to ensure good security at the City Corporate Yard as it houses a significant number of vehicles and tools, some of which are particularly high-cost items. The recommended equipment will become part of the Citywide Camera System so that all similar equipment throughout the city is standardized.

### **DISCUSSION**

Incidents over the past few months at the City Corporate Yard have highlighted the need to replace fourteen (14) aged cameras and add nine (9) cameras to help secure the Yard adequately. Additionally, California Government Code (Section 34090.6) mandates the retention period for certain types of video recordings, which necessitates large amounts of video storage.

The Yard has experienced incidents involving automobile theft, grand theft, burglary, and vandalism. These incidents have highlighted the need to improve the number and

clarity of cameras used to secure the Yard. Other security measures have also been put into effect. Analysis by staff, including where valuable items are stored, access in and out of the Yard, existing security measures (e.g. fences, locks, etc.), and planned expansion at the Yard has concluded that the existing cameras do not provide adequate coverage of valuable equipment and do not provide clear images of sufficient detail to resolve security incidents. Therefore, replacing the existing cameras and adding several more cameras is required.

The California Government Code (“Code”) is explicit about the required retention of “recordings of routine video monitoring.” The Code states that “the head of a ... city ..., after one year, may destroy recordings of routine video monitoring.” Routine video monitoring “means video recording by a video or electronic imaging system designed to record the regular and ongoing operations of the departments ..., including ... building security recording systems.”

Therefore, the city must retain videos of ongoing operations at the Yard for one year. This is a significant expense over the Citywide Camera System’s video retention at intersections and parks, which is limited to thirty (30) days. This requirement of the Code increases the cost of the storage required, the cost of the software to manage the video, and the number of servers required to record the video.

This purchase is estimated not to exceed \$98,000 and is consistent with the City Council’s prior approval of a standardized camera system. A specific budget appropriation for this purpose is submitted for City Council approval. The requested appropriation will fund a camera system at the Yard to help secure the facilities and fleet operations (vehicles, equipment, and tools).

## **ALTERNATIVES**

1. Approve the appropriation and related budget adjustments for the purchase of security cameras, storage, and transmission equipment for the City Corporate Yard. *Staff recommends this alternative as it will allow the City to purchase security components to protect equipment and tools located at the City Corporate Yard.*
2. Do not approve the appropriation and related budget adjustments for the purchase of security cameras, storage, and transmission equipment for the City Corporate Yard. *This alternative will leave the City Corporate Yard vulnerable to theft and vandalism of high dollar value vehicles, equipment, and tools located at the City Corporate Yard.*

## **FISCAL IMPACT**

There is no impact to the General Fund. Current accumulated Equipment Replacement Reserves will be utilized to fund the purchase of the security cameras, storage, and transmission equipment for the City Corporate Yard.

Fund	GL Account No.	Type (Rev/Exp)	FY 15/16 Budget	Proposed Adjustment	FY 15/16 Amended Budget
Technology Asset Fund	7220-30-39-25412	Exp	\$85,000	\$98,000	\$183,000
Technology Asset Fund – Transfer In	7220-99-99-97220-807510	Rev	0	98,000	98,000
Equipment Replacement Reserve – Transfer Out	7510-99-97-88190-907220	Exp	0	98,000	98,000

**PREPARATION OF STAFF REPORT**

Prepared By:  
Robert Lemon  
Maintenance & Operations Division Manager

Department Head Approval:  
Ahmad R. Ansari, P.E.  
Public Works Director/City Engineer

Concurred By:  
Steve Hargis  
Technology Services Division Manager  
Financial & Management Services

Department Head Approval:  
Richard Teichert  
Chief Financial Officer/City Treasurer  
Financial & Management Services

**CITY COUNCIL GOALS**

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

**ATTACHMENTS**

1. Hitachi Data Systems Quote 7169103-5
2. Hitachi Data Systems Quote 7169212-6

**APPROVALS**

Budget Officer Approval	✓ Approved	
City Attorney Approval	✓ Approved	11/04/15 12:53 PM
City Manager Approval	✓ Approved	11/04/15 2:19 PM

# HITACHI

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## C U S T O M E R   Q U O T A T I O N

### Hitachi Data Systems

500 Park Blvd Ste 300  
Itasca, IL 60143-3167  
United States  
Order Email: [HDSOrders@hds.com](mailto:HDSOrders@hds.com)

**To:**  
**City of Moreno Valley**  
P.O. Box 88005  
Moreno Valley, CA 92552  
United States

**Bill To:**  
**City of Moreno Valley**  
P.O. Box 88005  
Moreno Valley, CA 92552  
United States

**Quote Number:** 7169103-5  
Quote Description: Moreno Valley / Avrio / City Yard

Quote Date: 16-SEP-2015  
**Quote Expiry Date: 11-OCT-2015**

### Quote Information

Thank you for this opportunity to supply you with an official quotation for Hitachi Data Systems storage solutions and services. If you have questions in respect of this quote, whether technical or price related, please do not hesitate to contact your Hitachi Data Systems Account Manager **Terry Brennan** on telephone **+13107450260**.

### Order Information

Please include the Hitachi Data Systems Quote Number on your Purchase Order. Please send your Purchase Order to the Hitachi Data Systems postal or email address above. **This quotation is governed by the terms and conditions of the Direct Purchasing Agreement No. CMV001, or if none exists, then by the terms and conditions located at <http://www.hds.com/corporate/legal/index.html>.**

### Quote Totals Overview (All pricing is in USD)

Products	Price (USD)
Hardware (incl. support)	5,000.00
Software	12,166.48
Software Support	2,756.58
<b>Total Price (exclusive of taxes)</b>	<b>19,923.06</b>

Attachment: Hitachi Data Systems Quote 7169103-5 (1740 : APPROVAL OF AN APPROPRIATION OF \$98,000 FOR THE PURCHASE OF SECURITY

Customer Name: City of Moreno Valley  
 Quote Number: 7169103-5  
 Quote Description: Moreno Valley / Avrio / City Yard

Quote Date: 16-SEP-2015  
 Quote Expiry Date: 11-OCT-2015

## Quote Summary

All pricing is in USD

## Solution 1: Other Equipment and Items

Cat.	Product	Qty	Support per System	Extended Price (USD)
3rd Party SW	Other Equipment - Software;	1		12,166.48
	Software Support <i>Support Renewal per month = 0.00</i>		Term: Months Level:	2,756.58
<b>Sub-Total Solution 1 (USD)</b>				<b>14,923.06</b>
<b>GRAND TOTAL (USD)</b>				<b>14,923.06</b>

Attachment: Hitachi Data Systems Quote 7169103-5 (1740 : APPROVAL OF AN APPROPRIATION OF \$98,000 FOR THE PURCHASE OF SECURITY

Notes:

1. *The following is included in the Hardware price: Installation and Hardware support during the "Support Term or Remaining Support Term".*
2. *If the Software Support Term is greater than 12 months, then Hitachi Data Systems will consider the first 12 months as the initial Support Term and any remaining months prepaid towards the renewal period. The Customer has the option to renew at the monthly "Support Renewal Amount" stated above for the same term as the initial Support Term. NOTWITHSTANDING A PROVISION IN A SALES OR PURCHASE AGREEMENT OR CUSTOMER'S PURCHASE ORDER STATING OTHERWISE, BY SIGNING THIS QUOTATION OR ISSUING A PURCHASE ORDER REFERENCING THIS QUOTATION, THE CUSTOMER AGREES THAT: the initial Support Term is non-cancellable and non-refundable. The Customer shall be entitled to terminate for convenience the software support by giving three months prior written notice effective no sooner than the end of the Initial Support Term. Where such prepaid software support is terminated in this manner, Hitachi Data Systems will credit the Customer a sum equal to the agreed monthly renewal rate multiplied by the number of months cancelled from the effective date of termination. After the expiration of the Initial Support Term, if customer has not prepaid for Software support during the Renewal Support Term, customer has the option to renew such support at the Support Renewal Amount stated above for the same term as the Initial Support Term.*
3. *Support Term commences upon delivery, unless otherwise specified in the terms of the referenced Master Contract in force between Hitachi Data Systems and Customer.*

Attachment: Hitachi Data Systems Quote 7169103-5 (1740 : APPROVAL OF AN APPROPRIATION OF \$98,000 FOR THE PURCHASE OF SECURITY

# HITACHI

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## C U S T O M E R   Q U O T A T I O N

### Hitachi Data Systems

500 Park Blvd Ste 300  
Itasca, IL 60143-3167  
United States  
Order Email: [HDSOrders@hds.com](mailto:HDSOrders@hds.com)

**To:**  
**City of Moreno Valley**  
P.O. Box 88005  
Moreno Valley, CA 92552  
United States

**Bill To:**  
**City of Moreno Valley**  
P.O. Box 88005  
Moreno Valley, CA 92552  
United States

**Quote Number:** 7169212-6  
Quote Description: Moreno Valley/Aviro/City Yard CR220 & G200

Quote Date: 30-SEP-2015  
**Quote Expiry Date: 17-OCT-2015**

### Quote Information

Thank you for this opportunity to supply you with an official quotation for Hitachi Data Systems storage solutions and services. If you have questions in respect of this quote, whether technical or price related, please do not hesitate to contact your Hitachi Data Systems Account Manager **Terry Brennan** on telephone **+13107450260**.

### Order Information

Please include the Hitachi Data Systems Quote Number on your Purchase Order. Please send your Purchase Order to the Hitachi Data Systems postal or email address above. **This quotation is governed by the terms and conditions of the Direct Purchasing Agreement No. CMV001, or if none exists, then by the terms and conditions located at <http://www.hds.com/corporate/legal/index.html>.**

Where a trial license is included in this quote, the use of it is determined by the terms and conditions specified in the Hitachi Data Systems website [http://www.hds.com/corporate/legal/?WT.ac=us\\_ft\\_legal&p=v](http://www.hds.com/corporate/legal/?WT.ac=us_ft_legal&p=v)

### Quote Totals Overview (All pricing is in USD)

Products	Price (USD)
Hardware (incl. support) 1 x VSP G200 1 x CR220H	53,464.00
Software	990.00
Software Support	178.20
Professional Services	17,444.80
<b>Total Price (exclusive of taxes)</b>	<b>72,077.00</b>

Attachment: Hitachi Data Systems Quote 7169212-6 (1740 : APPROVAL OF AN APPROPRIATION OF \$98,000 FOR THE PURCHASE OF SECURITY

Customer Name: City of Moreno Valley  
 Quote Number: 7169212-6  
 Quote Description: Moreno Valley/Aviro/City Yard CR220 & G200

Quote Date: 30-SEP-2015  
 Quote Expiry Date: 17-OCT-2015

## Quote Summary

All pricing is in USD

## Solution 1: VSP G Unified Platform

## Hardware Specification

**Capacity:** Raw Storage Capacity (TB) : 156.646, Usable Storage Capacity (Base 10) TB : 117.484, Usable Storage Capacity (Base 2) TB : 106.851  
**Drives:** 4TB 7.2K SAS Hard Disk Drive : 44

Cat.	Product	Qty	Support per System	Extended Price (USD)
HW	VSP G200 Product Unified (FC/iSCSI)	1		45,546.85
	Hardware Support Support Renewal per month = 421.12		Term: 36 Months Level: Standard	
SW	VSP G200 Software Sales VSP G200 Hitachi Storage Virtualization Operating System frame : 1	1		990.00
	Software Support Support Renewal per month = 14.85		Term: 12 Months Level: Remote Software Support	178.20
SW	Hitachi Data Instance Director Software Sales	1		0.00
	Software Support Support Renewal per month = 0.00		Term: 12 Months Level: Remote Software Support	
<b>Sub-Total Solution 1 (USD)</b>				46,715.05

## Solution 2: Compute Rack Product Sales

Cat.	Product	Qty	Support per System	Extended Price (USD)
HW	Compute Rack 220H Product Sales	1		7,917.15
	Hardware Support Support Renewal per month = 34.42		Term: 36 Months Level: Standard	
SW	Hitachi Command Suite Software - Server Sales	1		0.00
	Software Support Support Renewal per month = 0.00		Term: 36 Months Level: Remote Software Support	
SW	Hitachi VMware Software No-Charge Sales	1		0.00
<b>Sub-Total Solution 2 (USD)</b>				7,917.15

## Solution 4: Professional Service Sales

Cat.	Product	Qty	Support per System	Extended Price (USD)
PS	Professional Services		n/a	
	SVC Hitachi SVOS Implementation - Midrange T/E	1		0.00
	SVC Hitachi SVOS Implementation - Midrange	1		11,625.60
	SVC Hitachi Compute Systems Implementation	1		5,819.20
<b>Sub-Total Solution 4 (USD)</b>				17,444.80



Customer Name: City of Moreno Valley  
Quote Number: 7169212-6  
Quote Description: Moreno Valley/Aviro/City Yard CR220 & G200

Quote Date: 30-SEP-2015  
Quote Expiry Date: 17-OCT-2015

A.7.b

GRAND TOTAL (USD)

72,077.00

Attachment: Hitachi Data Systems Quote 7169212-6 (1740 : APPROVAL OF AN APPROPRIATION OF \$98,000 FOR THE PURCHASE OF SECURITY

**Notes:**

1. ***The following is included in the Hardware price: Installation and Hardware support during the "Support Term or Remaining Support Term".***
2. ***If the Software Support Term is greater than 12 months, then Hitachi Data Systems will consider the first 12 months as the initial Support Term and any remaining months prepaid towards the renewal period. The Customer has the option to renew at the monthly "Support Renewal Amount" stated above for the same term as the initial Support Term. NOTWITHSTANDING A PROVISION IN A SALES OR PURCHASE AGREEMENT OR CUSTOMER'S PURCHASE ORDER STATING OTHERWISE, BY SIGNING THIS QUOTATION OR ISSUING A PURCHASE ORDER REFERENCING THIS QUOTATION, THE CUSTOMER AGREES THAT: the initial Support Term is non-cancellable and non-refundable. The Customer shall be entitled to terminate for convenience the software support by giving three months prior written notice effective no sooner than the end of the Initial Support Term. Where such prepaid software support is terminated in this manner, Hitachi Data Systems will credit the Customer a sum equal to the agreed monthly renewal rate multiplied by the number of months cancelled from the effective date of termination. After the expiration of the Initial Support Term, if customer has not prepaid for Software support during the Renewal Support Term, customer has the option to renew such support at the Support Renewal Amount stated above for the same term as the Initial Support Term.***
3. ***Support Term commences upon delivery, unless otherwise specified in the terms of the referenced Master Contract in force between Hitachi Data Systems and Customer.***

Attachment: Hitachi Data Systems Quote 7169212-6 (1740 : APPROVAL OF AN APPROPRIATION OF \$98,000 FOR THE PURCHASE OF SECURITY

## Bill of Materials

### Solution 1 - VSP-G-SOLUTION.S

**Hardware**

VSP-G200-A0001.S	Description	Quantity	Product Status
043-100882-01.P	VSP G Microcode Kit	1	
043-100883-01.P	VSP G Family Product Documentation Library	1	
043-100884-01.P	VSP G HiTrack CD	1	
2853906-001.P	Dummy Drive for CBSL/DBL	4	
3919435-HDW2.P	VSP G200 SVP - Service Processor	1	
A34V-600-850-UNI.P	Universal rail kit	1	
A3BF-600-1200-V2.P	Minkels Universal Plus Rack 600x1200x2010 mm (WxDxH) 42U	1	
A3BF-HK-GL-740-1.P	Corner Guide Rail Kit	3	
A3BF-Z-PAN-1200.P	Side Panel 1200 mm Depth (qty 1)	2	
DW-F800-BM10.P	VSP G Cache Flash Memory Mid for S	2	
DW-F800-CTLS.P	VSP G-S Controller	2	
DW-F800-SCQ1.P	VSP G SAS Cable 1m	6	
DW-F800-SCQ10A.P	VSP G SAS Optical Cable 10m	4	
DW800-CBSL.P	HM800-S Controller Box - LFF 2U x 12	1	
FD221577-001.P	HDS SVP Bezel ASM (including brackets)	1	
HDW2-F800-4HF8.P	VSP G200 Host I/O Module FC 8Gbps 4port	4	
HDW2-F800-4R0H3M.P	VSP G200 4TB 7.2K rpm LFF Disk Drive	44	
HDW2-F800-CM16G.P	VSP G200 Cache Memory (16GB) DDR3 RDIMM	4	
HDW2-F800-DBL.P	VSP G200 Drive Box (LFF)	3	
IP0663-15.P	LAN Crossover Cable 14'	3	
PDU-1251120F10.P	PDU 0RU 10xC13 2xC19 1Phase 208V 30A NEMA L6-30P	4	
SX222021.P	Power Cable - 208/220V, 1m (3ft)	9	
WS-DS-512-C.P	Wrist strap, disposable, w/safety resistance w/clip	1	

**Hardware**

VSP-G200-INSTALL.S	Description	Quantity	Product Status
043-993341-01.P	SVC VSP G200 HDS Installation	1	

**Hardware**

VSP-G200-MAINT.S	Description	Quantity	Product Status
043-993344-01.P	SVC VSP G200 Warranty/Remote Yr-A 1Mo	36	
043-993348-01.P	SVC VSP G200 Standard Upg Yr-A 1Mo	36	

Attachment: Hitachi Data Systems Quote 7169212-6 (1740 : APPROVAL OF AN APPROPRIATION OF \$98,000 FOR THE PURCHASE OF SECURITY

Customer Name: City of Moreno Valley  
 Quote Number: 7169212-6  
 Quote Description: Moreno Valley/Aviro/City Yard CR220 & G200

Quote Date: 30-SEP-2015  
 Quote Expiry Date: 17-OCT-2015

043-993413-01.P	SVC VSP G HDD Warranty/RemoteYr-A 1Mo	1584
043-993417-01.P	SVC VSP G HDD Standard Upg Yr-A 1Mo	1584

**Software**

VSP-G200-SW.S	Description	Quantity	Product Status
044-236018-01.P	VSP G200 - SVOS - Media Kit	1	
044-236018-03.P	VSP G200 - SVOS - Frame License	1	

**Software**

VSP-G200-SW-SPT.S	Description	Quantity	Product Status
304-236018-03.P	SVC Mo VSP G200 - SVOS - Frame Lic - SW Sppt	12	

**Software**

HDIM-SW.S	Description	Quantity	Product Status
044-230812-01.P	Hitachi Data Instance Director v5.0 (HDID) Media Kit	1	
044-230813-03.P	HDID 1TB Free Host+Storage	2	

**Software**

HDIM-SW-SPT.S	Description	Quantity	Product Status
304-230813-03.P	SVC Mo HDID 1TB Free Host+Storage - SW Sppt	24	

**Solution 2 - COMPUTE-RACK.S****Hardware**

CR220H.S	Description	Quantity	Product Status
014-100118-01.P	CR210H/CR220H Hitachi Compute Rack Product Doc Library (PDL) CD	1	
043-100210-01.P	Power Cable 250VAC 10A IEC320-C14	2	
GQ-AU7705-Y.P	Front Bezel for CR220H	1	
GQ-AU7R22A-Y.P	Processor Heatsink for CR220H	1	
GQ-BP2361-Y.P	Power Supply, 800W	1	
GQ-CA7740-Y.P	RAID Card (LSI MegaRAID SAS 9267-8i), Internal, w/o Super Cap	1	
GQ-CN7741-Y.P	LAN card, PCIe, 1000BASE-T, Quad Port Broadcom BCM5719	1	
GQ-CN7M0T-Y.P	LAN Mezzanine card, 1000BASE-T, Dual Port Broadcom BCM5718	1	
GQ-CR220HM-NDN-Y.P	CR220H xM 2U Rack Server, up to Eight 2.5 inch HDD	1	
GQ-ECX52670A-Y.P	Processor, Intel Xeon E5-2670, 8C, 2.6GHz CPU	2	
GQ-MJ708GL3-Y.P	Memory 8GBx1, 1333MHz DDR3 LV RDIMM	8	
GQ-UH7300UVHM-Y.P	HDD SAS 300GB, 10000rpm, 2.5 inch	2	

**Hardware**

CR220H-INSTALL.S	Description	Quantity	Product Status
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Customer Name: City of Moreno Valley  
 Quote Number: 7169212-6  
 Quote Description: Moreno Valley/Aviro/City Yard CR220 & G200

Quote Date: 30-SEP-2015  
 Quote Expiry Date: 17-OCT-2015

043-992260-01.P SVC Compute Rack 220H Installation Service 1

#### Hardware

CR220H-MAINT.S	Description	Quantity	Product Status
043-992262-01.P	SVC Compute Rack 220H 24x7x4 Maint (Remote) Yr-A 1Mo	12	
043-992266-01.P	SVC Compute Rack 220H 24x7x4 Onsite Maint (STD) Upg Yr-A 1Mo	12	
043-992267-01.P	SVC Compute Rack 220H 24x7x4 Onsite Maint (STD) Yr-B 1Mo	24	

#### Software

HCS-SERVER.S	Description	Quantity	Product Status
044-230300-03.P	Hitachi Compute Systems Manager HDS Server Lic 'value included in the unit'	1	
044-232212-01.P	Compute Systems Manager v8.1 Media Kit	1	
044-232212-02.P	Compute Systems Manager v8.1 Trial	1	Trial

#### Software

HITACHI-VMWARE-NC.S	Description	Quantity	Product Status
053-000305-01.P	Hitachi Compute Plug-in for VMware Vcenter 'value included in the unit'	1	
053-000311-01.P	Hitachi Compute Connector for VMware vRealize Orchestrator 'value included in the unit'	1	

#### Solution 3 - HVP.S

#### Hardware

HVP-HW-INSTALL.S	Description	Quantity	Product Status
HVP-CONFIGIMPL.P	Engineering/Implementation Fees per day	2	

#### Solution 4 - PROF-SERVICES.S

#### Professional Services

PROSERV.S	Description	Quantity	Product Status
051-100056-01.P	SVC Hitachi Compute Systems Implementation	1	
051-200267-01.P	SVC Hitachi SVOS Implementation - Midrange	1	
051-200267-02.P	SVC Hitachi SVOS Implementation - Midrange T/E	1	

Attachment: Hitachi Data Systems Quote 7169212-6 (1740 : APPROVAL OF AN APPROPRIATION OF \$98,000 FOR THE PURCHASE OF SECURITY



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Richard Teichert, Chief Financial Officer

**AGENDA DATE:** November 10, 2015

**TITLE:** RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2015

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Receive and file the Quarterly Investment Report for quarter ended September 30, 2015, in compliance with the City's Investment Policy.

### **SUMMARY**

Staff recommends approval of the Quarterly Investment Report. The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended September 30, 2015. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. The City uses two asset management firms to provide professional management of the City's investment portfolio, Chandler Asset Management and Cutwater Asset Management. Each management firm employs a different portfolio strategy designed to maximize their expertise, provide diversity in the portfolio and to reduce the risk that the firms may invest in securities in the same maturity space. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

### **DISCUSSION**

California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to

the portfolio for local agencies. The City's Investment Policy was revised and adopted on June 9, 2015 and is in full compliance with the requirements of both of the above-mentioned Code Sections.

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended September 30, 2015. The report complies with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

Professional investment firms use an active investment management approach in which securities are purchased but are not necessarily held to maturity, but may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment.

The investments managed by Chandler Asset Management totaled \$82,154,547 at par and achieved a Yield to Maturity (YTM) for September 2015 of 1.41%. This compares to a YTM in June 2015 of 1.38% and a YTM in September 2014 of 1.42%. The investments managed by Cutwater Asset Management totaled \$54,180,338 at par and achieved a Yield to Maturity (YTM) for September 2015 of 1.08%. Since Cutwater was assigned a portion of the portfolio in December, the comparative metrics we have available are from June 2015 with a YTM of 1.08% and March 2015 with a YTM of 1.07%. In addition, the City maintained \$17,626,318 in the State Local Agency Investment Fund Pool (LAIF) with a YTM of .34%.

In accordance with California Government Code Section 53646, the City is properly reporting investments of all bond proceeds and Deferred Compensation Plan funds. These funds are not managed by the City Treasurer as part of the pooled investment program and were not included in the City's investment reports prior to the current legislation. Bond proceeds are held and invested by a Trustee; whereas Deferred Compensation Plan funds are held and invested by the respective plan administrators with the funds also placed in a trust separate from City funds.

## **ALTERNATIVES**

1. Receive and file the Quarterly Investment Report for September 30, 2015.

- 2. Do not accept and file the Quarterly Investment Report and provide staff with additional direction.

Staff recommends alternative 1.

**FISCAL IMPACT**

Current market rates continue to hover near all-time lows. Based on recent comments from the Chair of the Federal Reserve Board, we had expected to see rates begin to move upward by the end of the year, however due to ongoing concerns such as the mixed U.S. economic data, continued declines in oil prices and slowing economic growth across the globe, the rate hike may be pushed into the first half of 2016. On the upside, housing data appears to be a growing source of strength in the economy and consumer confidence has remained strong, which we hope will translate into strong sales tax performance for the holiday quarter. This volatile interest rate environment directly impacts the ability of the portfolio to generate income. The budget for fiscal year 2015-16 projected General Fund investment earnings totaling \$2 million. Year to date through September 2015, these revenues total approximately \$325,000, which is below the projections that were included in the FY 2015-16 budget. This is a result of continuing weak interest rates and a stable (but low rate of return) market reducing the opportunity to take advantage of investment gains.

**NOTIFICATION**

Publication of the agenda

**PREPARATION OF STAFF REPORT**

Prepared By:  
Brooke McKinney  
Treasury Operations Division Manager

Department Head Approval:  
Richard Teichert  
Chief Financial Officer/City Treasurer

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

- 1. Treasurer's Cash and Investments Report - September 2015
- 2. Chandler Asset Bond Market Review - September 2015
- 3. Cutwater Monthly Market Review - September 2015

**APPROVALS**

Budget Officer Approval	<u>      ✓ Approved      </u>	11/04/15 11:33 AM
City Attorney Approval	<u>      ✓ Approved      </u>	



City Manager Approval

✓ Approved

11/04/15 2:00 PM

**CITY OF MORENO VALLEY**  
**Treasurer's Cash and Investments Report**  
**September 2015**

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity (in years)	Average Yield to Maturity	Average Duration (in years)
Bank Accounts	3,476,134	3,476,134	3,476,134			
State of California LAIF Pool	17,626,318	17,636,799	17,626,318	0.58	0.34%	
Investments-Chandler	81,785,359	82,571,515	82,154,547	2.77	1.41%	2.56
Investments-Cutwater	54,365,582	54,461,670	54,180,338	1.82	1.08%	1.72
<b>Total General Portfolio</b>	<b>157,253,393</b>	<b>158,146,118</b>	<b>157,437,337</b>			

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	6,901,629
Principal & Interest Accounts	840,689
Debt Service Reserve Funds	3,117,518
Custody Accounts	0
Arbitrage Rebate Accounts	0
Other Accounts	14,966
<b>Total Bond Proceeds</b>	<b>10,874,802</b>

Deferred Compensation Funds	Market Value as of Sept 30, 2015
Nationwide	12,000,212
ICMA	5,257,210
<b>Total Deferred Compensation Funds</b>	<b>17,257,422</b>

**Total Investment Portfolio** 186,278,342

1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. There are no items of non-compliance for this period.
2. The market values for the specific investments in the General Portfolio are provided by the City's investment advisor, Chandler Asset Management.
3. The market value for LAIF is provided by the State Treasurer.
4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.

  
 Richard Teichert  
 City Treasurer

Attachment: Treasurer's Cash and Investments Report - September 2015 [Revision 1] (1724 : RECEIPT OF

PORTFOLIO PERFORMANCE - 36 MONTH TREND												
Period	Total General Portfolio (1)		Local Agency Investment Fund (LAIF)		Chandler				Cutwater			
	Asset Balance (par)	Avg YTM (2)	Balance	Yield	Asset Balance (par)	Avg YTM (2)	Rate of Return (3)		Asset Balance (par)	Avg YTM (2)	Rate of Return (3)	
							Investment Portfolio (4)	Benchmark 1-5 Gov(5)			Investment Portfolio (4)	Benchmark 1-3 Treas(5)
Jul-13	157,035,166	1.29%	8,901,042	0.267%	147,301,329	1.35%	0.12%	0.19%				
Aug-13	158,668,278	1.21%	14,860,042	0.271%	142,774,990	1.32%	-0.28%	-0.21%				
Sep-13	150,411,661	1.25%	7,060,042	0.257%	141,116,654	1.32%	0.17%	0.22%				
Oct-13	149,690,495	1.25%	11,790,903	0.266%	136,377,517	1.35%	0.53%	0.58%				
Nov-13	147,673,632	1.27%	10,460,903	0.263%	136,646,743	1.35%	0.45%	0.53%				
Dec-13	145,466,714	1.31%	5,860,903	0.264%	137,209,798	1.37%	0.13%	0.10%				
Jan-14	153,675,086	1.23%	14,867,528	0.244%	137,482,068	1.36%	0.68%	0.65%				
Feb-14	151,951,962	1.25%	13,817,528	0.236%	137,665,484	1.36%	0.65%	0.57%				
Mar-14	154,404,223	1.25%	13,117,528	0.236%	138,016,774	1.37%	0.32%	0.23%				
Apr-14	149,658,747	1.28%	8,825,043	0.233%	138,347,433	1.38%	0.36%	0.24%				
May-14	160,395,026	1.20%	25,225,043	0.228%	133,887,981	1.39%	1.22%	1.19%				
Jun-14	163,989,443	1.17%	28,875,043	0.228%	132,945,464	1.39%	1.67%	1.64%				
Jul-14	158,687,404	1.21%	23,590,023	0.244%	133,130,769	1.39%	1.18%	1.12%				
Aug-14	160,506,483	1.20%	25,565,023	0.260%	133,367,483	1.40%	1.69%	1.72%				
Sep-14	152,073,866	1.27%	16,590,023	0.246%	133,855,708	1.42%	1.06%	0.97%				
Oct-14	152,298,081	1.29%	16,278,901	0.261%	134,092,495	1.43%	1.14%	1.12%				
Nov-14	150,092,073	1.30%	14,663,901	0.261%	134,235,952	1.43%	1.29%	1.29%				
Dec-14	145,143,985		9,263,901	0.267%	80,691,698	1.47%	1.46%	1.42%	53,692,099	1.36%	1.36%	1.24%
Jan-15	171,144,833		26,173,346	0.262%	80,832,606	1.38%	1.99%	1.90%	53,730,540	1.28%	1.28%	1.24%
Feb-15	165,574,345		29,773,346	0.266%	80,993,392	1.33%	1.40%	1.27%	53,725,495	1.18%	1.26%	1.17%
Mar-15	157,317,763		21,802,285	0.278%	81,136,574	1.37%	2.05%	1.98%	53,915,294	1.07%	1.07%	1.00%
Apr-15	159,454,599		22,517,329	0.283%	81,292,994	1.36%	1.81%	1.75%	53,944,656	1.06%	1.06%	0.91%
May-15	163,652,299		27,267,329	0.290%	81,390,841	1.37%	1.22%	1.19%	54,009,777	1.06%	1.06%	1.06%
Jun-15	169,260,808		28,867,329	0.299%	81,816,933	1.38%	1.39%	1.38%	54,061,403	1.08%	1.08%	0.87%
Jul-15	161,937,644		24,936,318	0.320%	81,941,821	1.38%	1.11%	1.14%	54,083,574	1.08%	1.08%	1.00%
Aug-15	156,052,639		18,526,318	0.330%	82,043,091	1.39%	1.12%	1.11%	54,065,279	1.09%	1.06%	0.80%
Sep-15	157,437,337		17,626,318	0.337%	82,154,547	1.41%	1.64%	1.65%	54,180,338	1.08%	1.07%	1.15%
Oct-15												
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Jun-16												

Notes:

(1) Total General Portfolio includes all assets that comprise the City's Investment Portfolio which is LAIF as well as assets managed by Chandler and Cutwater.

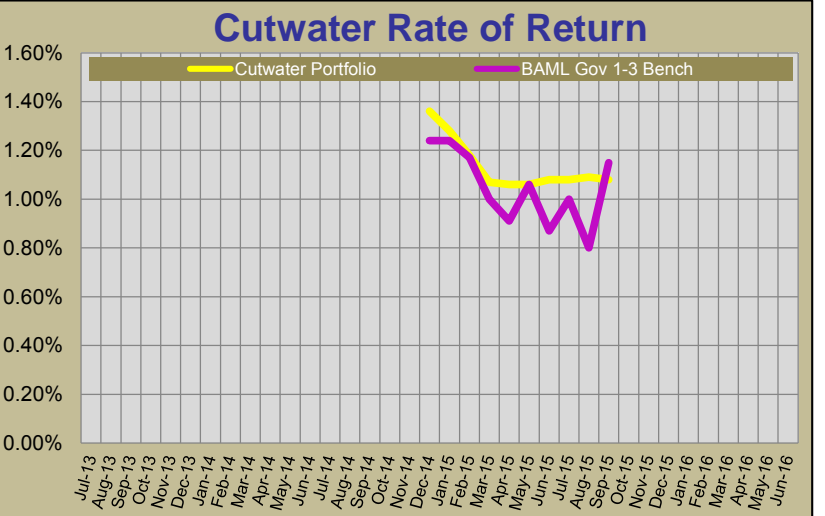
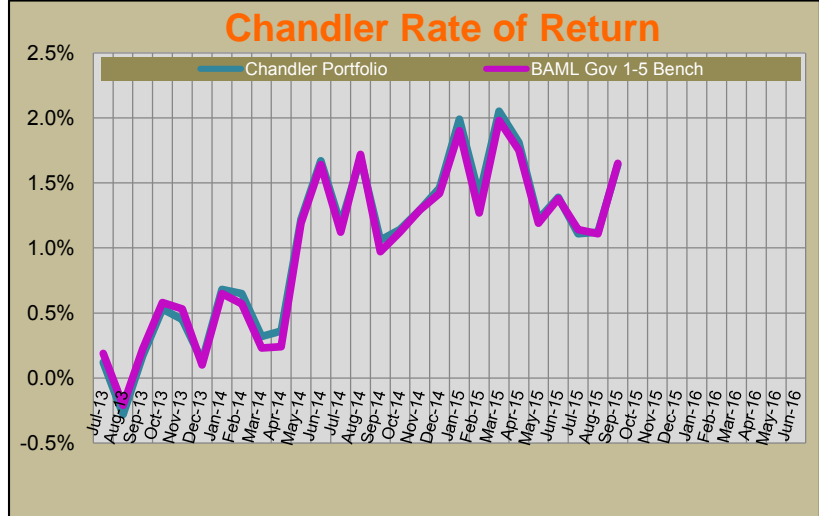
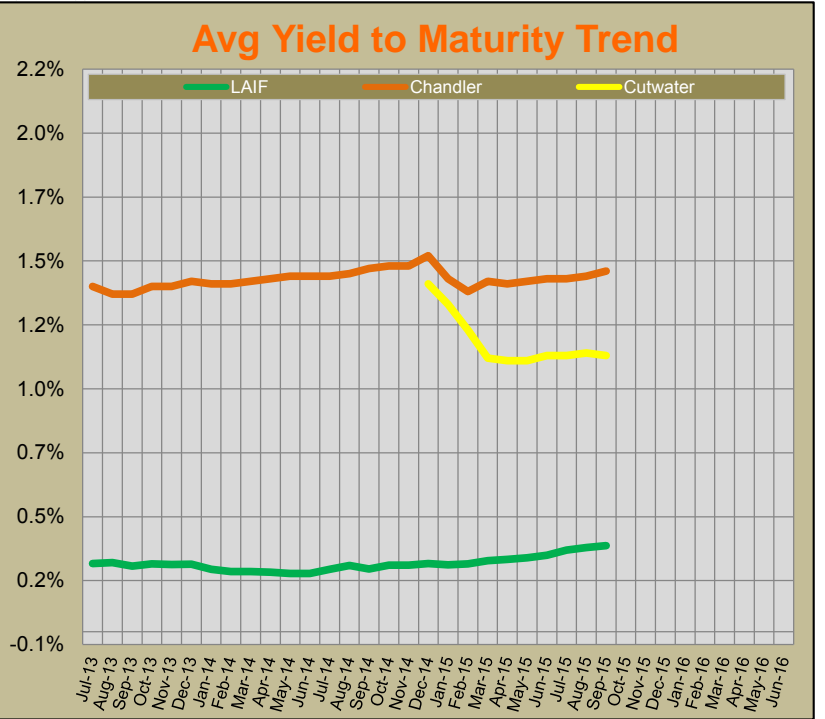
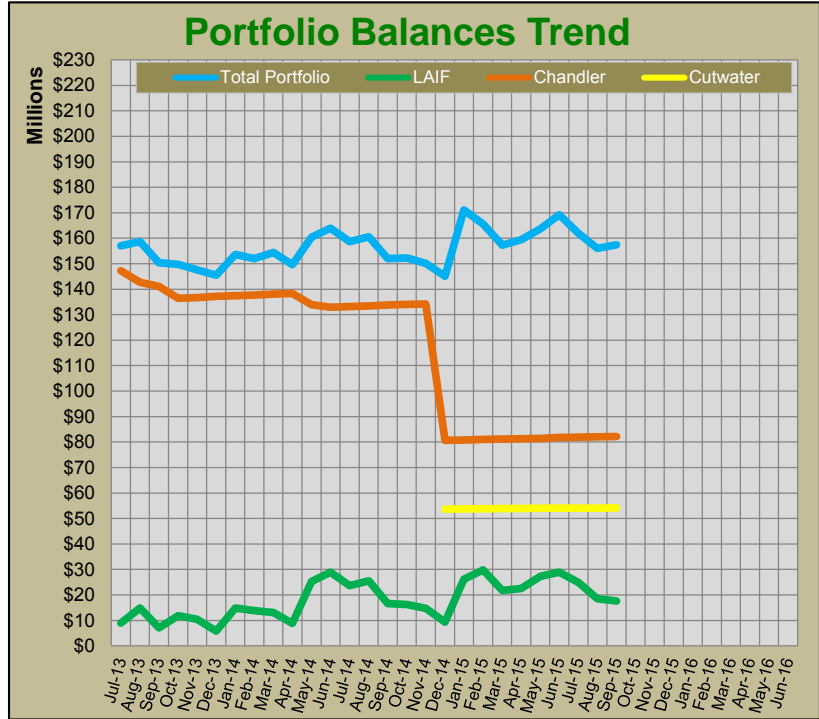
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(4) The Rate of Return for the investment portfolio reflects the performance of the portfolio since May 2010.

(5) The portfolio benchmarks are: Chandler-Bank of America-Merrill Lynch 1 to 5 year Government Index and Cutwater Bank of America-Merrill Lynch 1 to 3 year Treasury Index

# PORTFOLIO PERFORMANCE - 36 MONTH TREND



PORTFOLIO CHARACTERISTICS
The portfolio invested in LAIF represents the City's immediate cash liquidity needs and is managed by City staff in a manner to fund the day to day operations of the City.
The portfolio managed by Cutwater is comprised of idle cash balances related to funds that generally expect to expend cash within the next 36 months. (Example: Gen Fund, Zone A, Measure A, NSP etc.)
The portfolio managed by Chandler is comprised of idle cash balances related to funds that generally expect to expend cash with the next 24 to 60 months. (Example: Facility & Equip Replacement, Endowments etc.)

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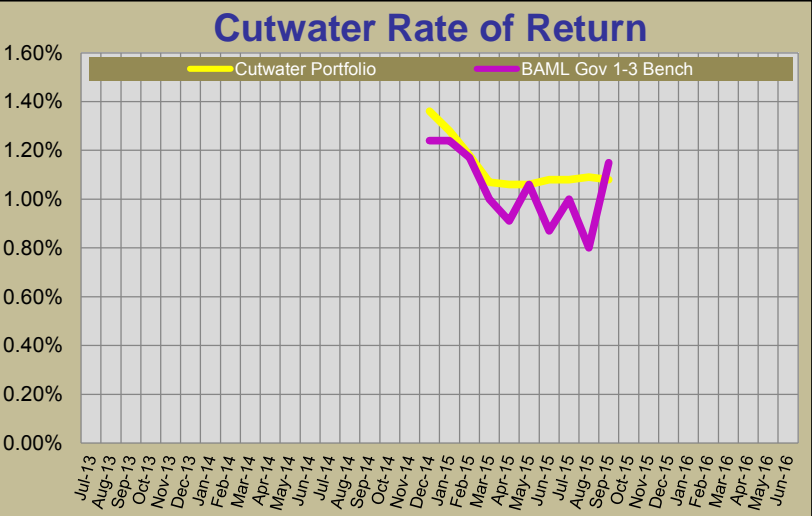
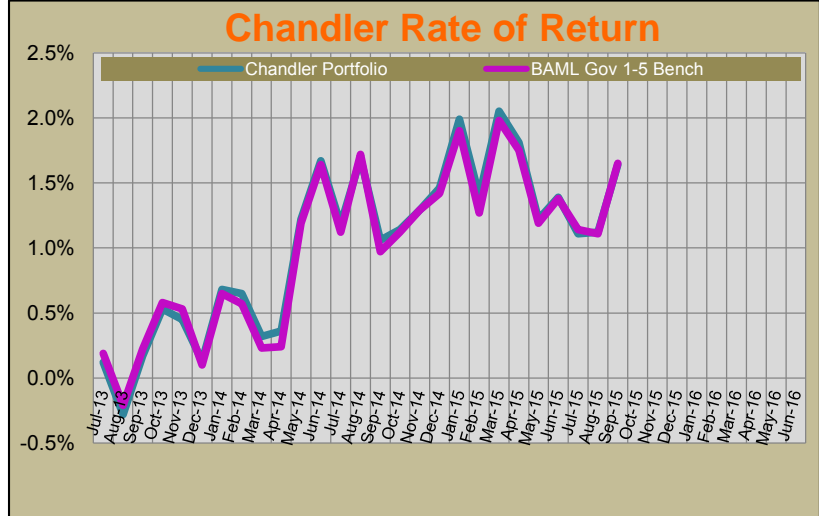
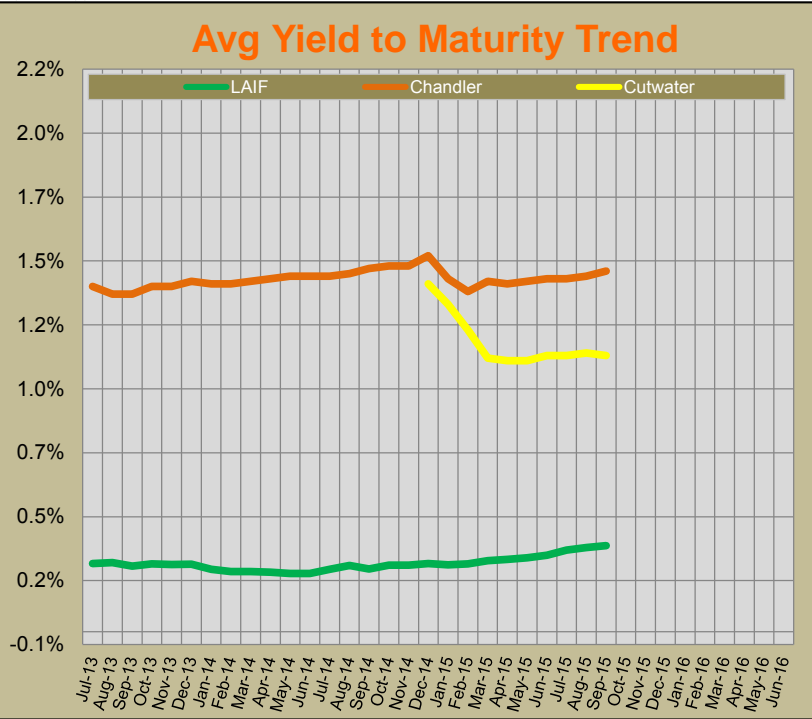
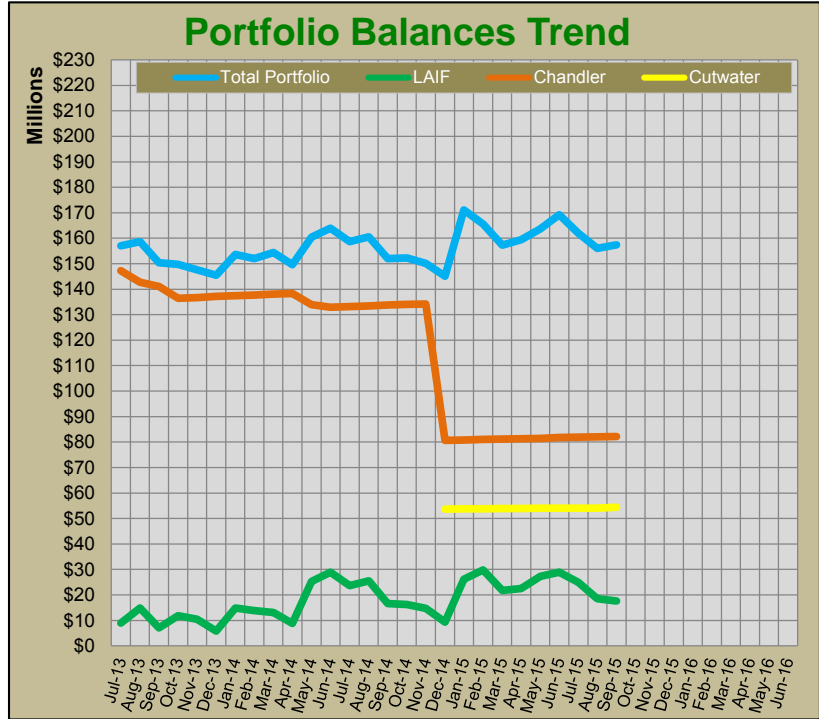
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**BOND PROCEEDS WITH FISCAL AGENTS**

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of Portfolio
<b>Wells Fargo Community Facilities District 87-1 (IA-1)</b>										
special tax funds	22631800	money market fund	WF Govt Fund	09/30/15	10/01/15	1,077,013	0.01%	0.01%	1.00000	9.904%
interest acct	22631801	money market fund	WF Govt Fund	09/30/15	10/01/15	94	0.01%	0.01%	1.00000	0.001%
reserve fund	22631802	money market fund	WF Govt Fund	09/30/15	10/01/15	2	0.01%	0.01%	1.00000	0.000%
reserve fund	22631804	money market fund	WF Govt Fund	09/30/15	10/01/15	1,028,716	0.01%	0.01%	1.00000	9.460%
admin exp acct	22631805	money market fund	WF Govt Fund	09/30/15	10/01/15	377	0.01%	0.01%	1.00000	0.003%
debt service acct	22631809	money market fund	WF Govt Fund	09/30/15	10/01/15	536,121	0.01%	0.01%	1.00000	4.930%
surplus acct	22631810	money market fund	WF Govt Fund	09/30/15	10/01/15	0	0.01%	0.01%	1.00000	0.000%
special tax funds	22631900	money market fund	WF Govt Fund	09/30/15	10/01/15	100,431	0.01%	0.01%	1.00000	0.924%
interest acct	22631901	money market fund	WF Govt Fund	09/30/15	10/01/15	60,475	0.01%	0.01%	1.00000	0.556%
principal fund	22631902	money market fund	WF Govt Fund	09/30/15	10/01/15	240,000	0.01%	0.01%	1.00000	2.207%
reserve fund	22631904	money market fund	WF Govt Fund	09/30/15	10/01/15	365,351	0.01%	0.01%	1.00000	3.360%
admin exp acct	22631905	money market fund	WF Govt Fund	09/30/15	10/01/15	758	0.01%	0.01%	1.00000	0.007%
						3,409,338				
<b>Wells Fargo CFD # 5</b>										
Series B Revenue	22333500	money mkt fund	WF Govt Fund	09/30/15	10/01/15	7,200	0.01%	0.01%	1.00000	0.066%
Series A Principal	22333501	money mkt fund	WF Govt Fund	09/30/15	10/01/15	1	0.01%	2.71%	1.00000	0.000%
Series A reserve	22333502	money mkt fund	WF Govt Fund	09/30/15	10/01/15	0	0.01%	0.01%	1.00000	0.000%
Series B reserve	22333503	money mkt fund	WF Govt Fund	09/30/15	10/01/15	546,005	0.01%	0.01%	1.00000	5.021%
Series B admin fund	22333504	money mkt fund	WF Govt Fund	09/30/15	10/01/15	127	0.01%	0.01%	1.00000	0.001%
						553,333				
<b>Wells Fargo 2007 Redevelopment Agency Tax Allocation Bonds Series A</b>										
debt service fund	22631700	money mkt fund	WF Govt Fund	09/30/15	10/01/15	0	0.01%	0.01%	1.00000	0.000%
interest fund	22631701	money mkt fund	WF Govt Fund	09/30/15	10/01/15	4	0.01%	0.01%	1.00000	0.000%
principal fund	22631702	money mkt fund	WF Govt Fund	09/30/15	10/01/15	1	0.01%	0.01%	1.00000	0.000%
						5				
<b>Wells Fargo 2007 Taxable Lease Revenue Bonds - Electric Utility</b>										
bond fund	22277600	money mkt fund	WF Govt Fund	09/30/15	10/01/15	1	0.01%	0.01%	1.00000	0.000%
interest fund	22277601	money mkt fund	WF Govt Fund	09/30/15	10/01/15	2	0.01%	0.01%	1.00000	0.000%
principal fund	22277602	money mkt fund	WF Govt Fund	09/30/15	10/01/15	1	0.01%	0.01%	1.00000	0.000%
reserve fund	22277603	money mkt fund	WF Govt Fund	09/30/15	10/01/15	0	0.01%	0.01%	1.00000	0.000%
construction fund	22277604	money mkt fund	WF Govt Fund	09/30/15	10/01/15	0	0.01%	0.01%	1.00000	0.000%
						4				
<b>Wells Fargo 2013 Total Road Improvement COPs</b>										
revenue fund	46612400	money mkt fund	WF Advantage	09/30/15	10/01/15	0	0.01%	0.01%	1.00000	0.000%
interest fund	46612401	money mkt fund	WF Advantage	09/30/15	10/01/15	1	0.01%	0.01%	1.00000	0.000%
principal fund	46612402	money mkt fund	WF Advantage	09/30/15	10/01/15	0	0.01%	0.01%	1.00000	0.000%
reserve fund	46612403	money mkt fund	WF Advantage	09/30/15	10/01/15	0	0.01%	0.01%	1.00000	0.000%
admin fund	46612404	money mkt fund	WF Advantage	09/30/15	10/01/15	734	0.01%	0.01%	1.00000	0.007%
acquisition fund	46612407	money mkt fund	WF Advantage	09/30/15	10/01/15	6,901,629	0.01%	0.01%	1.00000	63.464%
cost of issuance	46612408	money mkt fund	WF Advantage	09/30/15	10/01/15	6,504	0.01%	0.01%	1.00000	0.060%
						6,908,868	63.531%			
<b>Wells Fargo 2013 Partial Refunding of the 2005 Lease Revenue Bonds</b>										
revenue fund	48360700	money mkt fund	WF Advantage	09/30/15	10/01/15	0	0.01%	0.01%	1.00000	0.000%
interest fund	48360701	money mkt fund	WF Advantage	09/30/15	10/01/15	31	0.01%	0.01%	1.00000	0.000%
principal fund	48360702	money mkt fund	WF Advantage	09/30/15	10/01/15	0	0.01%	0.01%	1.00000	0.000%
cost of issuance	48360705	money mkt fund	WF Advantage	09/30/15	10/01/15	0	0.01%	0.01%	1.00000	0.000%
						31				
<b>Wells Fargo 2014 Partial Refunding of the 2005 Lease Revenue Bonds</b>										
revenue fund	83478300	money mkt fund	WF Advantage	09/30/15	10/01/15	0	0.01%	0.01%	1.00000	0.000%
interest fund	83478301	money mkt fund	WF Advantage	09/30/15	10/01/15	3,223	0.01%	0.01%	1.00000	0.030%
principal fund	83478302	money mkt fund	WF Advantage	09/30/15	10/01/15	0	0.01%	0.01%	1.00000	0.000%
redemption fund	83478303	money mkt fund	WF Advantage	09/30/15	10/01/15	0	0.01%	0.01%	1.00000	0.000%
						3,223				
<b>Totals</b>						<b>10,874,802</b>	<b>100.000%</b>			

Type	Summary of Bond Proceeds with Fiscal Agents	
1	Construction Funds	6,901,629
2	Principal & Interest Accounts	840,689
3	Debt Service Reserve Funds	3,117,518
4	Custody Accounts	0
5	Arbitrage Rebate Accounts	0
6	Other Accounts	14,966
<b>Total Fiscal Agent Funds</b>		<b>10,874,802</b>

## DEFERRED COMPENSATION FUNDS

### Nationwide

Fund	Market Value as of Sept 30, 2015	Fund	Market Value as of Sept 30, 2015	Fund	Market Value as of Sept 30, 2015
Liquid Savings	\$1,242,983	Nationwide US Sm Cap Val Ins Svc	5,144	Federated Kaufmann Fund	182,638
Nationwide Fixed (Part Time Employee)	469,010	American Century Balanced	41	Invesco Mid Cap Core Equity	29,905
<b>Liquid Savings (Part Time Employees)</b>	<b>279,036</b>	<b>Am Century Growth</b>	<b>77,912</b>	<b>Nationwide Ret Inc Inst Svc</b>	<b>12,743</b>
Certificates of Deposit 1 year		Am Century Select	152,090	Nationwide InvDes Mod Cons Fund SC	27,331
<b>Certificates of Deposit 3 years</b>	<b>6,276</b>	<b>JP Morgan Mid Cap Value A</b>	<b>1,061,197</b>	<b>Nationwide InvDes Mod Aggr Fund</b>	<b>976,389</b>
Certificates of Deposit 5 years	129,393	Vanguard Index 500	126,783	Nationwide InvDes Aggr Fund	112,437
<b>Bond Fund of America</b>	<b>38,841</b>	<b>Vanguard Institutional Index</b>	<b>673,775</b>	<b>Nationwide InvDes Mod Fd</b>	<b>738,434</b>
Growth Fund of America	88,437	Vanguard Wellington	21,738	Nationwide Inv Des Cons	84,783
<b>Investment Co. of America</b>	<b>46,200</b>	<b>Vanguard Windsor II</b>	<b>25,476</b>	<b>Nationwide Large Cap Growth</b>	<b>48,033</b>
Income Fund of America	159,896	Vanguard Total Bond Index	178,512	Nationwide Inter Val Inst Svc	
<b>Brown Cap Mgmt Inc SM Co</b>	<b>95,465</b>	<b>Washington Mutual Inv</b>	<b>102,381</b>	<b>Nationwide Dest 2015 Inst Svc</b>	<b>71,154</b>
Fidelity Independence	2,582	DFA US Micro Cap Port	123,341	Nationwide Dest 2020 Inst Svc	169,210
<b>Fidelity Equity Income</b>	<b>62,392</b>	<b>EuroPacific Growth</b>	<b>272,622</b>	<b>Nationwide Dest 2025 Inst Svc</b>	<b>263,626</b>
Fidelity Magellan	238,124	Stable Fund C	2,463,204	Nationwide Dest 2030 Inst Svc	1,100
<b>Fidelity Puritan</b>	<b>81,769</b>	<b>N B Socially Responsive Fund</b>	<b>38,994</b>	<b>Nationwide Dest 2035 Inst Svc</b>	<b>86,884</b>
Fidelity Contrafund	293,565	Dtsch High Income Fund A	90,597	Nationwide Dest 2040 Inst Svc	3,678
<b>Janus Fund</b>	<b>30,510</b>	<b>Dtsch Eq Divd A</b>	<b>78,038</b>	<b>Nationwide Dest 2045 Inst Svc</b>	<b>15,182</b>
Janus Advisor Forty	21,438	Oppenheimer Global Fund A	398,923	<b>Total Nationwide Deferred</b>	<b>\$12,000,212</b>

### ICMA

Fund	Market Value as of Sept 30, 2015	Fund	Market Value as of Sept 30, 2015
<b>Aggressive Oppor.</b>	<b>\$92,693</b>	VT Vantagepoint Discovery	10,519
International	260,800	<b>VT Gold Sach Mid Cap Value</b>	<b>21,049</b>
<b>All Equity Growth</b>	<b>208,377</b>	VT Fidelity Contrafund	170,744
Growth and Income	307,895	<b>VT Vantagepoint Overseas Equity Index Fund</b>	<b>147,251</b>
<b>Broad Market</b>	<b>6,020</b>	VT Fidelity Diversified International	125,773
500 Stock Index	261,578	<b>VT Allianz NFJ Div Value</b>	<b>136,644</b>
<b>Equity Income</b>	<b>422,110</b>	Vantage Growth Fund	245,759
MS Retirement Income	26,884	<b>VT Fidelity Puritan</b>	<b>26,485</b>
<b>Core Bond</b>	<b>50,801</b>	VT Vantagepoint Select Value	34,011
Cash Management	21,113	<b>VT TR Price Growth Stock Adv</b>	<b>35,452</b>
<b>Plus Fund</b>	<b>1,034,379</b>	VT Nuveen Real Estate Secs	131,812
Retirement Income Advantage	21,900	<b>VT TR Price Small Cap Value</b>	<b>118,947</b>
<b>Conservative Growth</b>	<b>124,981</b>	VT Invesco Diversified	1,229
Traditional Growth	189,227	<b>VT Vantagepoint Inflation Protected Securities</b>	<b>70,044</b>
<b>Long-Term Growth</b>	<b>453,713</b>	VT Oppenheimer Main Street	10,771
Western Asset Core Plus Bond	58,937	<b>VT Vantagepoint Mid/Sm Index</b>	<b>59,521</b>
<b>Milestone 2010</b>	<b>10,457</b>	VT PIMCO Total Return	
Milestone 2020	102,481	<b>VT PIMCO High Yield</b>	<b>85,915</b>
<b>Milestone 2025</b>	<b>18,604</b>	VT Harbor Mid Cap Growth	9,297
Milestone 2030	752	<b>VT Harbor International Admi</b>	<b>31,242</b>
<b>Milestone 2035</b>	<b>23,977</b>	VT TimesSquare Mid Cap Growth Admin	68,760
Milestone 2040	18,306	<b>Total ICMA</b>	<b>\$5,257,210</b>

### Summary by Plan

Deferred Compensation Plan	Market Value as of Sept 30, 2015
Total Nationwide	\$12,000,212
Total ICMA	5,257,210
<b>Total Deferred Compensation Plans</b>	<b>\$17,257,422</b>

### Summary by Investment Type

Investment Type	Market Value as of Sept 30, 2015
Savings Deposits and CD's	\$4,460,509
Mutual Funds	12,796,913
<b>Total Deferred Compensation Plans</b>	<b>\$17,257,422</b>



# Monthly Account Statement

## City of Moreno Valley

September 1, 2015 through September 30, 2015

### Chandler Team

For questions about your account,  
please call (800) 317-4747 or  
Email [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

### Custodian

Union Bank N.A.  
Tina Guzman  
(619)-230-3547

***Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Prices are provided by IDC, an independent pricing source.***



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**PORTFOLIO CHARACTERISTICS**

Average Duration	2.56
Average Coupon	1.31 %
Average Purchase YTM	1.41 %
Average Market YTM	1.09 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.77 yrs
Average Life	2.64 yrs

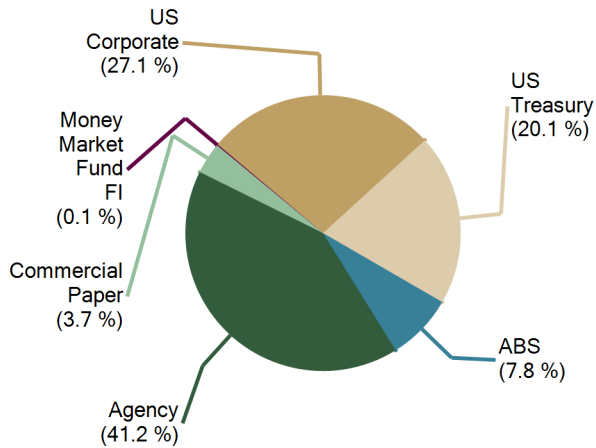
**ACCOUNT SUMMARY**

	Beg. Values as of 8/31/15	End Values as of 9/30/15
<b>Market Value</b>	82,130,163	82,571,515
<b>Accrued Interest</b>	258,530	238,716
<b>Total Market Value</b>	<b>82,388,693</b>	<b>82,810,232</b>
<b>Income Earned</b>	94,087	94,719
<b>Cont/WD</b>		0
<b>Par</b>	82,043,091	82,154,547
<b>Book Value</b>	81,711,961	81,848,830
<b>Cost Value</b>	81,648,751	81,785,359

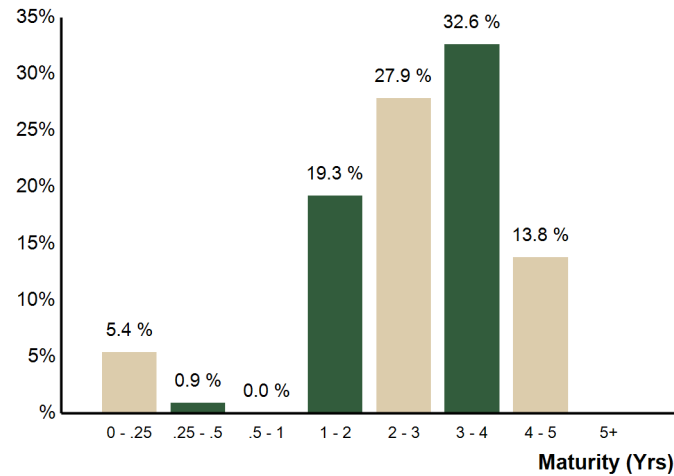
**TOP ISSUERS**

Issuer	% Portfolio
Government of United States	20.1 %
Federal National Mortgage Assoc	18.6 %
Federal Home Loan Mortgage Corp	15.3 %
Federal Home Loan Bank	7.2 %
Honda ABS	3.2 %
John Deere ABS	3.2 %
Deere & Company	2.2 %
General Electric Co	2.2 %
	<b>71.9 %</b>

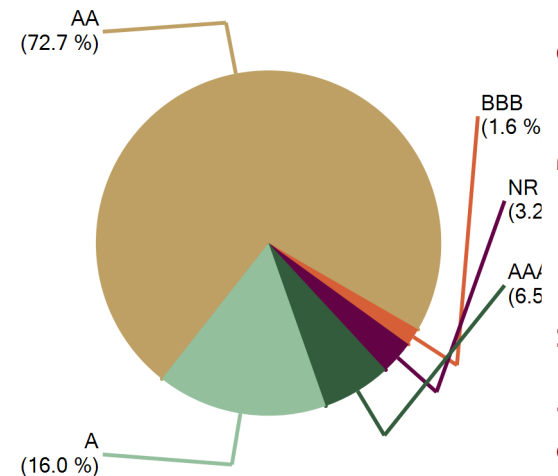
**SECTOR ALLOCATION**



**MATURITY DISTRIBUTION**



**CREDIT QUALITY (S&P)**



**PERFORMANCE REVIEW**

Total Rate of Return As of 9/30/2015	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			Since 5/31/2010	Since 5/31/2010
					3 Yrs	5 Yrs	10 Yrs		
City of Moreno Valley	0.51 %	0.70 %	1.64 %	2.17 %	1.13 %	1.51 %	N/A	1.85 %	10.25 %
BAML 1-5 Yr US Treasury/Agency Index	0.52 %	0.69 %	1.64 %	2.13 %	0.92 %	1.25 %	N/A	1.55 %	8.55 %
BAML 1-5 Yr US Issuers Corp/Govt Rated AAA-A Index	0.53 %	0.70 %	1.65 %	2.15 %	1.03 %	1.41 %	N/A	1.74 %	9.63 %



**COMPLIANCE WITH INVESTMENT POLICY**

*Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.*

Category	Standard	Comment
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Supranationals	30% max; 5% max per issuer; "AA" rated by a NRSRO; Issued by IBRD, IFC or IADB only;	Complies
Municipal Securities (Local Agency/State)	No Limitation	Complies
Banker's Acceptances	40% maximum; 5% max issuer; 180 days max maturity	Complies
Commercial Paper	25% maximum; 5% max issuer; 270 days max maturity; "A-1/P-1/F-1" minimum ratings; "A" rated issuer or higher, if long term debt	Complies
Negotiable Certificates of Deposit	30% maximum; 5% max issuer	Complies
Medium Term Notes	30% maximum; 5% max issuer; "A" rated or better by a NRSRO	Complied at time of Purchase*
Money Market Mutual Funds	20% maximum; AAA/Aaa or Highest rating	Complies
Collateralized Certificates of Deposit (CD)/ Time Deposit (TD)	5% max issuer	Complies
FDIC Insured Certificates of Deposit (CD)/Time Deposit (TD)	5% max issuer	Complies
Asset-Backed (ABS), Mortgage Backed (MBS) and Collateralized Mortgage Obligations (CMO)	20% maximum; 5% max issuer; "AA" rated or better by a NRSRO; "A" rated issuer	Complies
Repurchase Agreements	No limitation; 1-year max maturity	Complies
Local Agency Investment Fund - L.A.I.F.	Maximum program limitation	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest only strips from mortgages; Reverse repurchase agreements; Futures/Option contracts	Complies
Issuer Maximum	5% per issuer for all non-government issuers and agencies	Complies
Maximum maturity	5 years	Complies
Weighted Average Maturity	3 years	Complies

\*Complied at time of purchase; Ebay was downgraded to BBB+ by S&P (Stable) and BBB by Fitch 7/20/15; Portfolio holds Ebay Inc Note 1.625% Due 10/15/2015 rated Baa1/BBB+/BBB



## Reconciliation Summary

As of 9/30/2015

BOOK VALUE RECONCILIATION	
<b>Beginning Book Value</b>	<b>\$81,711,960.56</b>
<b>Acquisition</b>	
+ Security Purchases	\$2,856,272.72
+ Money Market Fund Purchases	\$345,600.72
+ Money Market Contributions	\$334.67
+ Security Contributions	\$0.00
+ Security Transfers	\$0.00
<b>Total Acquisitions</b>	<b>\$3,202,208.11</b>
<b>Dispositions</b>	
- Security Sales	\$2,155,412.73
- Money Market Fund Sales	\$705,761.45
- MMF Withdrawals	\$334.67
- Security Withdrawals	\$0.00
- Security Transfers	\$0.00
- Other Dispositions	\$0.00
- Maturities	\$0.00
- Calls	\$0.00
- Principal Paydowns	\$233,383.05
<b>Total Dispositions</b>	<b>\$3,094,891.90</b>
<b>Amortization/Accretion</b>	
+/- Net Accretion	\$7,217.12
	\$7,217.12
<b>Gain/Loss on Dispositions</b>	
+/- Realized Gain/Loss	\$22,336.56
	\$22,336.56
<b>Ending Book Value</b>	<b>\$81,848,830.45</b>

CASH TRANSACTION SUMMARY	
<b>BEGINNING BALANCE</b>	<b>\$456,546.37</b>
<b>Acquisition</b>	
Contributions	\$334.67
Security Sale Proceeds	\$2,155,412.73
Accrued Interest Received	\$3,216.35
Interest Received	\$112,211.81
Dividend Received	\$5.86
Principal on Maturities	\$0.00
Interest on Maturities	\$0.00
Calls/Redemption (Principal)	\$0.00
Interest from Calls/Redemption	\$0.00
Principal Paydown	\$233,383.05
<b>Total Acquisitions</b>	<b>\$2,504,564.47</b>
<b>Disposition</b>	
Withdrawals	\$334.67
Security Purchase	\$2,856,272.72
Accrued Interest Paid	\$8,117.81
<b>Total Dispositions</b>	<b>\$2,864,725.20</b>
<b>Ending Book Value</b>	<b>\$96,385.64</b>

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
<b>ABS</b>									
89231NAC7	Toyota Auto Receivable 2012-B A3 0.46% Due 7/15/2016	27,034.78	09/18/2012 0.46 %	27,032.21 27,034.78	100.00 0.46 %	27,034.86 5.53	0.03 % 0.08	Aaa / AAA NR	0. 0.
43814CAC3	Honda Auto Receivables 2013-1 A3 0.48% Due 11/21/2016	432,072.57	01/16/2013 0.48 %	432,049.88 432,070.96	99.98 0.63 %	431,971.47 57.61	0.52 % (99.49)	NR / AAA AAA	1. 0.
477879AC4	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	358,454.37	08/27/2013 0.88 %	358,405.52 358,431.18	100.05 0.76 %	358,631.45 138.60	0.43 % 200.27	Aaa / NR AAA	1. 0.
89231MAC9	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	1,180,000.00	03/11/2014 0.69 %	1,179,781.94 1,179,900.13	99.92 0.79 %	1,179,066.62 351.38	1.42 % (833.51)	Aaa / AAA NR	2. 0.
43814GAC4	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	1,145,000.00	05/13/2014 0.78 %	1,144,862.37 1,144,925.08	99.88 0.91 %	1,143,632.87 318.37	1.38 % (1,292.21)	Aaa / AAA NR	2. 0.
47787VAC5	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	1,635,000.00	04/02/2014 0.93 %	1,634,738.07 1,634,866.42	99.98 0.95 %	1,634,653.38 668.53	1.97 % (213.04)	Aaa / NR AAA	2. 0.
43814HAC2	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	1,085,000.00	08/12/2014 0.89 %	1,084,790.70 1,084,871.06	99.88 1.00 %	1,083,657.86 424.36	1.31 % (1,213.20)	NR / AAA AAA	2. 1.
477877AD6	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	620,000.00	08/26/2014 1.08 %	619,864.59 619,910.11	100.08 1.01 %	620,490.42 294.84	0.75 % 580.31	Aaa / NR AAA	3. 1.
<b>Total ABS</b>		<b>6,482,561.72</b>	<b>0.83 %</b>	<b>6,481,525.28</b> <b>6,482,009.72</b>	<b>0.89 %</b>	<b>6,479,138.93</b> <b>2,259.22</b>	<b>7.83 %</b> <b>(2,870.79)</b>	<b>Aaa / AAA</b> <b>Aaa</b>	<b>2.</b> <b>0.</b>
<b>AGENCY</b>									
3136FPDC8	FNMA Callable Note 1X 3/8/2011 2% Due 3/8/2016	765,000.00	08/24/2011 1.22 %	791,285.40 767,522.26	100.79 0.19 %	771,074.87 977.50	0.93 % 3,552.61	Aaa / AA+ AAA	0. 0.
3133787M7	FHLB Note 1.05% Due 2/27/2017	1,195,000.00	02/27/2012 1.03 %	1,196,099.40 1,195,310.07	100.77 0.50 %	1,204,144.14 1,185.04	1.46 % 8,834.07	Aaa / AA+ AAA	1. 1.
3137EADC0	FHLMC Note 1% Due 3/8/2017	1,700,000.00	03/14/2012 1.29 %	1,676,285.00 1,693,168.41	100.64 0.56 %	1,710,803.50 1,086.11	2.07 % 17,635.09	Aaa / AA+ AAA	1. 1.
313378WF4	FHLB Note 1.125% Due 3/10/2017	1,800,000.00	04/24/2012 1.05 %	1,806,408.00 1,801,893.60	100.77 0.59 %	1,813,926.60 1,181.25	2.19 % 12,033.00	Aaa / AA+ AAA	1. 1.
3133782N0	FHLB Note 0.875% Due 3/10/2017	1,310,000.00	03/13/2013 0.70 %	1,318,894.90 1,313,213.40	100.27 0.68 %	1,313,580.23 668.65	1.59 % 366.83	Aaa / AA+ AAA	1. 1.
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	1,650,000.00	05/29/2012 1.06 %	1,665,300.45 1,654,984.49	101.07 0.59 %	1,667,593.95 7,963.54	2.02 % 12,609.46	Aaa / AA+ AAA	1. 1.
3137EADH9	FHLMC Note 1% Due 6/29/2017	1,650,000.00	Various 0.86 %	1,660,600.20 1,653,933.69	100.68 0.61 %	1,661,256.30 4,216.67	2.01 % 7,322.61	Aaa / AA+ AAA	1. 1.
3135G0ZL0	FNMA Note 1% Due 9/27/2017	1,325,000.00	08/21/2014 1.12 %	1,320,269.75 1,321,954.04	100.45 0.77 %	1,330,951.90 147.22	1.61 % 8,997.86	Aaa / AA+ AAA	1. 1.
3137EADL0	FHLMC Note 1% Due 9/29/2017	1,050,000.00	10/25/2012 0.92 %	1,053,983.70 1,051,617.89	100.61 0.69 %	1,056,354.60 58.33	1.28 % 4,736.71	Aaa / AA+ AAA	2. 1.
3135G0TG8	FNMA Note 0.875% Due 2/8/2018	1,450,000.00	Various 1.43 %	1,414,007.30 1,431,667.12	100.15 0.81 %	1,452,215.60 1,867.88	1.76 % 20,548.48	Aaa / AA+ AAA	2. 2.

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
<b>AGENCY</b>									
3130A4GJ5	FHLB Note 1.125% Due 4/25/2018	1,625,000.00	03/20/2015 1.02 %	1,630,331.63 1,629,424.92	100.68 0.86 %	1,636,038.63 7,921.88	1.99 % 6,613.71	Aaa / AA+ AAA	2. 2.
3135G0WJ8	FNMA Note 0.875% Due 5/21/2018	1,800,000.00	07/29/2013 1.54 %	1,745,109.00 1,769,897.48	99.94 0.90 %	1,798,918.20 5,687.50	2.18 % 29,020.72	Aaa / AA+ AAA	2. 2.
3135G0E33	FNMA Note 1.125% Due 7/20/2018	1,640,000.00	Various 1.17 %	1,637,599.65 1,637,834.64	100.48 0.95 %	1,647,858.88 3,638.75	1.99 % 10,024.24	Aaa / AA+ AAA	2. 2.
3135G0YM9	FNMA Note 1.875% Due 9/18/2018	950,000.00	12/23/2013 1.71 %	956,915.05 954,338.93	102.55 1.00 %	974,268.70 643.23	1.18 % 19,929.77	Aaa / AA+ AAA	2. 2.
3135G0YT4	FNMA Note 1.625% Due 11/27/2018	1,750,000.00	12/13/2013 1.71 %	1,743,035.00 1,745,550.89	101.79 1.05 %	1,781,290.00 9,795.14	2.16 % 35,739.11	Aaa / AA+ AAA	3. 3.
3135G0ZA4	FNMA Note 1.875% Due 2/19/2019	1,775,000.00	Various 1.65 %	1,793,583.78 1,787,672.97	102.31 1.18 %	1,816,057.53 3,882.82	2.20 % 28,384.56	Aaa / AA+ AAA	3. 3.
3137EADG1	FHLMC Note 1.75% Due 5/30/2019	2,125,000.00	Various 1.80 %	2,119,946.43 2,120,893.07	102.03 1.18 %	2,168,169.37 12,499.13	2.63 % 47,276.30	Aaa / AA+ AAA	3. 3.
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	2,750,000.00	09/04/2014 1.83 %	2,674,980.00 2,691,259.51	99.94 1.27 %	2,748,391.25 5,729.17	3.33 % 57,131.74	Aaa / AA+ AAA	3. 3.
3135G0ZG1	FNMA Note 1.75% Due 9/12/2019	1,700,000.00	10/29/2014 1.70 %	1,703,859.00 1,703,129.74	101.77 1.29 %	1,730,166.50 1,570.14	2.09 % 27,036.76	Aaa / AA+ AAA	3. 3.
3135G0A78	FNMA Note 1.625% Due 1/21/2020	400,000.00	05/26/2015 1.55 %	401,417.20 401,311.33	101.03 1.38 %	404,124.00 1,263.89	0.49 % 2,812.67	Aaa / AA+ AAA	4. 4.
3137EADR7	FHLMC Note 1.375% Due 5/1/2020	1,650,000.00	08/26/2015 1.56 %	1,636,522.80 1,636,798.81	99.91 1.40 %	1,648,493.55 9,453.13	2.00 % 11,694.74	Aaa / AA+ AAA	4. 4.
3135G0D75	FNMA Note 1.5% Due 6/22/2020	1,655,000.00	09/29/2015 1.49 %	1,655,893.70 1,655,893.18	100.00 1.50 %	1,654,998.35 6,826.88	2.01 % (894.83)	Aaa / AA+ AAA	4. 4.
<b>Total Agency</b>		<b>33,715,000.00</b>	<b>1.37 %</b>	<b>33,602,327.34</b> <b>33,619,270.44</b>	<b>0.93 %</b>	<b>33,990,676.65</b> <b>88,263.85</b>	<b>41.15 %</b> <b>371,406.21</b>	<b>Aaa / AA+</b> <b>Aaa</b>	<b>2.</b> <b>2.</b>
<b>COMMERCIAL PAPER</b>									
89236B4G6	Toyota Motor Corp Interest Bearing CP 0.3% Due 10/2/2015	1,410,000.00	01/30/2015 0.30 %	1,410,000.00 1,410,000.00	100.00 0.30 %	1,410,000.00 2,867.00	1.71 % 0.00	P-1 / A-1+ F-1	0. 0.
06538CXT3	Bank of Tokyo Mitsubishi NY Discount CP 0.3% Due 10/27/2015	1,635,000.00	06/26/2015 0.30 %	1,633,365.00 1,634,645.75	99.98 0.30 %	1,634,645.75 0.00	1.97 % 0.00	P-1 / A-1 F-1	0. 0.
<b>Total Commercial Paper</b>		<b>3,045,000.00</b>	<b>0.30 %</b>	<b>3,043,365.00</b> <b>3,044,645.75</b>	<b>0.30 %</b>	<b>3,044,645.75</b> <b>2,867.00</b>	<b>3.68 %</b> <b>0.00</b>	<b>P-1 / A-1</b> <b>F-1</b>	<b>0.</b> <b>0.</b>

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
<b>MONEY MARKET FUND FI</b>									
60934N104	Federated GOVT OBLIG MMF	96,385.64	Various 0.01 %	96,385.64 96,385.64	1.00 0.01 %	96,385.64 0.00	0.12 % 0.00	Aaa / AAA AAA	0. 0.
<b>Total Money Market Fund FI</b>		<b>96,385.64</b>	<b>0.01 %</b>	<b>96,385.64</b> <b>96,385.64</b>	<b>0.01 %</b>	<b>96,385.64</b> <b>0.00</b>	<b>0.12 %</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>Aaa</b>	<b>0.</b> <b>0.</b>
<b>US CORPORATE</b>									
278642AB9	Ebay Inc Note 1.625% Due 10/15/2015	1,345,000.00	10/22/2010 1.66 %	1,342,646.25 1,344,981.82	100.03 0.83 %	1,345,441.16 10,078.16	1.64 % 459.34	Baa1 / BBB+ BBB	0. 0.
24422ERL5	John Deere Capital Corp Note 2% Due 1/13/2017	1,215,000.00	09/11/2012 1.05 %	1,263,733.65 1,229,478.39	101.42 0.89 %	1,232,234.78 5,265.00	1.49 % 2,756.39	A2 / A NR	1. 1.
674599CB9	Occidental Petroleum Note 1.75% Due 2/15/2017	1,575,000.00	03/08/2013 1.13 %	1,612,532.25 1,588,155.90	100.87 1.11 %	1,588,666.28 3,521.88	1.92 % 510.38	A2 / A A	1. 1.
717081DJ9	Pfizer Inc. Note 1.1% Due 5/15/2017	565,000.00	05/12/2014 1.13 %	564,502.80 564,731.44	100.18 0.99 %	566,041.86 2,347.89	0.69 % 1,310.42	A1 / AA A+	1. 1.
166764AA8	Chevron Corp. Callable Note Cont 11/5/17 1.104% Due 12/5/2017	1,500,000.00	Various 1.48 %	1,477,072.20 1,488,285.93	99.60 1.30 %	1,493,988.00 5,335.99	1.81 % 5,702.07	Aa1 / AA NR	2. 2.
02665WAQ4	American Honda Finance Note 1.55% Due 12/11/2017	695,000.00	12/08/2014 1.58 %	694,353.65 694,527.03	100.58 1.28 %	699,014.32 3,291.60	0.85 % 4,487.29	A1 / A+ NR	2. 2.
458140AL4	Intel Corp Note 1.35% Due 12/15/2017	1,440,000.00	12/12/2012 1.29 %	1,444,175.55 1,441,845.11	99.82 1.43 %	1,437,425.28 5,724.01	1.74 % (4,419.83)	A1 / A+ A+	2. 2.
89236TCA1	Toyota Motor Credit Corp Note 1.45% Due 1/12/2018	260,000.00	01/07/2015 1.50 %	259,643.80 259,728.95	100.12 1.40 %	260,303.16 827.31	0.32 % 574.21	Aa3 / AA- A	2. 2.
459200HZ7	IBM Corp Note 1.125% Due 2/6/2018	1,035,000.00	02/03/2015 1.23 %	1,031,843.25 1,032,525.87	99.76 1.23 %	1,032,495.30 1,778.91	1.25 % (30.57)	Aa3 / AA- A+	2. 2.
713448CR7	PepsiCo Inc Note 1.25% Due 4/30/2018	875,000.00	Various 1.26 %	874,650.00 874,698.94	99.92 1.28 %	874,257.13 4,587.68	1.06 % (441.81)	A1 / A A	2. 2.
037833AJ9	Apple Inc Note 1% Due 5/3/2018	1,400,000.00	05/22/2013 1.25 %	1,383,186.00 1,391,177.55	99.53 1.18 %	1,393,462.00 5,755.56	1.69 % 2,284.45	Aa1 / AA+ NR	2. 2.
74005PBH6	Praxair Note 1.25% Due 11/7/2018	1,035,000.00	01/08/2015 1.68 %	1,018,719.45 1,021,767.67	99.06 1.56 %	1,025,293.77 5,175.00	1.24 % 3,526.10	A2 / A NR	3. 3.
24422ESF7	John Deere Capital Corp Note 1.95% Due 12/13/2018	545,000.00	12/10/2013 1.99 %	543,839.15 544,256.83	100.98 1.63 %	550,339.91 3,188.25	0.67 % 6,083.08	A2 / A NR	3. 3.
36962G7G3	General Electric Capital Corp Note 2.3% Due 1/14/2019	1,750,000.00	01/08/2014 2.32 %	1,748,286.80 1,748,873.19	101.71 1.76 %	1,779,870.75 8,609.02	2.16 % 30,997.56	A1 / AA+ NR	3. 3.
17275RAR3	Cisco Systems Note 2.125% Due 3/1/2019	1,305,000.00	Various 2.07 %	1,308,459.75 1,307,370.80	101.25 1.75 %	1,321,366.01 2,310.94	1.60 % 13,995.21	A1 / AA- NR	3. 3.

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
<b>US CORPORATE</b>									
91159HHH6	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 4/25/2019	1,365,000.00	Various 2.18 %	1,366,198.85 1,365,960.68	101.61 1.72 %	1,386,949.20 13,013.00	1.69 % 20,988.52	A1 / A+ AA-	3. 3.
06406HCW7	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 9/11/2019	1,675,000.00	Various 2.29 %	1,675,650.55 1,675,510.25	100.99 2.03 %	1,691,619.35 2,140.28	2.05 % 16,109.10	A1 / A+ AA-	3. 3.
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	1,050,000.00	01/26/2015 2.17 %	1,048,857.60 1,049,008.62	99.75 2.21 %	1,047,424.35 3,825.21	1.27 % (1,584.27)	A2 / A+ AA-	4. 4.
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	665,000.00	02/05/2015 1.77 %	664,301.75 664,388.27	99.53 1.86 %	661,866.52 1,487.01	0.80 % (2,521.75)	A1 / A+ A+	4. 4.
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	980,000.00	06/11/2015 2.49 %	969,146.50 969,791.68	99.75 2.31 %	977,527.46 8,023.76	1.19 % 7,735.78	A1 / A+ NR	4. 4.
<b>Total US Corporate</b>		<b>22,275,000.00</b>	<b>1.70 %</b>	<b>22,291,799.80</b> <b>22,257,064.92</b>	<b>1.49 %</b>	<b>22,365,586.59</b> <b>96,286.46</b>	<b>27.12 %</b> <b>108,521.67</b>	<b>A1 / A+ A+</b>	<b>2. 2.</b>
<b>US TREASURY</b>									
91282UU2	US Treasury Note 0.75% Due 3/31/2018	1,835,000.00	Various 1.29 %	1,791,984.86 1,811,246.90	99.86 0.81 %	1,832,372.28 37.61	2.21 % 21,125.38	Aaa / AA+ AAA	2. 2.
91282VE7	US Treasury Note 1% Due 5/31/2018	1,450,000.00	01/07/2014 1.46 %	1,421,684.55 1,432,823.61	100.37 0.86 %	1,455,305.55 4,872.95	1.76 % 22,481.94	Aaa / AA+ AAA	2. 2.
91282WD8	US Treasury Note 1.25% Due 10/31/2018	1,005,600.00	12/13/2013 1.50 %	993,661.87 998,039.63	100.85 0.97 %	1,014,189.84 5,260.27	1.23 % 16,150.21	Aaa / AA+ AAA	3. 3.
91282A34	US Treasury Note 1.25% Due 11/30/2018	1,625,000.00	Various 1.71 %	1,590,288.65 1,602,569.95	100.80 0.99 %	1,638,034.13 6,826.33	1.99 % 35,464.18	Aaa / AA+ AAA	3. 3.
91282SD3	US Treasury Note 1.25% Due 1/31/2019	1,625,000.00	06/17/2014 1.64 %	1,596,694.89 1,604,576.05	100.66 1.05 %	1,635,791.63 3,422.21	1.98 % 31,215.58	Aaa / AA+ AAA	3. 3.
91282SH4	US Treasury Note 1.375% Due 2/28/2019	2,000,000.00	03/31/2014 1.72 %	1,967,741.08 1,977,594.98	101.03 1.07 %	2,020,546.00 2,342.03	2.44 % 42,951.02	Aaa / AA+ AAA	3. 3.
91282ST8	US Treasury Note 1.25% Due 4/30/2019	2,000,000.00	06/10/2014 1.68 %	1,960,084.82 1,970,757.21	100.54 1.10 %	2,010,730.00 10,461.96	2.44 % 39,972.79	Aaa / AA+ AAA	3. 3.
91282UB4	US Treasury Note 1% Due 11/30/2019	1,600,000.00	03/30/2015 1.38 %	1,572,880.35 1,575,807.05	99.00 1.25 %	1,584,041.60 5,377.05	1.92 % 8,234.55	Aaa / AA+ AAA	4. 4.
91282H52	US Treasury Note 1.25% Due 1/31/2020	450,000.00	07/29/2015 1.54 %	444,306.20 444,524.13	99.89 1.28 %	449,519.40 947.69	0.54 % 4,995.27	Aaa / AA+ AAA	4. 4.
91282VF4	US Treasury Note 1.375% Due 5/31/2020	1,750,000.00	07/10/2015 1.62 %	1,730,250.01 1,731,135.66	100.18 1.34 %	1,753,144.75 8,086.58	2.13 % 22,009.09	Aaa / AA+ AAA	4. 4.

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### Holdings Report

As of 9/30/15

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
<b>US TREASURY</b>									
912828L32	US Treasury Note 1.375% Due 8/31/2020	1,200,000.00	09/29/2015 1.37 %	1,200,379.02 1,200,378.81	100.12 1.35 %	1,201,406.40 1,405.22	1.45 % 1,027.59	Aaa / AA+ AAA	4. 4.
<b>Total US Treasury</b>		<b>16,540,600.00</b>	<b>1.55 %</b>	<b>16,269,956.30</b> <b>16,349,453.98</b>	<b>1.08 %</b>	<b>16,595,081.58</b> <b>49,039.90</b>	<b>20.10 %</b> <b>245,627.60</b>	<b>Aaa / AA+</b> <b>Aaa</b>	<b>3.</b> <b>3.</b>
<b>TOTAL PORTFOLIO</b>		<b>82,154,547.36</b>	<b>1.41 %</b>	<b>81,785,359.36</b> <b>81,848,830.45</b>	<b>1.09 %</b>	<b>82,571,515.14</b> <b>238,716.43</b>	<b>100.00 %</b> <b>722,684.69</b>	<b>Aa1 / AA</b> <b>Aaa</b>	<b>2.</b> <b>2.</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>82,810,231.57</b>			

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	09/01/2015	60934N104	13,865.63	Federated GOVT OBLIG MMF	1.000	0.01 %	13,865.63	0.00	13,865.63	0.00
Purchase	09/01/2015	60934N104	5.86	Federated GOVT OBLIG MMF	1.000	0.01 %	5.86	0.00	5.86	0.00
Purchase	09/08/2015	60934N104	16,150.00	Federated GOVT OBLIG MMF	1.000	0.01 %	16,150.00	0.00	16,150.00	0.00
Purchase	09/10/2015	60934N104	15,856.25	Federated GOVT OBLIG MMF	1.000	0.01 %	15,856.25	0.00	15,856.25	0.00
Purchase	09/11/2015	60934N104	19,262.50	Federated GOVT OBLIG MMF	1.000	0.01 %	19,262.50	0.00	19,262.50	0.00
Purchase	09/12/2015	60934N104	14,875.00	Federated GOVT OBLIG MMF	1.000	0.01 %	14,875.00	0.00	14,875.00	0.00
Purchase	09/15/2015	60934N104	552.83	Federated GOVT OBLIG MMF	1.000	0.01 %	552.83	0.00	552.83	0.00
Purchase	09/15/2015	60934N104	24,242.84	Federated GOVT OBLIG MMF	1.000	0.01 %	24,242.84	0.00	24,242.84	0.00
Purchase	09/15/2015	60934N104	28,008.80	Federated GOVT OBLIG MMF	1.000	0.01 %	28,008.80	0.00	28,008.80	0.00
Purchase	09/15/2015	60934N104	1,253.50	Federated GOVT OBLIG MMF	1.000	0.01 %	1,253.50	0.00	1,253.50	0.00
Purchase	09/15/2015	60934N104	58,751.14	Federated GOVT OBLIG MMF	1.000	0.01 %	58,751.14	0.00	58,751.14	0.00
Purchase	09/15/2015	60934N104	795.67	Federated GOVT OBLIG MMF	1.000	0.01 %	795.67	0.00	795.67	0.00
Purchase	09/15/2015	60934N104	658.83	Federated GOVT OBLIG MMF	1.000	0.01 %	658.83	0.00	658.83	0.00
Purchase	09/18/2015	60934N104	8,906.25	Federated GOVT OBLIG MMF	1.000	0.01 %	8,906.25	0.00	8,906.25	0.00
Purchase	09/18/2015	60934N104	734.71	Federated GOVT OBLIG MMF	1.000	0.01 %	734.71	0.00	734.71	0.00
Purchase	09/21/2015	60934N104	122,924.66	Federated GOVT OBLIG MMF	1.000	0.01 %	122,924.66	0.00	122,924.66	0.00
Purchase	09/27/2015	60934N104	6,625.00	Federated GOVT OBLIG MMF	1.000	0.01 %	6,625.00	0.00	6,625.00	0.00
Purchase	09/29/2015	60934N104	5,250.00	Federated GOVT OBLIG MMF	1.000	0.01 %	5,250.00	0.00	5,250.00	0.00
Purchase	09/30/2015	3135G0D75	1,655,000.00	FNMA Note 1.5% Due 6/22/2020	100.054	1.49 %	1,655,893.70	6,757.92	1,662,651.62	0.00
Purchase	09/30/2015	60934N104	6,881.25	Federated GOVT OBLIG MMF	1.000	0.01 %	6,881.25	0.00	6,881.25	0.00
Purchase	09/30/2015	912828L32	1,200,000.00	US Treasury Note 1.375% Due 8/31/2020	100.032	1.37 %	1,200,379.02	1,359.89	1,201,738.91	0.00
		<b>Subtotal</b>	<b>3,200,600.72</b>				<b>3,201,873.44</b>	<b>8,117.81</b>	<b>3,209,991.25</b>	<b>0.00</b>
Security Contribution	09/29/2015	60934N104	334.67	Federated GOVT OBLIG MMF	1.000		334.67	0.00	334.67	0.00
		<b>Subtotal</b>	<b>334.67</b>				<b>334.67</b>	<b>0.00</b>	<b>334.67</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>3,200,935.39</b>				<b>3,202,208.11</b>	<b>8,117.81</b>	<b>3,210,325.92</b>	<b>0.00</b>

<b>DISPOSITIONS</b>										
Sale	09/30/2015	60934N104	705,761.45	Federated GOVT OBLIG MMF	1.000	0.01 %	705,761.45	0.00	705,761.45	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Sale	09/30/2015	912828A34	375,000.00	US Treasury Note 1.25% Due 11/30/2018	100.750	1.01 %	377,811.24	1,562.50	379,373.74	8,050.00
Sale	09/30/2015	912828SD3	475,000.00	US Treasury Note 1.25% Due 1/31/2019	100.570	1.08 %	477,707.40	984.21	478,691.61	8,682.00
Sale	09/30/2015	912828TM2	1,300,000.00	US Treasury Note 0.625% Due 8/31/2017	99.992	0.63 %	1,299,894.09	669.64	1,300,563.73	5,603.00
<b>Subtotal</b>			<b>2,855,761.45</b>				<b>2,861,174.18</b>	<b>3,216.35</b>	<b>2,864,390.53</b>	<b>22,336.00</b>
Paydown	09/15/2015	43814HAC2	0.00	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	100.000		0.00	795.67	795.67	0.00
Paydown	09/15/2015	477877AD6	0.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	100.000		0.00	552.83	552.83	0.00
Paydown	09/15/2015	477879AC4	23,965.59	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	100.000		23,965.59	277.25	24,242.84	0.00
Paydown	09/15/2015	47787RAC4	27,996.44	John Deere Owner Trust 2012-B A3 0.53% Due 7/15/2016	100.000		27,996.44	12.36	28,008.80	0.00
Paydown	09/15/2015	47787VAC5	0.00	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	100.000		0.00	1,253.50	1,253.50	0.00
Paydown	09/15/2015	89231MAC9	0.00	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	100.000		0.00	658.83	658.83	0.00
Paydown	09/15/2015	89231NAC7	58,718.27	Toyota Auto Receivable 2012-B A3 0.46% Due 7/15/2016	100.000		58,718.27	32.87	58,751.14	0.00
Paydown	09/18/2015	43814GAC4	0.00	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	100.000		0.00	734.71	734.71	0.00
Paydown	09/21/2015	43814CAC3	122,702.75	Honda Auto Receivables 2013-1 A3 0.48% Due 11/21/2016	100.000		122,702.75	221.91	122,924.66	0.00
<b>Subtotal</b>			<b>233,383.05</b>				<b>233,383.05</b>	<b>4,539.93</b>	<b>237,922.98</b>	<b>0.00</b>
Security Withdrawal	09/29/2015	60934N104	334.67	Federated GOVT OBLIG MMF	1.000		334.67	0.00	334.67	0.00
<b>Subtotal</b>			<b>334.67</b>				<b>334.67</b>	<b>0.00</b>	<b>334.67</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>3,089,479.17</b>				<b>3,094,891.90</b>	<b>7,756.28</b>	<b>3,102,648.18</b>	<b>22,336.00</b>
<b>OTHER TRANSACTIONS</b>										
Interest	09/01/2015	17275RAR3	1,305,000.00	Cisco Systems Note 2.125% Due 3/1/2019	0.000		13,865.63	0.00	13,865.63	0.00
Interest	09/08/2015	3136FPDC8	765,000.00	FNMA Callable Note 1X 3/8/2011 2% Due 3/8/2016	0.000		7,650.00	0.00	7,650.00	0.00

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Transaction Ledger

8/31/15 Thru 9/30/15

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>OTHER TRANSACTIONS</b>										
Interest	09/08/2015	3137EADC0	1,700,000.00	FHLMC Note 1% Due 3/8/2017	0.000		8,500.00	0.00	8,500.00	0.00
Interest	09/10/2015	3133782N0	1,310,000.00	FHLB Note 0.875% Due 3/10/2017	0.000		5,731.25	0.00	5,731.25	0.00
Interest	09/10/2015	313378WF4	1,800,000.00	FHLB Note 1.125% Due 3/10/2017	0.000		10,125.00	0.00	10,125.00	0.00
Interest	09/11/2015	06406HCW7	1,675,000.00	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 9/11/2019	0.000		19,262.50	0.00	19,262.50	0.00
Interest	09/12/2015	3135G0ZG1	1,700,000.00	FNMA Note 1.75% Due 9/12/2019	0.000		14,875.00	0.00	14,875.00	0.00
Interest	09/18/2015	3135G0YM9	950,000.00	FNMA Note 1.875% Due 9/18/2018	0.000		8,906.25	0.00	8,906.25	0.00
Interest	09/27/2015	3135G0ZL0	1,325,000.00	FNMA Note 1% Due 9/27/2017	0.000		6,625.00	0.00	6,625.00	0.00
Interest	09/29/2015	3137EADL0	1,050,000.00	FHLMC Note 1% Due 9/29/2017	0.000		5,250.00	0.00	5,250.00	0.00
Interest	09/30/2015	912828UU2	1,835,000.00	US Treasury Note 0.75% Due 3/31/2018	0.000		6,881.25	0.00	6,881.25	0.00
		<b>Subtotal</b>	<b>15,415,000.00</b>				<b>107,671.88</b>	<b>0.00</b>	<b>107,671.88</b>	<b>0.00</b>
Dividend	09/01/2015	60934N104	470,412.00	Federated GOVT OBLIG MMF	0.000		5.86	0.00	5.86	0.00
		<b>Subtotal</b>	<b>470,412.00</b>				<b>5.86</b>	<b>0.00</b>	<b>5.86</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>15,885,412.00</b>				<b>107,677.74</b>	<b>0.00</b>	<b>107,677.74</b>	<b>0.00</b>

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**Cutwater Asset Management**  
1331 17th Street, Suite 602  
Denver, CO 80202  
**Tel: 303 860 1100**  
Fax: 303 860 0016

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# CITY OF MORENO VALLEY

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Report for the period September 1, 2015 - September 30, 2015

Please contact Accounting by calling the number above or email [camreports@cutwater.com](mailto:camreports@cutwater.com) with questions concerning this report.

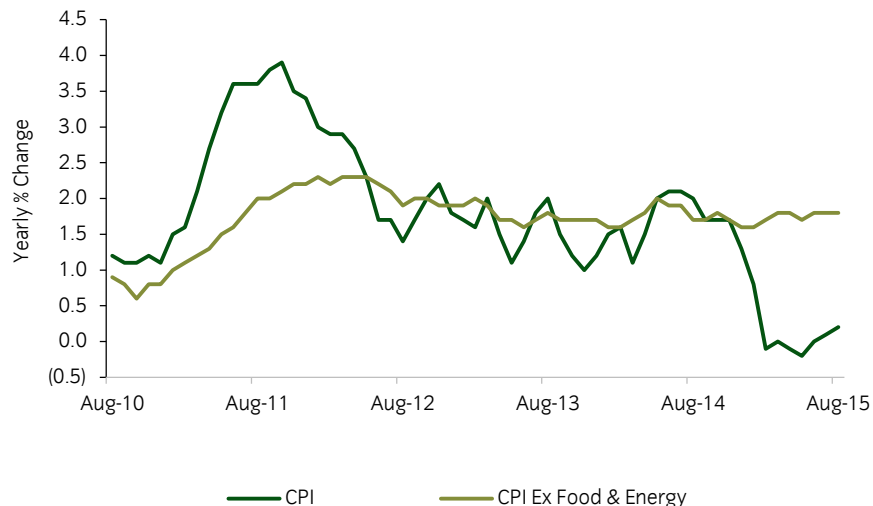
( This report was prepared on October 5, 2015 )

➤ A BNY MELLON COMPANY<sup>SM</sup>

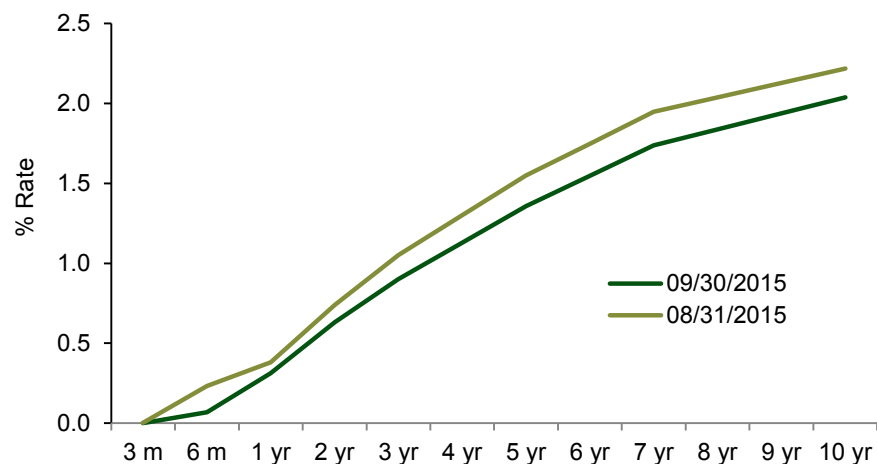


# Fixed Income Market Review September 30, 2015

**Chart 1: Consumer Price Index 8/31/2010-8/31/2015**



**Chart 2: Treasury Yield Curves 8/31/2015-9/30/2015**



**Past performance is not indicative of future results.** See important disclosures for additional information

Charts sourced from Bloomberg Finance LP, August 31, 2015, September 30, 2015.

**Economic Indicators & Monetary Policy:** Gross Domestic Product (GDP) for the second quarter of 2015 was revised upward a second time, and the final reading showed 3.9 percent growth. Gains in consumption, specifically in the services sector, helped bolster the strong GDP report. Year-over-year GDP increased by 2.7 percent. The first estimate of third quarter GDP will be released on October 29<sup>th</sup>. The Institute for Supply Management (ISM) indices declined in August as the non-manufacturing index fell to 59.0 percent from 60.3 percent, and the manufacturing index fell to 51.1 percent from 52.7 percent. The manufacturing index has decreased steadily since June and is nearing 50 percent, which indicates the minimum level for economic expansion.

August employment metrics were mixed, as the workforce added 173,000 jobs, a 42,000 job decline from the July report. However, the unemployment and underemployment rates fell to post-recession lows of 5.1 percent and 10.3 percent respectively. Small signs of wage growth were also present in the employment report as average hourly earnings increased 2.2 percent compared to 2.1 percent in July.

In what has become a theme for most of 2015, inflation indicators continue to show little to no growth, with the exception of the year-over-year core Consumer Price Index (CPI). The core CPI, which excludes food and energy because of their volatile nature, increased 1.8 percent on a year-over-year basis. Including food and energy, the CPI increased 0.2 percent on a year-over-year basis (See chart 1). On a month-over-month basis, core CPI increased 0.1 percent, while the CPI including food and energy decreased 0.1 percent. The Producer Price Index (PPI) experienced similar trends. Core PPI increased 0.9 percent on a year-over-year basis and PPI, including food and energy, decreased 0.8 percent, year-over-year. On a month-over-month basis, core PPI increased 0.3 percent, while PPI including food and energy experienced zero growth. The Federal Open Markets Committee (FOMC) set its target inflation rate at 2.0 percent.

Home sale data was mixed in August, as new home sales increased 5.7 percent while existing home sales decreased 4.8 percent. New home sales, which are measured at the time of contract execution rather than closing, reached a seven year high at an annualized rate of 552,000. Further mixed results were reported as housing starts declined 3.0 percent, while building permits increased 3.5 percent.

The FOMC met in September and voted to maintain the Fed funds target rate at zero to 0.25 percent. The almost unanimous vote rejected the predictions of many analysts who expected an interest rate increase to be announced. FOMC members have indicated that an interest rate hike is still possible in 2015.

**Yield Curve & Spreads:** At the end of September, the 3-month Treasury bill yielded 0.00 percent, the 6-month Treasury bill yielded 0.07 percent, the 2-year Treasury note yielded 0.63 percent, the 5-year Treasury note yielded 1.35 percent, and the 10-year Treasury note yielded 2.04 percent (See Chart 2).

Insight Investment

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**City of Moreno Valley  
Activity and Performance Summary  
for the period September 1, 2015 - September 30, 2015**

<u>Amortized Cost Basis Activity Summary</u>	
<b>Beginning Amortized Cost Value</b>	54,113,627.49
Additions	
Contributions	2,717.13
Interest Received	114,518.31
Accrued Interest Sold	841.50
Gain on Sales	1,818.22
<b>Total Additions</b>	<b>119,895.16</b>
Deductions	
Withdrawals	0.00
Fees Paid	2,717.13
Accrued Interest Purchased	69.33
Loss on Sales	0.00
<b>Total Deductions</b>	<b>(2,786.46)</b>
Accretion (Amortization) for the Period	(7,424.76)
<b>Ending Amortized Cost Value</b>	<b>54,223,311.43</b>
Ending Fair Value	54,461,669.91
Unrealized Gain (Loss)	238,358.48

<u>Detail of Amortized Cost Basis Return</u>				
	Interest Earned	Accretion (Amortization)	Realized Gain (Loss)	Total Income
<b>Current Holdings</b>				
Cash and Equivalents	2.09	0.00	0.00	2.09
U.S. Treasury	8,229.50	1,830.87	0.00	10,060.37
U.S. Instrumentality	27,046.02	(3,061.07)	0.00	23,984.95
Corporate	19,975.80	(6,195.28)	0.00	13,780.52
<b>Sales and Maturities</b>				
U.S. Instrumentality	876.04	0.00	0.00	876.04
Corporate	76.50	0.72	1,818.22	1,895.44
<b>Total</b>	<b>56,205.95</b>	<b>(7,424.76)</b>	<b>1,818.22</b>	<b>50,599.41</b>

<u>Annualized Comparative Rates of Return</u>			
	Twelve Month Trailing	Six Month Trailing	One Month
Fed Funds	0.12 %	0.13 %	0.14 %
Overnight Repo	0.15 %	0.17 %	0.15 %
3 Month T-Bill	0.02 %	0.02 %	0.02 %
6 Month T-Bill	0.07 %	0.09 %	0.13 %
1 Year T-Note	0.24 %	0.30 %	0.37 %
2 Year T-Note	0.60 %	0.65 %	0.71 %
5 Year T-Note	1.50 %	1.53 %	1.49 %

<u>Summary of Amortized Cost Basis Return for the Period</u>		
	Total Portfolio	Excl. Cash Eq.
Interest Earned	56,205.95	56,203.86
Accretion (Amortization)	(7,424.76)	(7,424.76)
Realized Gain (Loss) on Sales	<u>1,818.22</u>	<u>1,818.22</u>
Total Income on Portfolio	50,599.41	50,597.32
Average Daily Historical Cost	54,297,523.83	54,040,567.90
Annualized Return	1.13%	1.14%
Annualized Return Net of Fees	1.07%	1.08%
Annualized Return Year to Date Net of Fees	1.13%	1.14%
Weighted Average Effective Maturity in Days	639	642

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**City of Moreno Valley  
Activity and Performance Summary  
for the period September 1, 2015 - September 30, 2015**

<u>Fair Value Basis Activity Summary</u>	
<b>Beginning Fair Value</b>	54,218,839.05
Additions	
Contributions	2,717.13
Interest Received	114,518.31
Accrued Interest Sold	841.50
<b>Total Additions</b>	118,076.94
Deductions	
Withdrawals	0.00
Fees Paid	2,717.13
Accrued Interest Purchased	69.33
<b>Total Deductions</b>	(2,786.46)
 Change in Fair Value for the Period	 127,540.38
<b>Ending Fair Value</b>	<b>54,461,669.91</b>

<u>Detail of Fair Value Basis Return</u>			
	Interest Earned	Change in Fair Value	Total Income
<b>Current Holdings</b>			
Cash and Equivalents	2.09	0.00	2.09
U.S. Treasury	8,229.50	35,486.99	43,716.49
U.S. Instrumentality	27,046.02	49,403.00	76,449.02
Corporate	19,975.80	40,169.25	60,145.05
<b>Sales and Maturities</b>			
U.S. Instrumentality	876.04	2,462.10	3,338.14
Corporate	76.50	19.04	95.54
<b>Total</b>	<b>56,205.95</b>	<b>127,540.38</b>	<b>183,746.33</b>

<u>Annualized Comparative Rates of Return</u>			
	Twelve Month Trailing	Six Month Trailing	One Month
Fed Funds	0.12 %	0.13 %	0.14 %
Overnight Repo	0.15 %	0.17 %	0.15 %
3 Month T-Bill	0.05 %	0.07 %	0.24 %
6 Month T-Bill	0.26 %	0.39 %	1.47 %
1 Year T-Note	0.27 %	0.44 %	1.19 %
BAML 1-3 Yr Tsy Index	1.15 %	0.91 %	3.68 %
BAML 1-5 Yr Tsy Index	2.13 %	1.44 %	6.48 %

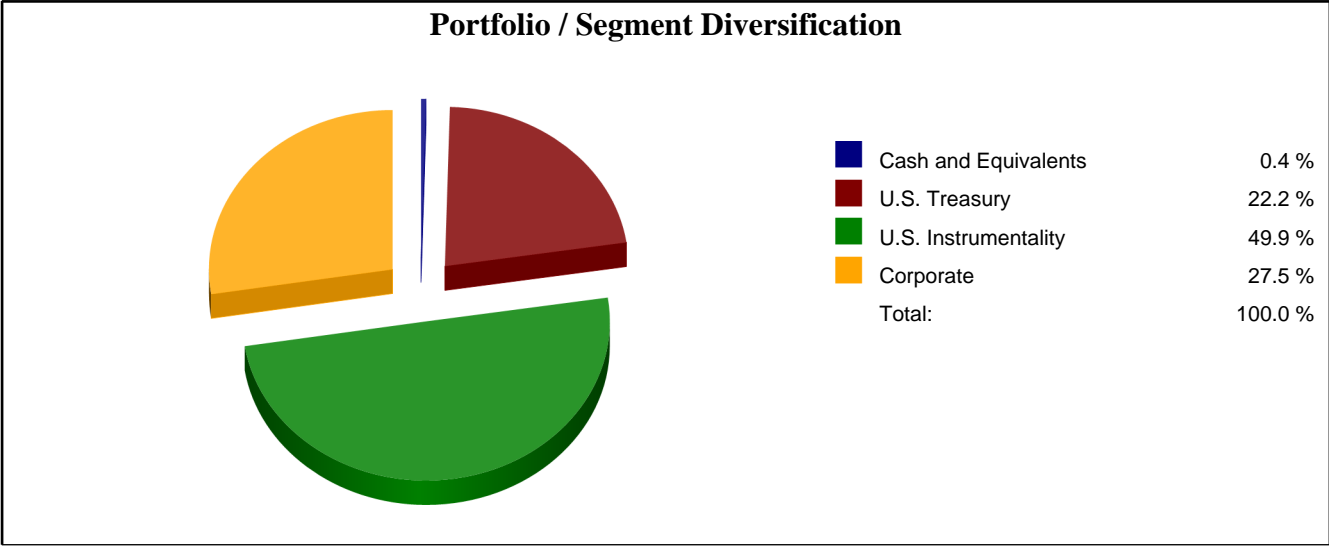
<u>Summary of Fair Value Basis Return for the Period</u>		
	Total Portfolio	Excl. Cash Eq.
Interest Earned	56,205.95	56,203.86
Change in Fair Value	<u>127,540.38</u>	<u>127,540.38</u>
Total Income on Portfolio	183,746.33	183,744.24
Average Daily Historical Cost	54,297,523.83	54,040,567.90
Annualized Return	4.12%	4.14%
Annualized Return Net of Fees	4.06%	4.08%
Annualized Return Year to Date Net of Fees	1.61%	1.62%
Weighted Average Effective Maturity in Days	639	642

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**City of Moreno Valley  
Recap of Securities Held  
September 30, 2015**

	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average Final Maturity (Days)	Weighted Average Effective Maturity (Days)	% Portfolio/Segment	Weighted Average Yield *	Weighted Average Market Duration (Yea
Cash and Equivalents	235,337.73	235,337.73	235,337.73	0.00	1	1	0.43	0.01	0.
U.S. Treasury	12,056,826.49	12,108,669.84	12,182,880.08	74,210.24	718	718	22.18	1.02	1.
U.S. Instrumentality	27,127,304.45	27,019,279.81	27,175,020.88	155,741.07	624	597	49.90	1.10	1.
Corporate	14,946,112.90	14,860,024.05	14,868,431.22	8,407.17	666	664	27.49	1.12	1.
<b>Total</b>	<b>54,365,581.57</b>	<b>54,223,311.43</b>	<b>54,461,669.91</b>	<b>238,358.48</b>	<b>654</b>	<b>639</b>	<b>100.00</b>	<b>1.08</b>	<b>1.</b>

\* Weighted Average Yield is calculated on a "yield to worst" basis.

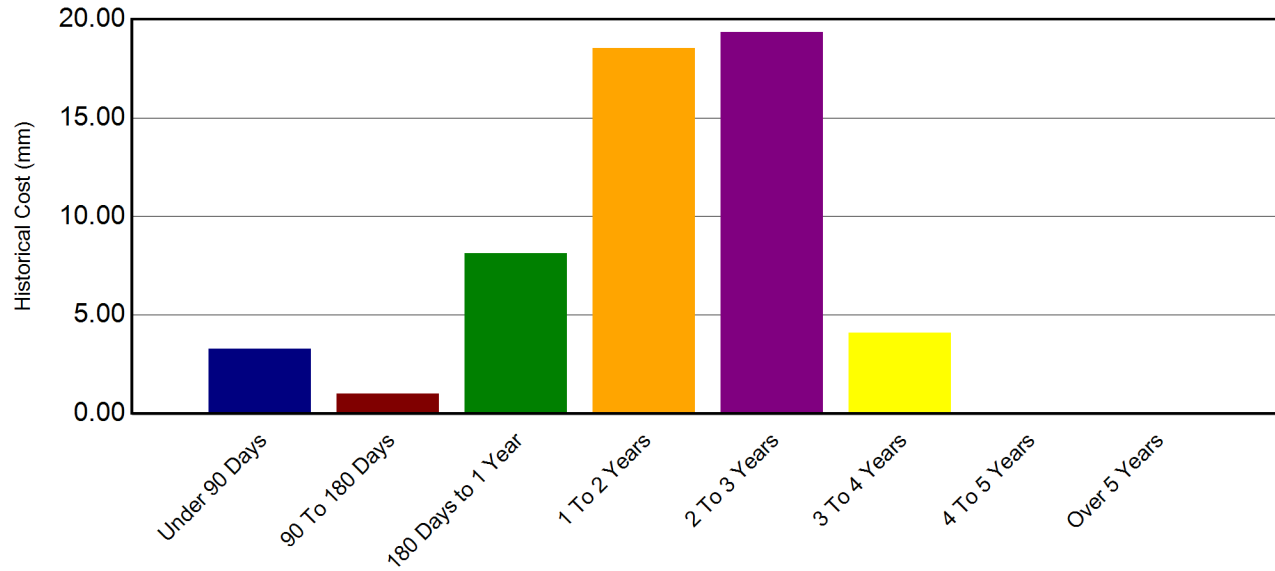


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**City of Moreno Valley  
Maturity Distribution of Securities Held  
September 30, 2015**

Maturity	Historical Cost	Percent
Under 90 Days	3,272,470.78	6.02 %
90 To 180 Days	1,000,600.00	1.84 %
180 Days to 1 Year	8,118,819.40	14.93 %
1 To 2 Years	18,539,691.88	34.10 %
2 To 3 Years	19,329,680.87	35.55 %
3 To 4 Years	4,104,318.64	7.55 %
4 To 5 Years	0.00	0.00 %
Over 5 Years	0.00	0.00 %
	<b>54,365,581.57</b>	<b>100.00 %</b>

**Maturity Distribution**



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**City of Moreno Valley  
Securities Held  
September 30, 2015**

CUSIP/ Description	Purchase Date	Rate/ Coupon	Maturity/ Call Date	Par Value/ Shares	Historical Cost/ Accrued Interest Purchased	Amortized Cost/ Accretion (Amortization)	Fair Value/ Change In Fair Value	Unrealized Gain (Loss)	Interest Received	Interest Earned	Total Accrued Interest	% Port Cost	Yield
<b>Cash and Equivalents</b>													
Federated Govt Oblig	09/30/15	0.011V		235,337.73	235,337.73	235,337.73	235,337.73	0.00	1.68	2.09	2.09	0.43	0.01
					0.00	0.00	0.00						
<b>TOTAL (Cash and Equivalents)</b>				<b>235,337.73</b>	<b>235,337.73</b>	<b>235,337.73</b>	<b>235,337.73</b>	<b>0.00</b>	<b>1.68</b>	<b>2.09</b>	<b>2.09</b>	<b>0.43</b>	
					0.00	0.00	0.00						
<b>U.S. Treasury</b>													
912828PJ3	05/16/11	1.375	11/30/15	1,050,000.00	1,038,273.05	1,049,575.88	1,052,194.50	2,618.62	0.00	1,183.40	4,851.95	1.91	1.63
T-Note					0.00	212.06	(1,059.45)						
912828SC5	06/20/12	0.875	01/31/17	1,710,000.00	1,723,298.31	1,713,849.10	1,718,861.22	5,012.12	0.00	1,219.77	2,520.86	3.17	0.70
T-Note					0.00	(236.62)	2,159.73						
912828TG5	02/25/13	0.500	07/31/17	3,100,000.00	3,069,373.67	3,087,329.00	3,094,268.10	6,939.10	0.00	1,263.58	2,611.41	5.65	0.73
T-Note					0.00	568.21	8,354.50						
912828TS9	03/25/13	0.625	09/30/17	1,700,000.00	1,693,099.45	1,696,947.03	1,699,202.70	2,255.67	5,312.50	870.90	29.03	3.11	0.72
T-Note					0.00	125.47	4,890.90						
912828TS9	05/23/13	0.625	09/30/17	1,175,000.00	1,167,660.19	1,171,632.27	1,174,448.93	2,816.66	3,671.88	601.95	20.06	2.15	0.77
T-Note					0.00	138.40	3,380.48						
912828UU2	07/29/13	0.750	03/31/18	1,000,000.00	976,018.98	987,180.13	998,568.00	11,387.87	3,750.00	614.75	20.49	1.80	1.28
T-Note					0.00	421.70	4,193.00						
912828WD8	12/13/13	1.250	10/31/18	1,700,000.00	1,679,818.19	1,687,254.79	1,714,521.40	27,266.61	0.00	1,732.33	8,892.66	3.09	1.50
T-Note					0.00	339.58	9,452.00						
912828A34	12/27/13	1.250	11/30/18	725,000.00	709,284.65	714,901.64	730,815.23	15,913.59	0.00	742.82	3,045.59	1.30	1.71
T-Note					0.00	262.07	4,115.83						
<b>TOTAL (U.S. Treasury)</b>				<b>12,160,000.00</b>	<b>12,056,826.49</b>	<b>12,108,669.84</b>	<b>12,182,880.08</b>	<b>74,210.24</b>	<b>12,734.38</b>	<b>8,229.50</b>	<b>21,992.05</b>	<b>22.18</b>	
					0.00	1,830.87	35,486.99						
<b>U.S. Instrumentality</b>													
3133ECBJ2	12/24/12	0.430	11/16/15	2,000,000.00	1,998,860.00	1,999,950.39	2,000,652.00	701.61	0.00	716.67	3,225.00	3.68	0.45
FFCB					0.00	32.36	(602.00)						
313372YS7	07/07/11	2.450	03/30/16	2,150,000.00	2,206,631.00	2,155,931.84	2,173,235.05	17,303.21	26,337.50	4,389.58	146.32	4.06	1.87
FHLB					0.00	(983.17)	(1,369.55)						
313373SZ6	07/19/11	2.125	06/10/16	725,000.00	737,702.00	726,797.32	733,560.08	6,762.76	0.00	1,283.85	4,750.26	1.36	1.75
FHLB					0.00	(213.12)	(1,141.15)						
313373SZ6	08/29/11	2.125	06/10/16	1,150,000.00	1,196,563.50	1,156,743.31	1,163,578.05	6,834.74	0.00	2,036.46	7,534.90	2.20	1.25
FHLB					0.00	(799.60)	(1,810.10)						
313373SZ6	11/21/11	2.125	06/10/16	900,000.00	937,440.00	905,695.92	910,626.30	4,930.38	0.00	1,593.75	5,896.88	1.72	1.18
FHLB					0.00	(675.41)	(1,416.60)						

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**City of Moreno Valley  
Securities Held  
September 30, 2015**

CUSIP/ Description	Purchase Date	Rate/ Coupon	Maturity/ Call Date	Par Value/ Shares	Historical Cost/ Accrued Interest Purchased	Amortized Cost/ Accretion (Amortization)	Fair Value/ Change In Fair Value	Unrealized Gain (Loss)	Interest Received	Interest Earned	Total Accrued Interest	% Port Cost	Yield	
3137EADC0 FHLMC	03/14/12	1.000	03/08/17	1,000,000.00	986,050.00 0.00	995,983.63 229.95	1,006,355.00 1,890.00	10,371.37	5,000.00	833.33	638.89	1.81	1.29	
313378WF4 FHLB	04/24/12	1.125	03/10/17	1,000,000.00	1,003,560.00 0.00	1,001,051.41 (59.97)	1,007,737.00 2,079.00	6,685.59	5,625.00	937.50	656.25	1.85	1.05	
3137EADF3 FHLMC	05/29/12	1.250	05/12/17	1,000,000.00	1,009,273.00 0.00	1,003,019.24 (153.78)	1,010,663.00 1,792.00	7,643.76	0.00	1,041.67	4,826.39	1.86	1.06	
313379VE6 FHLB	07/26/12	1.010	06/19/17	915,000.00	923,363.10 0.00	917,931.06 (140.24)	920,746.20 1,821.76	2,815.14	0.00	770.13	2,618.43	1.70	0.82	
3137EADH9 FHLMC	07/27/12	1.000	06/29/17	1,500,000.00	1,510,875.00 0.00	1,503,852.82 (181.45)	1,510,233.00 1,552.50	6,380.18	0.00	1,250.00	3,833.33	2.78	0.85	
3133EFU7 FFCB	09/30/15	0.780	08/28/17	1,600,000.00	1,602,000.00 69.33	1,601,997.13 (2.87)	1,601,878.40 (121.60)	(118.73)	0.00	34.67	104.00	2.95	0.71	
3133EAY28 FFCB	09/18/12	0.830	09/21/17	1,645,000.00	1,645,000.00 0.00	1,645,000.00 0.00	1,647,107.25 3,720.99	2,107.25	6,826.75	1,137.79	379.26	3.03	0.85	
3135GORT2 FNMA	02/22/13	0.875	12/20/17	1,850,000.00	1,845,264.00 0.00	1,847,820.15 80.64	1,854,686.05 7,897.65	6,865.90	0.00	1,348.96	4,541.49	3.39	0.95	
3134G6PM9 FHLMC	Call 03/30/15	1.050	12/29/17 12/29/15	1,000,000.00	1,000,600.00 0.00	1,000,194.89 (65.69)	1,001,662.00 2,072.00	1,467.11	0.00	875.00	2,683.33	1.84	0.97	
3137EADN6 FHLMC	05/10/13	0.750	01/12/18	1,500,000.00	1,491,378.00 0.00	1,495,789.96 151.44	1,498,743.00 4,011.00	2,953.04	0.00	937.50	2,468.75	2.74	0.88	
3137EADN6 FHLMC	12/13/13	0.750	01/12/18	350,000.00	341,897.85 0.00	345,468.01 163.02	349,706.70 935.90	4,238.69	0.00	218.75	576.04	0.63	1.35	
3135G0TG8 FNMA	06/11/13	0.875	02/08/18	1,500,000.00	1,475,430.00 0.00	1,487,577.94 432.83	1,502,292.00 8,187.00	14,714.06	0.00	1,093.75	1,932.29	2.71	1.24	
3135G0VC4 FNMA	06/12/15	1.130	02/28/18	2,000,000.00	2,001,040.00 0.00	2,000,923.63 (31.45)	2,014,290.00 5,654.00	13,366.37	0.00	1,883.34	2,071.67	3.68	1.11	
3135G0WJ8 FNMA	07/29/13	0.875	05/21/18	1,000,000.00	969,505.00 0.00	983,285.89 520.69	999,399.00 5,583.00	16,113.11	0.00	729.16	3,159.72	1.78	1.55	
31331KNA4 FFCB	08/19/15	2.580	06/08/18	1,200,000.00	1,248,852.00 6,106.00	1,246,800.60 (1,431.21)	1,249,990.80 3,337.20	3,190.20	0.00	2,580.00	9,718.00	2.30	1.10	
3135G0YT4 FNMA	12/13/13	1.625	11/27/18	1,000,000.00	996,020.00 0.00	997,464.67 65.96	1,017,880.00 5,330.00	20,415.33	0.00	1,354.16	5,597.22	1.83	1.71	
<b>TOTAL (U.S. Instrumentality)</b>					26,985,000.00	27,127,304.45 6,175.33	27,019,279.81 (3,061.07)	27,175,020.88 49,403.00	155,741.07	43,789.25	27,046.02	67,358.42	49.90	

**Corporate**

38259PAC6	11/15/12	2.125	05/19/16	1,315,000.00	1,377,186.90	1,326,214.03	1,328,662.85	2,448.82	0.00	2,328.64	10,246.04	2.53	0.76
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**City of Moreno Valley  
Securities Held  
September 30, 2015**

CUSIP/ Description	Purchase Date	Rate/ Coupon	Maturity/ Call Date	Par Value/ Shares	Historical Cost/ Accrued Interest Purchased	Amortized Cost/ Accretion (Amortization)	Fair Value/ Change In Fair Value	Unrealized Gain (Loss)	Interest Received	Interest Earned	Total Accrued Interest	% Port Cost	Yield
Google					0.00	(1,456.37)	(2,267.06)						
949746QU8	02/09/15	3.676	06/15/16	1,600,000.00	1,663,296.00	1,633,191.80	1,633,564.80	373.00	29,408.00	4,901.33	2,614.04	3.06	0.73
Wells Fargo					0.00	(3,859.52)	(2,787.20)						
46623EJY6	01/21/15	1.350	02/15/17	1,000,000.00	1,003,660.00	1,002,435.16	1,001,300.00	(1,135.16)	0.00	1,125.00	1,725.00	1.85	1.17
JP Morgan Chase					0.00	(145.24)	2,346.00						
24422ERN1	03/16/15	1.400	03/15/17	800,000.00	807,064.00	805,138.33	806,195.20	1,056.87	5,600.00	933.34	497.78	1.48	0.95
John Deere Capital C					0.00	(290.31)	1,052.00						
36962G7J7	Call 01/21/15	1.250	05/15/17	1,000,000.00	1,005,930.00	1,004,084.62	1,005,450.00	1,365.38	0.00	1,041.66	4,722.22	1.85	0.98
GE Capital			04/13/17		0.00	(218.82)	4,441.00						
717081DJ9	03/16/15	1.100	05/15/17	1,000,000.00	1,003,800.00	1,002,843.99	1,001,844.00	(999.99)	0.00	916.67	4,155.56	1.85	0.92
Pfizer Inc					0.00	(144.13)	1,009.00						
713448CB2	06/12/15	1.250	08/13/17	500,000.00	501,065.00	500,915.93	503,391.50	2,475.57	0.00	520.83	833.33	0.92	1.15
PEPSICO Inc					0.00	(40.29)	2,850.00						
0258M0DR7	03/30/15	1.550	09/22/17	740,000.00	745,379.80	744,282.49	742,049.06	(2,233.43)	5,735.00	955.83	286.75	1.37	1.25
American Express Cre					0.00	(177.94)	3,200.50						
68389XAN5	03/30/15	1.200	10/15/17	1,000,000.00	1,003,020.00	1,002,419.25	1,001,683.00	(736.25)	0.00	1,000.00	5,533.33	1.84	1.08
ORACLE CORP					0.00	(97.42)	5,439.00						
458140AL4	12/12/12	1.350	12/15/17	500,000.00	501,300.00	500,572.88	499,106.00	(1,466.88)	0.00	562.50	1,987.50	0.92	1.30
INTEL CORP					0.00	(21.32)	(165.50)						
459200HZ7	02/11/15	1.125	02/06/18	1,000,000.00	998,600.00	998,897.71	997,580.00	(1,317.71)	0.00	937.50	1,718.75	1.84	1.17
IBM Corp					0.00	38.50	4,657.00						
24422ESB6	02/12/15	1.300	03/12/18	1,000,000.00	998,550.00	998,848.00	998,196.00	(652.00)	6,500.00	1,083.33	686.11	1.84	1.35
John Deere Capital C					0.00	38.70	4,463.00						
191216BA7	03/13/15	1.150	04/01/18	1,000,000.00	995,110.00	995,995.90	999,103.00	3,107.10	0.00	958.33	5,750.00	1.83	1.31
Coca Cola					0.00	131.57	4,042.00						
931142DF7	04/04/13	1.125	04/11/18	1,130,000.00	1,128,960.40	1,129,476.51	1,129,127.64	(348.87)	0.00	1,059.38	6,003.13	2.08	1.27
Wal-Mart					0.00	17.01	4,938.10						
037833AJ9	05/22/13	1.000	05/03/18	500,000.00	493,995.00	496,859.59	497,665.00	805.41	0.00	416.67	2,055.56	0.91	1.25
Apple Inc					0.00	99.70	3,171.00						
91159HHE3	Call 02/12/14	1.950	11/15/18	215,000.00	215,455.80	215,296.56	217,242.67	1,946.11	0.00	349.37	1,583.83	0.40	1.90
US Bancorp			10/15/18		0.00	(8.02)	1,175.41						
17275RAR3	02/27/14	2.125	03/01/19	500,000.00	503,740.00	502,551.30	506,270.50	3,719.20	5,312.50	885.42	885.42	0.93	2.19
CISCO SYSTEMS INC					0.00	(61.38)	2,605.00						
<b>TOTAL (Corporate)</b>				<b>14,800,000.00</b>	<b>14,946,112.90</b>	<b>14,860,024.05</b>	<b>14,868,431.22</b>	<b>8,407.17</b>	<b>52,555.50</b>	<b>19,975.80</b>	<b>51,284.35</b>	<b>27.49</b>	
					<b>0.00</b>	<b>(6,195.28)</b>	<b>40,169.25</b>						

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**City of Moreno Valley  
Securities Held  
September 30, 2015**

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<b>GRAND TOTAL</b>	<b>54,180,337.73</b>	54,365,581.57	54,223,311.43	54,461,669.91	238,358.48	109,080.81	55,253.41	140,636.91	100.00
		6,175.33	(7,425.48)	125,059.24					

V = variable rate, current rate shown, average rate for Cash & Equivalents

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**City of Moreno Valley  
Securities Purchased  
September 1, 2015 - September 30, 2015**

CUSIP/Description	Purchase Date	Rate/Coupon	Maturity/Call Date	Par Value/Shares	Unit Cost	Principal Cost	Accrued Interest Purchased	Yield
<b><u>Cash and Equivalents</u></b>								
Federated Govt Obligation	09/01/2015	0.011V		5,314.18	100.000	5,314.18	0.00	0.01
Federated Govt Obligation	09/08/2015	0.011V		5,000.00	100.000	5,000.00	0.00	0.01
Federated Govt Obligation	09/10/2015	0.011V		178,234.50	100.000	178,234.50	0.00	0.01
Federated Govt Obligation	09/14/2015	0.011V		6,500.00	100.000	6,500.00	0.00	0.01
Federated Govt Obligation	09/15/2015	0.011V		35,008.00	100.000	35,008.00	0.00	0.01
Federated Govt Obligation	09/21/2015	0.011V		6,826.75	100.000	6,826.75	0.00	0.01
Federated Govt Obligation	09/22/2015	0.011V		5,735.00	100.000	5,735.00	0.00	0.01
<b>TOTAL (Cash and Equivalents)</b>				<b>242,618.43</b>		<b>242,618.43</b>	<b>0.00</b>	
<b><u>U.S. Instrumentality</u></b>								
3133EFEU7 FFCB	09/30/2015	0.780	08/28/2017	1,600,000.00	100.125	1,602,000.00	69.33	0.71
<b>TOTAL (U.S. Instrumentality)</b>				<b>1,600,000.00</b>		<b>1,602,000.00</b>	<b>69.33</b>	
<b>GRAND TOTAL</b>				<b>1,842,618.43</b>		<b>1,844,618.43</b>	<b>69.33</b>	

V = variable rate, current rate shown, average rate for Cash & Equivalents

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**City of Moreno Valley  
Securities Sold and Matured  
September 1, 2015 - September 30, 2015**

CUSIP/ Description	Sale or Maturity Date	Rate/ Coupon	Maturity/ Call Date	Par Value/ Shares	Historical Cost	Amortized Cost at Sale or Maturity / Acct/ (Amort)	Sale/ Maturity Price	Fair Value at Sale or Maturity / Chg.In Fair Value	Realized Gain (Loss)	Accrued Interest Sold	Interest Received	Interest Earned	Yield
<b><u>Cash and Equivalents</u></b>													
Federated Govt Obligation	09/30/2015	0.011V		107,559.95	107,559.95	107,559.95	100.00	107,559.95	0.00	0.00	0.00	0.00	0.01
						0.00		0.00					
<b>TOTAL (Cash and Equivalents)</b>				107,559.95	107,559.95	107,559.95		107,559.95	0.00	0.00	0.00	0.00	
						0.00		0.00					
<b><u>U.S. Instrumentality</u></b>													
3134G6PG2 FHLMC	Call 09/30/2015	0.750	03/30/2017 09/30/2015	1,450,000.00	1,450,000.00	1,450,000.00	100.00	1,450,000.00	0.00	0.00	5,437.50	876.04	0.75
						0.00		2,462.10					
<b>TOTAL (U.S. Instrumentality)</b>				1,450,000.00	1,450,000.00	1,450,000.00		1,450,000.00	0.00	0.00	5,437.50	876.04	
						0.00		2,462.10					
<b><u>Corporate</u></b>													
913017BU2 United Technolo	09/10/2015	1.800	06/01/2017	170,000.00	169,853.80	169,949.78	101.04	171,768.00	1,818.22	841.50	0.00	76.50	2.02
						0.72		19.04					
<b>TOTAL (Corporate)</b>				170,000.00	169,853.80	169,949.78		171,768.00	1,818.22	841.50	0.00	76.50	
						0.72		19.04					
<b>GRAND TOTAL</b>				1,727,559.95	1,727,413.75	1,727,509.73		1,729,327.95	1,818.22	841.50	5,437.50	952.54	
						0.72		2,481.14					

V = variable rate, current rate shown, average rate for Cash & Equivalents

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**City of Moreno Valley  
Transaction Report  
for the period September 1, 2015 - September 30, 2015**

Date	CUSIP	Transaction	Sec Type	Description	Maturity	PAR Value/Shares	Principal	Interest	Transaction Total	Balance
09/01/2015		Bought	CE	Federated Govt Oblig		5,314.18	5,314.18	0.00	(5,314.18)	(5,314.18)
09/01/2015		Interest	CE	Federated Govt Oblig		100,279.25	0.00	1.68	1.68	(5,312.50)
09/01/2015	17275RAR3	Interest	COR	CISCO SYSTEMS INC	03/01/2019	500,000.00	0.00	5,312.50	5,312.50	0.00
09/08/2015		Bought	CE	Federated Govt Oblig		5,000.00	5,000.00	0.00	(5,000.00)	(5,000.00)
09/08/2015	3137EADC0	Interest	INS	FHLMC	03/08/2017	1,000,000.00	0.00	5,000.00	5,000.00	0.00
09/10/2015		Bought	CE	Federated Govt Oblig		178,234.50	178,234.50	0.00	(178,234.50)	(178,234.50)
09/10/2015	313378WF4	Interest	INS	FHLB	03/10/2017	1,000,000.00	0.00	5,625.00	5,625.00	(172,609.50)
09/10/2015	913017BU2	Sold	COR	United Technologies	06/01/2017	170,000.00	171,768.00	841.50	172,609.50	0.00
09/12/2015	24422ESB6	Interest	COR	John Deere Capital C	03/12/2018	1,000,000.00	0.00	6,500.00	6,500.00	6,500.00
09/14/2015		Bought	CE	Federated Govt Oblig		6,500.00	6,500.00	0.00	(6,500.00)	0.00
09/15/2015		Bought	CE	Federated Govt Oblig		35,008.00	35,008.00	0.00	(35,008.00)	(35,008.00)
09/15/2015	24422ERN1	Interest	COR	John Deere Capital C	03/15/2017	800,000.00	0.00	5,600.00	5,600.00	(29,408.00)
09/15/2015	949746QU8	Interest	COR	Wells Fargo	06/15/2016	1,600,000.00	0.00	29,408.00	29,408.00	0.00
09/21/2015		Bought	CE	Federated Govt Oblig		6,826.75	6,826.75	0.00	(6,826.75)	(6,826.75)
09/21/2015	3133EAY28	Interest	INS	FFCB	09/21/2017	1,645,000.00	0.00	6,826.75	6,826.75	0.00
09/22/2015		Bought	CE	Federated Govt Oblig		5,735.00	5,735.00	0.00	(5,735.00)	(5,735.00)
09/22/2015	0258M0DR7	Interest	COR	American Express Cre	09/22/2017	740,000.00	0.00	5,735.00	5,735.00	0.00
09/30/2015		Sold	CE	Federated Govt Oblig		107,559.95	107,559.95	0.00	107,559.95	107,559.95
09/30/2015	313372YS7	Interest	INS	FHLB	03/30/2016	2,150,000.00	0.00	26,337.50	26,337.50	133,897.50
09/30/2015	3133EFU7	Bought	INS	FFCB	08/28/2017	1,600,000.00	1,602,000.00	69.33	(1,602,069.33)	(1,468,171.83)
09/30/2015	3134G6PG2	Call	INS	FHLMC	03/30/2017	1,450,000.00	1,450,000.00	0.00	1,450,000.00	(18,171.83)
09/30/2015	3134G6PG2	Interest	INS	FHLMC	03/30/2017	1,450,000.00	0.00	5,437.50	5,437.50	(12,734.33)
09/30/2015	912828TS9	Interest	TSY	T-Note	09/30/2017	2,875,000.00	0.00	8,984.38	8,984.38	(3,750.00)
09/30/2015	912828UU2	Interest	TSY	T-Note	03/31/2018	1,000,000.00	0.00	3,750.00	3,750.00	0.00
<b>Portfolio Activity Total</b>										<b>0.00</b>

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# BOND MARKET REVIEW

A MONTHLY REVIEW OF  
FIXED INCOME MARKETS



## WHAT'S INSIDE

Market Summary ..... 1  
Yield Curve  
Current Yields

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Credit Spreads  
Economic Indicators

Since 1988, Chandler Asset Management has specialized in the management of fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, manages risk and generates income in our clients' portfolios.

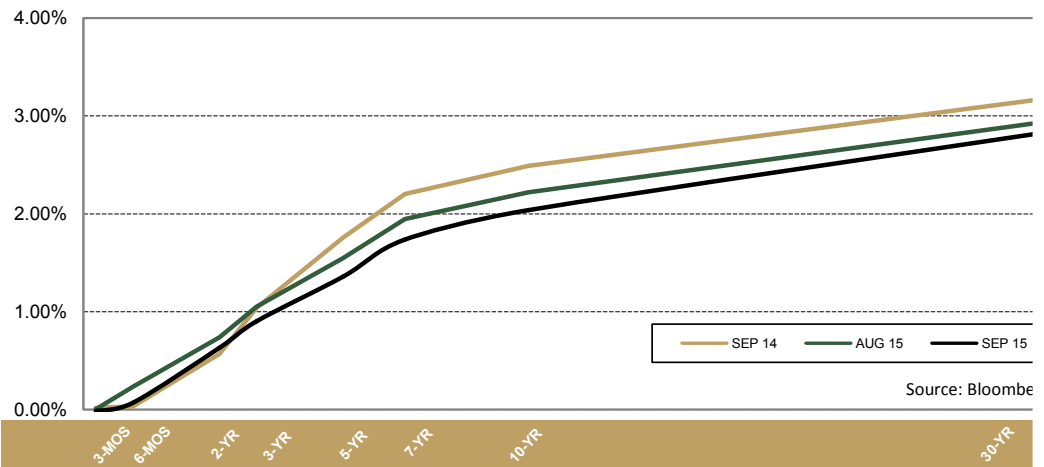
## Market Summary

In light of the weak September jobs report and the latest reading on inflation, we believe the probability of a fed funds rate hike by the Federal Reserve before year-end has further diminished. Nonfarm payrolls rose by 142,000 in September, below the consensus forecast of 201,000. Meanwhile, the PCE price index is still running well below the Fed's 2.0% target, at just 0.3% on a year-over-year basis in August. In our view, a rate hike is still possible before year-end, but depending on domestic and global economic data as well as any potential financial market volatility fueled by a US debt ceiling debate over the next months, it could be pushed out to 2016. Fed funds futures currently imply that the Fed could remain hold until March or even June of next year. The Federal Open Market Committee (FOMC) left policy rates unchanged at its September meeting. The Committee cautioned that "recent global economic financial developments may restrain economic activity." Overall, the Fed's September policy statement was dovish and the outlook for future monetary policy changes remains uncertain.

US economic data has been mixed. Over the past three months, payrolls have increased by an average 167,000 per month, compared to the trailing six-month average of 199,000. In September unemployment rate was unchanged at 5.1%, but the participation rate edged down and wages were flat. Meanwhile, housing still appears to be a growing source of strength for the US economy. In addition, consumer confidence remains strong, which should bode well for fourth quarter holiday shopping. The manufacturing sector, on the other hand, remains under pressure, largely due to the strength of the dollar. Second quarter GDP growth was revised upward to an annualized rate of 3.9% from the second estimate of 3.7%. Market participants currently expect annualized GDP growth of about 2.4% in the third quarter, and 2.7% growth in the fourth quarter.

Interest rate volatility remains elevated due to continued uncertainty regarding the outlook for global economic growth and the timing of the first fed funds rate hike. Yields on 2-year and 10-year Treasury notes declined in September, offsetting increases in August. Mixed US economic data, divergent central bank monetary policies, and concerns about weakening economic growth in China and other emerging markets have influenced interest rates.

### TREASURY YIELDS HAVE BEEN VOLATILE



Interest rate volatility remains elevated. The yield on the two-year Treasury note fell about 8 basis points in September after increasing by approximately the same amount in August. Meanwhile, the yield on the ten-year Treasury note fell roughly 12 basis points in September after increasing about 4 basis points in August. Concerns about slowing global economic growth, the continued decline in oil prices, and ongoing uncertainty about Fed monetary policy has fueled financial market turbulence.

TREASURY YIELDS	9/30/2015	8/31/2015	CHANGE
3 Month	(0.02)	0.00	(0.02)
2 Year	0.63	0.74	(0.11)
3 Year	0.90	1.05	(0.15)
5 Year	1.36	1.55	(0.19)
7 Year	1.74	1.95	(0.21)
10 Year	2.04	2.22	(0.18)
30 Year	2.85	2.96	

Source: Bloomberg

## Economic Roundup

### Consumer Prices

In August, Consumer Price Index (CPI) inflation was unchanged from July, up 0.2% on a year-over-year basis. Headline inflation remains low, in light of a precipitous decline in energy prices. The year-over-year Core CPI (CPI less food and energy) was also unchanged at 1.8% in August. The Personal Consumption Expenditures (PCE) price index was unchanged in August, up 0.3% on a year-over-year basis. The Core PCE price index was up 1.3% on a year-over-year basis in August, up slightly from 1.2% in July. Overall, inflation remains below the Fed's 2.0% target.

### Retail Sales

Retail sales rose 0.2% on a month-over-month basis in August, following an upwardly revised gain of 0.7% in July. On a year-over-year basis, retail sales rose 2.2% in the month, following a 2.6% year-over-year gain in July. The July and August gains signal an improving trend in consumer spending. Ongoing improvement in the labor market, along with low gas prices, should continue to have a positive influence on consumer discretionary spending.

### Labor Market

The September employment report was weaker than expected. Nonfarm payrolls rose by 142,000 in September, well below the consensus forecast of 201,000. July and August payrolls were revised down by a total of 59,000. The unemployment rate was unchanged at 5.1% in September. Meanwhile, the participation rate declined to 62.4% from 62.6%, to its lowest level since 1977. A broader measure of unemployment called the U-6, which includes those whom are marginally attached to the labor force and employed part time for economic reasons, declined to 10.0% from 10.3%. Wages were flat on a month-over-month basis in September, and were up 2.2% on a year-over-year basis. Over the past three months payrolls have increased by an average of 167,000 per month, compared to the trailing six-month average of 199,000.

### Housing Starts

Total housing starts fell 3.0% in August, below expectations. Both single-family housing starts and multi-family starts fell 3.0%. However, total housing starts are up 16.6% year-over-year, with single-family starts up 14.9% and multi-family starts up 19.8% on that basis. Housing data tend to be volatile on a month-to-month basis, but the underlying trends suggest the housing sector is a growing source of strength for the U.S. economy.

## Credit Spreads Widened in September

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change (%)
3-month top-rated commercial paper	0.25	0.22	0.03
2-year A corporate note	0.67	0.67	0.00
5-year A corporate note	1.04	0.99	0.05
5-year Agency note	0.24	0.25	(0.01)

Source: Bloomberg

Data as of 9/30/2015

## Economic Data Has Been Mixed

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(48.3) \$Bln AUG 15	(41.8) \$Bln JUL 15	(41.3) \$Bln AUG 14
GDP	3.9% JUN 15	0.6% MAR 15	4.6% JUN 14
Unemployment Rate	5.1% SEP 15	5.1% AUG 15	5.9% SEP 14
Prime Rate	3.25% SEP 15	3.25% AUG 15	3.25% SEP 14
CRB Index	193.76 SEP 15	202.09 AUG 15	278.55 SEP 14
Oil (West Texas Int.)	\$45.09 SEP 15	\$49.20 AUG 15	\$91.16 SEP 14
Consumer Price Index (y/o/y)	0.2% AUG 15	0.2% JUL 15	1.7% AUG 14
Producer Price Index (y/o/y)	(2.9%) AUG 15	(2.6%) JUL 15	2.3% AUG 14
Dollar/EURO	1.12 SEP 15	1.12 AUG 15	1.26 SEP 14

Source: Bloomberg

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PLEASE SEE THE REVERSE SIDE FOR IMPORTANT  
DISCLOSURES AND ADDITIONAL INFORMATION



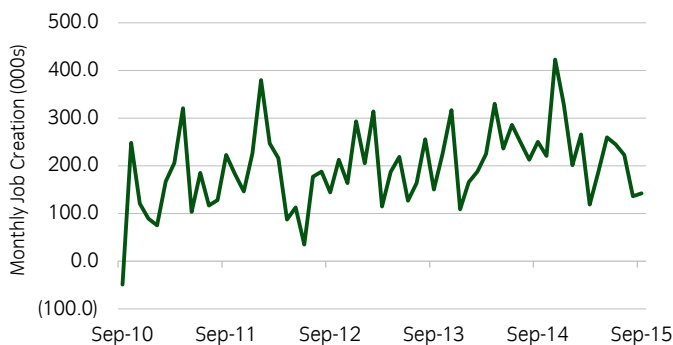
# WEEKLY ECONOMIC UPDATE

## Oct 2, 2015

### NEW JOB CREATION DECREASES, UNEMPLOYMENT RATE REMAINS CONSTANT AS PARTICIPATION RATE DROPS

Non-farm payrolls increased by 142,000 in September, marking the lowest initial reading for domestic job creation since March. Analyst estimates ranged from 149,000 to 256,000 for September job growth. The August report was also revised downward to 136,000 new jobs from the original report of 173,000. The unemployment rate remained at 5.1 percent in September, despite the weaker than expected job growth. Impacting the constant unemployment rate was the labor force participation rate, which fell to a 37 year low of 62.4 percent, while the underemployment rate dropped to 10.0 percent from 10.3 percent. Wage growth in September remained constant as average hourly earnings increased 2.2 percent, in line with the August report.

Change in Non-Farm Payrolls  
9/2010 – 9/2015



Source: Bureau of Labor Statistics

#### Selected current economic data

Data	Period	(%)
GDP QoQ	Q2 15	3.9%
GDP YoY	Q2 15	2.7%
PPI YoY	Aug-15	-0.8%
CPI YoY	Aug-15	0.2%
Jobless Rate	Sep-15	5.1%
Fed Funds Target	Oct-15	0 - 0.25%

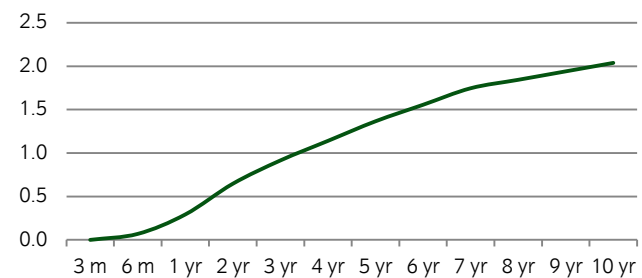
Source: Bloomberg Finance LP.

#### Agency Yields

Term	10/1/15	9/24/15	Change
3 month	0.12%	0.14%	-0.02%
6 month	0.24%	0.24%	0.00%
2 year	0.83%	0.75%	0.08%
5 year	1.33%	1.58%	-0.25%
10 Year	2.20%	2.43%	-0.23%

Source: Bloomberg Finance LP.

Treasury yield curve  
10/1/2015



Source: Bloomberg Finance LP.

#### Treasury yields

Term	10/1/15	9/24/15	Change
3 month	0.00%	0.00%	0.00%
6 month	0.07%	0.08%	-0.01%
1 year	0.29%	0.32%	-0.03%
2 year	0.65%	0.68%	-0.03%
5 year	0.92%	1.45%	-0.54%
10 year	2.04%	2.13%	-0.09%
30 year	2.85%	2.92%	-0.07%

Source: Bloomberg Finance LP.

#### Commercial Paper Yields (A-1/P-1 dealers)

Term	10/1/15	9/24/15	Change
1 month	0.16%	0.21%	-0.05%
3 month	0.27%	0.32%	-0.05%
6 month	0.49%	0.49%	0.00%
9 month	0.63%	0.66%	-0.03%

Source: Bloomberg Finance LP.

#### UPCOMING KEY ECONOMIC DATA

October 5: ISM Non-manufacturing Index  
October 8: Initial Jobless Claims

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Richard Teichert, Chief Financial Officer

**AGENDA DATE:** November 10, 2015

**TITLE:** APPROVAL OF OPERATING AND CAPITAL CARRYOVERS FROM FISCAL YEAR 2014/15

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Adopt Resolution No. 2015-74. A Resolution of the City Council of the City of Moreno Valley, California, adopting the revised operating and capital budgets for fiscal year 2015/16.

### **SUMMARY**

This report requests approval of the carryover of certain FY 2014/15 revenue and expenditure appropriations as previously approved by the City Council. At the end of FY 2014/15, all unexpended appropriations lapse and revert to fund balance. Once the fiscal year-end closing process has identified the items that are encumbered by purchase order, contract, or other commitment at June 30<sup>th</sup>, these items may be presented to the City Council for approval as continuing appropriations in the new fiscal year (FY 2015/16). Approval of continuing appropriations is a long-standing and annual recurring budgetary procedure of the City.

The carryover of revenue and expenditure appropriations were reviewed by the Finance Sub-Committee on November 2, 2015 and recommended for City Council approval.

### **DISCUSSION**

On June 23, 2015, the City Council adopted the Two-Year Operating Budget for Fiscal Years 2015/16 – 2016/17. The budget included all component units of the City, including the General Fund, Community Services District and Successor Agency. During the two-year budget period, the City Council will be kept apprised of the City's

financial condition through the process of First Quarter and Mid-Year Budget Reviews. These reports are typically provided to the City Council in December and March, respectively. This ongoing process ensures a forum to review expenditure and revenue deviations from the estimates made in the budget document. Additionally, any significant variances in projected revenue or unanticipated expenditures will be shared with the City Council should they occur.

As the prior fiscal year closes, certain budget activities and projects remain in process and have not yet been completed. Staff routinely reviews these items during the annual process to close the books and returns to the City Council with a request to approve the carryover of budgets for projects still in process as a continuing appropriation. Encumbrances, which are commitments related to contracts for goods and services that are in process and not yet completed, are included in the continuing appropriations request.

	<b>FY 2015/16 Carryover Adjustment</b>
<hr/>	
General Fund	
Revenues	\$1,120,805
Expenditures (1)	\$1,510,539
 Non-General Funds	
Revenues (2)	\$18,264,082
Expenditures	\$5,049,703
Capital Project Expenditures	\$7,469,326

- (1) Expenditures approved in FY 2014/15 by Council but not spent will revert back to fund balance at year end. The carryover of these expenditures will utilize these fund balances.
- (2) As part of the prior CIP adoption process some carryovers were previously approved. The revenues for these projects will be recognized through the current proposed carryovers.

Exhibits A and B to the Resolution provides the details of staff's request for continuing appropriations for the FY 2015/16 Budget for operating and capital expenses.

### **ALTERNATIVES**

1. Approve the proposed Resolution to adopt the carryover appropriations to the FY 2015/16 operating and capital budgets, as presented in Exhibits A and B to the Resolution. Approving the operating and capital carryover appropriations to FY 2015/16 as presented allows for ongoing activities to be carried out in the current fiscal year as previously approved in FY 2014/15.
2. Provide staff with further direction.

Staff recommends Alternative 1.



**FISCAL IMPACT**

The FY 2015/16 Operating and Capital Budgets provide the funding and expenditure plan for all funds. As such, they serve as the City’s financial plan for the fiscal year. The fiscal impacts for the proposed budget amendments and carryovers are identified in Exhibits A (Operating Budget) and B (Capital Improvement Plan) to the Resolution.

**NOTIFICATION**

Publication of the Agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Sandra Contreras  
Management Analyst

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

Concurred by:  
Marshall Eyerman  
Financial Resources Division Manager

**CITY COUNCIL GOALS**

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

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

**ATTACHMENTS**

- 1. Resolution 2015-74
- 2. Exhibit A
- 3. Exhibit B - CIP

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/02/15 1:54 PM
City Manager Approval	<u>✓ Approved</u>	11/04/15 11:07 AM

## RESOLUTION NO. 2015-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2015/16

WHEREAS, the City Council approved the Operating and Capital Budgets for the City for Fiscal Year 2015/16, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the City Council proposed amendments to the Operating and Capital Budgets for the City for Fiscal Year 2015/16, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain the estimates of uses of fund balance as required to stabilize the delivery of City services during periods of operational deficits; and

WHEREAS, the City Council has made such revisions to the proposed amended Operating and Capital Budgets as so desired; and

WHEREAS, the amended Operating and Capital Budgets, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

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

1. The proposed amendments to the Operating and Capital Budgets, as Exhibits A and B to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council, are hereby approved and adopted as the annual Operating and Capital Budgets of the City of Moreno Valley for the Fiscal Year 2015/16.
2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
3. Within fifteen (15) days after the adoption of this Resolution, the City Clerk

1

Resolution No. 2015-74  
Date Adopted: November 10, 2015

Attachment: Resolution 2015-74 [Revision 4] (1722 : APPROVAL OF OPERATING AND CAPITAL CARRYOVERS FROM FISCAL YEAR 2014/15)

shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 10th day of November, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

2  
Resolution No. 2015-74  
Date Adopted: November 10, 2015

Attachment: Resolution 2015-74 [Revision 4] (1722 : APPROVAL OF OPERATING AND CAPITAL CARRYOVERS FROM FISCAL YEAR 2014/15)

**RESOLUTION JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2015-74 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10th day of November, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

3  
Resolution No. 2015-74  
Date Adopted: November 10, 2015

Attachment: Resolution 2015-74 [Revision 4] (1722 : APPROVAL OF OPERATING AND CAPITAL CARRYOVERS FROM FISCAL YEAR 2014/15)

**CITY OF MORENO VALLEY  
GENERAL FUND  
FY 2015/16 Proposed Carryovers**

EXHIBIT A

Department	Fund	Account Description	GL Account	FY 2015/16 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
City Attorney	1010	Professional Svcs - Legal Svcs	1010-14-10-14010-620230	\$ 250,000	\$ 10,045	\$ 260,045	This will complete the remaining contract with Jenkins & Hogin, LLP
Financial & Management Svcs	1010	Professional Svcs - Audit Svcs	1010-30-36-25110-620220	61,500	27,000	88,500	Interim audit work typically occurs in April/May of each year, however due to changing auditing firms this work (cost) was not incurred in FY 14/15 and will be incurred in early FY 15/16.
Financial & Management Svcs	1010	Professional Svcs - Other	1010-30-36-25110-620299	-	3,000	3,000	OPEB actuarial work began in March/April 2015 and due to scheduling conflicts the preliminary results were presneted to city staff on 7/2/15 (receipt of goods). Bartel and Associates finalized the report in July 2015 (FY15/16).
Fire	1010	Mach-Equip, New - Vehicles	1010-40-45-30110-660312	-	160,050	160,050	The purchase of the Urban Search & Rescue vehicle (USAR). The purchase was approved in FY 14/15 by Council at the 5/26/15 meeting as a 'piggy-back' on Riverside County's competetive bid. The vehicle will replace a current USAR vehicle which has weight limitations and cannot respond with lights and sirens which allows for a delayed response to emergencies. With the City's location along fault zones, its population density, mix of residential and commercial developments, major transportation corridors, and historical emergency incident responses, there is great potential for significant injuries and loss of life in a major disaster. The vehicle is currently being built and has an expected delivery in November 2015.
Fire	1010	Mach-Equip, Repl - Other	1010-40-45-30110-660399	-	77,417	77,417	The purchase of required advanced life support (ALS) and other rescue-related equipment for both squads.
Police	1010	Software Maint/Support/License	1010-60-65-40010-625010	50,300	60,300	110,600	The following funds were a carryover for Pantascene Citywide Cameras PO#2015-1359.
Police	1010	Contractual Svcs - Other	1010-60-65-40010-625099	889,900	16,100	906,000	For pending invoice from RCRMC for sexual assault exams for FY14/15 PO#2015-1508
Police	1010	Oper Mtrls - Furn & Equip	1010-60-65-40010-630330	12,500	207,355	219,855	Hitachi Camera Project (4 Parks) PO#2015-1588 to complete outstanding work for those Parks Projects. Hitachi Camera Project (2 Parks) PO#2016-439 to complete outstanding work for those Parks Projects. To cover the balance of the Pantascene Citywide Camera Project
Police	1010	Mach-Equip, Repl - Furn & Equip	1010-60-65-40010-660320	-	187,830	187,830	The Police Department is working to obtain fair bid process for the purchase of ALPRs.
Public Works	1010	Professional Svcs - Other	1010-70-29-20410-620299	196,300	96,833	293,133	Requested amount represents PO rollovers for FY15/16 expenditure obligations to plan check consultants. Plan check revenues were already received in FY14/15 for services related to development.
Public Works	1010	Mach-Equip, Repl - Vehicles	1010-70-78-45370-660322	-	114,800	114,800	City-wide vehicle replacement program
Public Works	1010	Mach-Equip, Repl - Vehicles	1010-70-78-45370-660322	-	68,600	68,600	City-wide vehicle replacement program
Fire	1010	Mach-Equip, Repl - Vehicles	1010-40-45-30110-660322	-	290,000	290,000	For the purchase of two (2) replacement paramedic squad vehicles. The purchase was approved in FY 14/15 by Council at the 8/26/14 meeting as a 'piggy-back' on Riverside County's competetive bid. The squads will replace two aging vehicles, one 22 years old, and one 24 years old; useful, frontline emergency life of a squad is considered to be 10 years with and additional 5-10 years as a reserve vehicle. These vehicles are used daily for response, special event staffing, training, and serving as additional resources during emergency events. Further, the Department's Strategic Plan 2012-2022 calls for supplemental fire response units to meet increased service demands. One of the vehicles has been completed with an anticipated delivery in September 2015. The second vehicle is currently being built and has an expected delivery in October 2015. The squads will be added in lieu of adding a fire engine to one of the City's busier stations.
Fire	1010	Mach-Equip, Repl - Vehicles	1010-40-45-30110-660322	-	42,009	42,009	For the replacement of a truck or van for the Police Department fleet.
Public Works	1010	Mach-Equip, Repl - Vehicles	1010-70-78-45370-660322	-	101,770	101,770	City-wide vehicle replacement program
Public Works	1010	Mach-Equip, Repl - Vehicles	1010-70-78-45370-660322	-	47,430	47,430	City-wide vehicle replacement program
Non-Department	1010	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	1010-99-99-91010-807510	9,933	1,120,805	1,130,738	Transfer In from equipment replacement fund to fund carryover equipment purchases.
<b>TOTAL</b>				<b>\$ 1,470,433</b>	<b>\$ 2,631,344</b>	<b>\$ 4,101,777</b>	

**CITY OF MORENO VALLEY  
NON-GENERAL FUND  
FY 2015/16 Proposed Carryovers**

Department/Fund	Fund	Account Description	GL Account	FY 2015/16 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
Public Works	2001	Professional Svcs - Other	2001-70-77-45230-620299	\$ 92,500	\$ 2,082	\$ 94,582	Rollover purchase order amount for contracted Disadvantaged Business Enterprises Svcs.
Non-Department	2001	Fed Reimb-Capital	2001-99-99-92001-482020	-	5,301,899	5,301,899	CIP - Estimated remaining federal grant revenue
Financial & Management Svcs	2011	Contractual Svcs - Other	2011-30-39-16150-625099	15,000	13,500	28,500	Public Engagement Platform/Website; PO 2015-1298 Project not yet complete, 3 yr. contract in place, 1 yr paid

Attachment: Exhibit A [Revision 1] (1722 : APPROVAL OF OPERATING AND CAPITAL CARRYOVERS

**CITY OF MORENO VALLEY  
GENERAL FUND  
FY 2015/16 Proposed Carryovers**

EXHIBIT A

Department	Fund	Account Description	GL Account	FY 2015/16 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
Administrative Services	2300	State Grant-Operating Revenue	2300-18-38-73312-486000	-	4,942	4,942	Spay-Neuter expenditure balance that we need to carryover this year as the funding can only be used for community pets. This expenditure (veterinary services) was covered by the state grant funding we received from CDFA.
Administrative Services	2300	Professional Svcs - Veterinary Svcs	2300-18-38-73312-620250	-	4,942	4,942	Spay-Neuter expenditure balance that we need to carryover this year as the funding can only be used for community pets. This expenditure (veterinary services) was covered by the state grant funding we received from CDFA.
Financial & Management Svcs	2300	Fed Grant-Operating Revenue	2300-30-33-72751-485000	175,624	291,170	466,794	ESG Grant
Financial & Management Svcs	2300	Salaries, Regular	2300-30-33-72751-611110	-	21,837	21,837	ESG Grant
Financial & Management Svcs	2300	HMIS Program	2300-30-33-72751-733209	-	5,000	5,000	ESG Grant
Financial & Management Svcs	2300	ESG Programs	2300-30-33-72751-733210	162,452	264,333	426,785	ESG Grant
Parks & Community Svcs	2300	State Grant-Capital Revenue	2300-50-57-35214-486010	-	463,100	463,100	Rollover of unspent/uneared grant funds
Parks & Community Svcs	2300	Maint & Repair - Improvements	2300-50-57-35214-620920	-	463,100	463,100	Rollover of unspent/uneared grant funds
Parks & Community Svcs	2300	State Grant-Capital Revenue	2300-50-58-35310-486010	-	100,000	100,000	Rollover of unspent/uneared grant funds
Parks & Community Svcs	2300	Maint & Repair - Improvements	2300-50-58-35310-620920	-	100,000	100,000	Rollover of unspent/uneared grant funds
Parks & Community Svcs	2300	State Grant-Capital Revenue	2300-50-58-35313-486010	-	80,675	80,675	Rollover of unspent/uneared grant funds
Parks & Community Svcs	2300	Maint & Repair - Improvements	2300-50-58-35313-620920	-	80,675	80,675	Rollover of unspent/uneared grant funds
Non-Department	2301	Fed Reimb-Capital	2301-99-99-92301-482020	4,230,340	5,762,515	9,992,855	CIP - Estimated remaining federal grant revenue
Non-Department	2301	County Grant-Capital Revenue	2301-99-99-92301-487010	1,517,500	1,215,953	2,733,453	CIP - Estimated remaining federal grant revenue
Fire	2503	Fed Grant-Operating Revenue	2503-40-47-74106-485000	-	31,688	31,688	HS GP Grant unexpended rev/exp.
Fire	2503	Salaries, Regular	2503-40-47-74106-611110	-	19,421	19,421	HS GP Grant unexpended rev/exp.
Fire	2503	Benefits - Bank	2503-40-47-74106-612120	-	12,267	12,267	HS GP Grant unexpended rev/exp.
Financial & Management Svcs	2512	Edgemont Project	2512-30-33-72611-740102	-	71,430	71,430	Edgemont Water Sys Repl.; Rollover PO#2015-1454 with Carryover Vendor#102310
Non-Department	2512	Fed Grant-Operating Revenue	2512-99-99-92512-485000	2,280,484	1,278,135	3,558,619	CDBG Grant unexpended rev/exp.
Community Development	2715	Fed Grant-Operating Revenue	2715-20-26-72114-485000	-	58,600	58,600	2014 JAG Grant allocation.
Community Development	2715	Salaries, Temporary	2715-20-26-72114-611310	-	50,968	50,968	2014 JAG Grant allocation.
Community Development	2715	Benefits - PERS & ERPD Def Comp	2715-20-26-72114-612110	-	5,289	5,289	2014 JAG Grant allocation.
Community Development	2715	Benefits - Medicare	2715-20-26-72114-612130	-	998	998	2014 JAG Grant allocation.
Community Development	2715	Communications	2715-20-26-72114-620410	-	415	415	2014 JAG Grant allocation.
Community Development	2715	Maint & Repair - Machine Equip	2715-20-26-72114-620930	-	150	150	2014 JAG Grant allocation.
Community Development	2715	Oper Suppl - Office	2715-20-26-72114-630210	-	120	120	2014 JAG Grant allocation.
Community Development	2715	Oper Mtrls - Fuel: Gasoline	2715-20-26-72114-630355	-	660	660	2014 JAG Grant allocation.
Non-Department	3002	Reimbursement Agreement	3002-99-99-93002-500600	2,453,420	2,536,420	4,989,840	CIP - Estimated remaining revenue from co-op agreements
Non-Department	3008	Fed Reimb-Capital	3008-99-99-93008-482020	-	393,130	393,130	CIP - Estimated remaining federal grant revenue
Public Works	5014	Professional Svcs - Other	5014-70-79-25721-620299	30,146	8,183	38,329	Necessary for consultant services (revised Engineer's Report and PR firm) for ballot to increase parcel assessment for Zone 04. ER is required and outreach will assist in raising awareness. Passage of an increase is critical to any continued level of maintenance of the landscape district.
Financial & Management Svcs	6010	Energy Efficiency	6010-30-80-45511-710144	284,000	97,695	381,695	CRC lighting project carry over
Financial & Management Svcs	7220	Salaries, Temporary	7220-30-39-25455-611310	-	400,816	400,816	Technology Services project budgets
Financial & Management Svcs	7220	Professional Svcs - Other	7220-30-39-25455-620299	-	20,660	20,660	Technology Services project budgets
Financial & Management Svcs	7220	Professional Svcs - Other	7220-30-39-25455-620299	-	47,212	47,212	Technology Services project budgets
Financial & Management Svcs	7220	Software Maint/Support/License	7220-30-39-25455-625010	-	299,184	299,184	Technology Services project budgets
Financial & Management Svcs	7220	General Contingency Rsrv.	7220-30-39-25455-700236	-	200,000	200,000	Technology Services project budgets
Administrative Services	7310	Professional Svcs - Other	7310-18-40-18411-620299	20,300	23,048	43,348	Complete City Hall 1st floor reconfiguration
Public Works	7410	Mach-Equip, New - Other	7410-70-78-45360-660398	-	142,756	142,756	Purchase of GPS Implementation Program for the installation of GPS units on City vehicles & purchase of Fleet Management software related to Vehicle/Equipment Replacement Program and needed for improved vehicle repair/cost history tracking.
Non-Department	7510	Transfers to GENERAL FUND	7510-99-97-88190-901010	9,933	623,742	633,675	Transfer out from equipment replacement fund to fund carryover equipment purchases.
Non-Department	7510	Transfers to GENERAL FUND	7510-99-97-88110-901010	-	497,063	497,063	Transfer out from equipment replacement fund to fund carryover equipment purchases.
Public Works	2001	Mach-Equip, Repl - Vehicles	2001-70-78-45311-660322	-	86,414	86,414	Sweeper budgeted in 14/15, purchased in 15/16 under new Fleet prog
Non-Department	2001	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	2001-99-99-92001-807510	-	86,414	86,414	Transfer In to fund vehicle purchase

Attachment: Exhibit A [Revision 1] (1722 : APPROVAL OF OPERATING AND CAPITAL CARRYOVERS

**CITY OF MORENO VALLEY  
GENERAL FUND  
FY 2015/16 Proposed Carryovers**

EXHIBIT A

Department	Fund	Account Description	GL Account	FY 2015/16 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
Non-Department	7510	Transfers to MEASURE "A" FUND	7510-99-97-88190-902001	-	86,414	86,414	Transfer from Equipment Replacement to fund vehicle purchase
Parks & Community Svcs	5211	Mach-Equip, Repl - Vehicles	5211-50-55-35010-660322	-	215,626	215,626	City-wide vehicle replacement program
Parks & Community Svcs	5211	Mach-Equip, Repl - Vehicles	5211-50-57-35210-660322	-	130,000	130,000	City-wide vehicle replacement program
Non-Department	5211	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	5211-99-99-95211-807510	-	332,262	332,262	Transfer In to fund vehicle purchase
Non-Department	7510	Transfers to ZONE A PARKS RESTRICTED ASSETS	7510-99-97-88110-905211	-	332,262	332,262	Transfer from Equipment Replacement to fund vehicle purchase
Financial & Management Svcs	7220	Mach-Equip, Repl - Vehicles	7220-30-39-25410-660322	-	14,841	14,841	City-wide vehicle replacement program
Non-Department	7220	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7220-99-99-97220-807510	-	14,841	14,841	Transfer In to fund vehicle purchase
Non-Department	7510	Transfer to TECHNOLOGY SERVICES ASSET FUND	7510-99-97-88110-907220	-	14,841	14,841	Transfer from Equipment Replacement to fund vehicle purchase
Administrative Services	7310	Mach-Equip, Repl - Vehicles	7310-18-40-18410-660322	-	24,701	24,701	City-wide vehicle replacement program
Non-Department	7310	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7310-99-99-97310-807510	-	24,701	24,701	Transfer In to fund vehicle purchase
Non-Department	7510	Transfers to FACILITIES FUND (ADMIN/OPER)	7510-99-97-88110-907310	-	24,701	24,701	Transfer from Equipment Replacement to fund vehicle purchase
Public Works	7410	Mach-Equip, Repl - Vehicles	7410-70-78-45360-660322	-	354,720	354,720	City-wide vehicle replacement program
Non-Department	7410	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7410-99-99-97410-807510	-	287,637	287,637	Transfer In to fund vehicle purchase
Non-Department	7510	Transfers to EQUIPMENT MAINTENANCE FUND	7510-99-97-88110-907410	-	287,637	287,637	Transfer from Equipment Replacement to fund vehicle purchase
<b>TOTAL</b>				<b>\$ 11,271,699</b>	<b>\$ 23,313,785</b>	<b>\$ 34,585,484</b>	

\*\* Vehicle replacement purchases will occur in fund 1010 under Fleet Program  
On July 1, 2015 certain replacement funds previously held in Fund 7510 were transferred to Fund 7430. As such, certain carryovers from Fund 7510 may occur from Fund 7430.

**CITY OF MORENO VALLEY  
GENERAL FUND  
FY 2015/16 Proposed CIP Carryovers**

EXHIBIT B

Fund	Fund	Account Description	GL Account	FY 2015/16 Amended Budget	Proposed Carryover	Revised Budget	Project
Public Works	2001	CIP Other	2001-70-76-80001-720199	\$ 108,569	\$ (461)	\$ 125,475	Residential Traffic Management Program (Speed Humps) 801 0015 70 76-2001
Public Works	2001	CIP Other	2001-70-76-80001-720199		17,367		Bike Lane Improvements 801 0049 70 76-2001
Public Works	2001	CIP Other	2001-70-76-80008-720199	345,249	23,204	386,133	Traffic Signal Equipment / Upgrades 808 0013 70 76-2001
Public Works	2001	CIP Other	2001-70-76-80008-720199		17,680		Dynamic Traveler Alert Message Boards 808 0016-2001
Public Works	2001	CIP Other	2001-70-77-80001-720199	6,780,712	139,951	7,171,650	Citywide Annual Pavement Resurfacing 801 0003 70 77-2001
Public Works	2001	CIP Other	2001-70-77-80001-720199		100,000		Citywide Annual Pavement Resurfacing (STP) 801 0003 70 77-2001A
Public Works	2001	CIP Other	2001-70-77-80001-720199		5,768		Annual ADA Compliant Curb Ramp Upgrades 801 0008 70 77-2001
Public Works	2001	CIP Other	2001-70-77-80001-720199		(1,635)		Street Improvement Program (SIP) 801 0011 70 77-2001
Public Works	2001	CIP Other	2001-70-77-80001-720199		8,945		Street Improvement Program (HMPG) 801 0011 70 77-2001A
Public Works	2001	CIP Other	2001-70-77-80001-720199		24,365		SR-60/Nason Street Interchange 801 0012 70 77-2001
Public Works	2001	CIP Other	2001-70-77-80001-720199		112,998		Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue 801 0024 70 77-2001A
Public Works	2001	CIP Other	2001-70-77-80001-720199		49,687		Heacock Street / San Michelle Road to PVSD Lateral "A" 801 0027 70 77-2001
Public Works	2001	CIP Other	2001-70-77-80001-720199		9,231		Sunnymead Boulevard / SR-60 EB Onramp Intersection Improvements 801 0046 70 77-2001
Public Works	2001	CIP Other	2001-70-77-80001-720199		58,562		Alessandro Boulevard / Elsworth Street Intersection Improvements 801 0047 70 77-2001
Public Works	2001	CIP Other	2001-70-77-80001-720199		(174,668)		SR-60 / Theodore Street Interchange 801 0052 70 77-2001
Public Works	2001	CIP Other	2001-70-77-80001-720199		57,734		Cycle 1 ATP Citywide SRTS Pedestrian Facility Improvements 801 0063-2001
Public Works	2001	CIP Other	2001-70-77-80002-720199	10,186	(7,186)	3,000	Bridge Repair Maintenance Program 802 0002 70 77-2001
Public Works	2001	CIP Other	2001-70-77-80004-720199	1,292,106	59,108	1,351,214	San Timoteo Foothill Storm Drain K-1 and K-4 (HMGP) 804 0007 70 77-2001
Public Works	2005	CIP Other	2005-70-76-80008-720199	49,846	34,646	94,069	Traffic Signal Coordination Program 808 0004 70 76-2005
Public Works	2005	CIP Other	2005-70-76-80008-720199		9,577		Transportation Management Center 808 0005 70 76-2005
Public Works	2301	CIP Other	2301-70-77-80001-720199	4,309,323	119,529	4,772,830	Cactus Avenue EB 3rd Lane Improvements / Veterans Way to Heacock Street 801 0031 70 77-2301
Public Works	2301	CIP Other	2301-70-77-80001-720199		220,125		SR-60 / Theodore Street Interchange 801 0052 70 77-2301
Public Works	2301	CIP Other	2301-70-77-80001-720199		55,546		Aqueduct Trail 801 0055-2301
Public Works	2301	CIP Other	2301-70-77-80001-720199		68,307		Alessandro Boulevard at Chagall Court and at Graham Street 801 0057-2301
Parks & Community Svcs	2512	CIP Other	2512-50-57-80007-720199	164,034	(14,034)	150,000	Annual ADA Park Improvements 807 0005 50 57-2512
Public Works	2512	CIP Other	2512-70-77-80001-720199	710,476	(476)	712,009	Alessandro Boulevard Median / Indian Street to Perris Boulevard 801 0039 70 77-2512
Public Works	2512	CIP Other	2512-70-77-80001-720199		2,009		Elsworth Street and Sherman Avenue Sidewalk Improvements 801 0059-2512
Public Works	2512	CIP Other	2512-70-77-80004-720199	929,824	67,082	1,186,715	East Sunnymead Boulevard Storm Drain / Indian Street to SR-60 / Perris Off-Ramp 804 0006 70 77-2512
Public Works	2512	CIP Other	2512-70-77-80004-720199		189,809		Sunnymead Master Drainage Plan Storm Drain Lines F and F7 804 0008-2512
Public Works	3000	CIP Other	3000-70-77-80003-720199	2,600,000	(124,912)	2,475,088	Corporate Yard Facility 803 0002 70 77-3000
Public Works	3000	CIP Other	3000-70-77-80004-720199	-	741,989	741,989	Heacock Street Channel / Cactus Avenue to 3,500 Ft S of Cactus Avenue 804 0001 70 77-3000
Public Works	3002	CIP Other	3002-70-77-80001-720199	1,523,381	(1,028)	1,536,061	Street Improvement Program (RCFC) 801 0011 70 77-3002
Public Works	3002	CIP Other	3002-70-77-80001-720199		12,100		Cactus Avenue EB 3rd Ln / Veterans Way to Heacock (Warner Ranch Alley) 801 0031 70 77-3002A
Public Works	3002	CIP Other	3002-70-77-80001-720199		1,608		Cactus Avenue EB 3rd Lane Improvements / Veterans Way to Heacock Street (EMWD) 801 0031 70 77-3002B
Public Works	3002	CIP Other	3002-70-77-80004-720199	1,035,054	36,967	1,070,588	Moreno Master Drainage Plan Line "F" 804 0005 70 77-3002
Public Works	3002	CIP Other	3002-70-77-80004-720199		(1,433)		San Timoteo Foothill Storm Drain K-1 and K-4 (ADP) 804 0007 70 77-3002
Public Works	3003	CIP Other	3003-70-77-80001-720199	1,191,642	107,506	1,678,667	Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue 801 0024 70 77-3003
Public Works	3003	CIP Other	3003-70-77-80001-720199		379,519		Heacock Street / San Michelle Road to PVSD Lateral "A" 801 0027 70 77-3003
Public Works	3005	CIP Other	3005-70-77-80003-720199	5,000	40,642	45,642	Remodel Fire Station #48 - Sunnymead Ranch 803 0022 70 77-3005
Parks & Community Svcs	3006	CIP Other	3006-50-57-80007-720199	2,161,969	1,102	2,112,031	Replacement Playground Equipment 807 0004 50 57-3006Q
Parks & Community Svcs	3006	CIP Other	3006-50-57-80007-720199		(39,838)		Annual ADA Park Improvements 807 0005 50 57-3006Q
Parks & Community Svcs	3006	CIP Other	3006-50-57-80007-720199		1,046		Park Monument Signs 807 0010 50 57-3006Q
Parks & Community Svcs	3006	CIP Other	3006-50-57-80007-720199		(514)		Security Camera at Lasselle Sports Park and at Celebration Park 807 0028 50 57-3006P
Parks & Community Svcs	3006	CIP Other	3006-50-57-80007-720199		3,971		Rancho Verde Park 807 0031 50 57-3006P
Parks & Community Svcs	3006	CIP Other	3006-50-57-80007-720199		(15,705)		Hidden Springs Park II 807 0039-3006P
Public Works	3008	CIP Other	3008-70-76-80001-720199	25,000	21,118	46,118	Bike Lane Improvements 801 0049 70 76-3008
Public Works	3008	CIP Other	3008-70-77-80001-720199	850,000	427,364	1,706,622	Citywide Annual Pavement Resurfacing 801 0003 70 77-3008
Public Works	3008	CIP Other	3008-70-77-80001-720199		79,258		Reche Vista Dr. Realignment / Perris Boulevard / Heacock Street to NCL 801 0009 70 77-3008
Public Works	3008	CIP Other	3008-70-77-80001-720199		350,000		SR-60 / Moreno Beach Dr. South Side of Interchange (Phase 1) 801 0038 70 77-3008
Public Works	3008	CIP Other	3008-70-77-80002-720199	700,000	50,000	750,000	SR-60 / Nason Street Overcrossing Bridge 802 0003 70 77-3008

Attachment: Exhibit B - CIP [Revision 2] (1722 : APPROVAL OF OPERATING AND CAPITAL



**CITY OF MORENO VALLEY  
GENERAL FUND  
FY 2015/16 Proposed CIP Carryovers**

EXHIBIT B

Fund	Fund	Account Description	GL Account	FY 2015/16 Amended Budget	Proposed Carryover	Revised Budget	Project
Public Works	3302	CIP Other	3302-70-76-80008-720199	693,121	60,988	899,349	Transportation Management Center 808 0005 70 76-3302
Public Works	3302	CIP Other	3302-70-76-80008-720199		18,930		ITS Deployment Phase IA 808 0006 70 76-3302
Public Works	3302	CIP Other	3302-70-76-80008-720199		136,049		Nason Street / Riverside County Regional Medical Center TS 808 0008 70 76-3302
Public Works	3302	CIP Other	3302-70-76-80008-720199		9,956		Citywide Pedestrian Countdown Signal Head Improvements 808 0014 70 76-3302
Public Works	3302	CIP Other	3302-70-76-80008-720199		(19,695)		ITS Deployment Phase IB 808 0015-3302
Public Works	3302	CIP Other	3302-70-77-80008-720199	220,000	31,672	357,888	Sunnymead Boulevard / SR-60 EB On-Ramp Intersection Improvements 808 0009 70 77-3302
Public Works	3302	CIP Other	3302-70-77-80008-720199		106,216		Perris Boulevard / Ironwood Avenue to Manzanita Avenue Traffic Signal 808 0024 70 77-3302
Public Works	3311	CIP Other	3311-70-77-80001-720199	226,305	(1,305)	234,185	SR-60 / Theodore Street Interchange 801 0052 70 77-3311
Public Works	3311	CIP Other	3311-70-77-80001-720199		9,185		Redlands Boulevard / SR-60 Interchange 801 0064-3311
Public Works	3411	CIP Other	3411-70-77-80001-720199	3,553,733	3,612,187	7,183,614	Nason Street / Cactus Avenue to Fir Avenue 801 0001 70 77-3411
Public Works	3411	CIP Other	3411-70-77-80001-720199		56,557		Reche Vista Dr. Realignment / Perris Boulevard / Heacock Street to NCL 801 0009 70 77-3411
Public Works	3411	CIP Other	3411-70-77-80001-720199		(38,863)		Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue 801 0024 70 77-3411
Financial & Management Svcs	7220	CIP Other	7220-30-39-25453-720199	20,000	7,105	27,105	ERP System (NWS-FM module implementations) PO 2015-734 Project not yet complete
Financial & Management Svcs	7220	CIP Other	7220-30-39-80003-720199	469,285	7,235	596,099	Box Springs Communications Site 803 0011 30 39-7220
Financial & Management Svcs	7220	CIP Other	7220-30-39-80003-720199		119,579		800 MHz Radio Repeater System Centralization 803 0012 30 39-7220
Financial & Management Svcs	7220	CIP Other	7220-30-39-80009-720199	84,940	30,000	114,940	Citywide Fiber Optic Communications Expansion 809 0001 30 39-7220
<b>TOTAL</b>				<b>\$ 30,059,755</b>	<b>\$ 7,469,326</b>	<b>\$ 37,529,081</b>	

Attachment: Exhibit B - CIP [Revision 2] (1722 : APPROVAL OF OPERATING AND CAPITAL



## Report to City Council

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**TO:**

**FROM:** Thomas M. DeSantis, Assistant City Manager

**AGENDA DATE:** November 10, 2015

**TITLE:** LEGISLATIVE ADVOCACY PLATFORM

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### **RECOMMENDED ACTION**

**Recommendation:**

1. Approve the proposed City Legislative Platform for 2016.

### **SUMMARY**

This report recommends City Council approval of the amended 2016 Legislative Platform. The Legislative Platform outlines the City's position on priority issues and provides a comprehensive approach to allow staff to take immediate action on pressing legislation under City Council direction.

### **DISCUSSION**

The City Council amends the Legislative Platform for each legislative session. The Platform establishes legislative priorities and serves as a vehicle for the City to pursue regional, state, and federal legislative objectives in the most efficient and effective manner. The Platform provides City officials and staff with direction to engage in advocacy efforts on bills that are of critical importance to the City, precluding the need to agenda every bill that is presented. The legislative priorities are identified by category to encompass the objectives of the City Council and the interests of the City of Moreno Valley. The categories include:

1. Community and Economic Development – To support activities that promote job creation and economic growth.
2. Environment and Public Health – To safeguard the environment and promote public health to create a more sustainable community.
3. Fiscal Responsibility – To maintain a balanced budget and ensure that assets

and resources are properly managed and deployed in a prudent, efficient manner.

4. Livability - To enhance quality of life by supporting effective education programs, strengthening the City's neighborhoods, enhancing community services and facilities, and promoting arts and culture.
5. Local Control – To preserve local governance and protect local government revenue.
6. Public Safety – To promote the general safety of all City residents.
7. Public Utilities – To preserve the local rate-making authority of municipally-owned utilities and promote voluntary compliance with California Energy Commission reporting.
8. Transportation Infrastructure and Mobility – To cultivate a city with safe, appealing, efficient, motor and non-motor transportation infrastructure to attract and retain small and large businesses, new entertainment and recreation, and residents, and to support growth in the goods movement industry.

## **ALTERNATIVES**

1. Approve the proposed City Legislative Platform for 2016. *Staff recommends this alternative as it will allow staff to take immediate action on pressing legislation under City Council direction.*
2. Do not approve the proposed City Legislation Platform and provide further direction to staff.

## **FISCAL IMPACT**

No fiscal impact at this time.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Julie Reyes  
Sustainability & Intergovernmental Program Manager

Department Head Approval:  
Thomas M. DeSantis  
Assistant City Manager

## **CITY COUNCIL GOALS**

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

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

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

**ATTACHMENTS**

- 1. Legislative Platform 2016 Final Draft

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/04/15 11:36 AM
City Manager Approval	<u>✓ Approved</u>	11/04/15 2:15 PM

# CITY OF MORENO VALLEY LEGISLATIVE ADVOCACY PLATFORM



## 2016 Legislative Session



Attachment: Legislative Platform 2016 Final Draft (1712 : LEGISLATIVE ADVOCACY PLATFORM)

**CITY OF MORENO VALLEY  
LEGISLATIVE ADVOCACY PLATFORM  
2016**

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## **PURPOSE**

The Legislative Platform outlines the City's position on priority issues and provides a comprehensive approach to allow staff to take immediate action on pressing legislation under City Council direction. The Platform establishes legislative priorities and serves as a vehicle for the City to pursue regional, state, and federal legislative objectives in the most efficient and effective manner.

## **LEGISLATIVE PLATFORM**

The City Council amends the Legislative Platform for each legislative session. The Platform provides City officials and staff with direction to engage in advocacy efforts on bills that are of critical importance to the City, precluding the need to agendaize every bill that is presented. If the proposed legislation falls within the guidelines of the Legislative Platform, City staff prepares a letter for the Mayor's signature to either support or oppose the bill. Requests that are not addressed in the City's Platform may be placed on an agenda for consideration by the City Council. Staff will review current bills with the City Council appointed member for the California League of Cities prior to taking action on any legislation outlined on the platform.

The statements expressed herein are statements of existing City Council policy. This platform supplements existing City Council established goals and policies in various documents, including the City's General Plan. The legislative priorities are identified by category to encompass the objectives of the City Council and the interests of the City of Moreno Valley. City officials, staff, and legislative advocates will support or oppose the adopted policies when acting on behalf of the City. If individual positions are expressed by City Council members, any contrary positions are deemed individual opinions, and do not reflect or alter the policy of the City Council.

- A. Community and Economic Development:** To support activities that promote job creation and economic growth.
1. Support legislation and funding to strengthen the capability of local agencies to prepare, adopt and implement plans for responsible growth, development, zoning, and annexations.
  2. Support measures that clarify and streamline the California Environmental Quality Act (CEQA) to reduce the time and cost of compliance while ensuring that the environment is adequately protected.
  3. Support CEQA reform that protects our natural environment while precluding frivolous lawsuits that result from inadequate safeguards

**CITY OF MORENO VALLEY  
LEGISLATIVE ADVOCACY PLATFORM  
2016**

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written into CEQA regulations.

4. Support legislation that reduces the time period in which lawsuits may be filed to challenge a certified Environmental Impact Report (EIR).
5. Support legislation that would require the party or parties that file a challenge to an EIR or NEPA certification to bear all costs associated with the lawsuit when such challenges do not prevail.
6. Support State legislation to establish a new, locally-controlled economic development funding program to fill the void created by the elimination of redevelopment agencies.
7. Support State legislation to establish a new, locally-controlled affordable housing funding program to fill the void created by the elimination of redevelopment housing set-asides.
8. Support legislation that facilitates the recoupment of City costs derived from State and Federal mandates.
9. Support federal legislation that would appropriate funding to expand both active and reserve operations and the addition of necessary flight crews for March Air Reserve Base (March ARB).
10. Support federal legislation that would increase the joint services use of March ARB and oppose legislation that would reduce the joint services use of March ARB or eliminate the base entirely.
11. Support reform of the Endangered Species Act (Act) to include the following elements:
  - a. Mandates should be fully funded by the legislative body that imposes them;
  - b. All economic impacts of the Act should be considered before revising and/or amending the Act;
  - c. Mitigation required by the Act should be incentive-based; and
  - d. Preservation of habitats should support multiple species, as opposed to creating single species habitats.
12. Support reform measures for housing law that:
  - a. Streamline state approval of housing elements;
  - b. Set reasonable minimum performance standards for all local governments.

CITY OF MORENO VALLEY  
LEGISLATIVE ADVOCACY PLATFORM  
2016

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- B. Environment and Public Health:** To improve the environment and promote public health to create a more sustainable community.
1. Support the change of grant eligibility requirements so that granting agencies may assist challenged water systems in disadvantaged communities before there is a violation of drinking water standards.
  2. Support legislation that provides resources and funding to local governments for the implementation SB 375 and SB 32.
  3. Support the Bay Delta Conservation Plan, its processes, and funding.
  4. Support legislation for funding storm water infrastructure improvements and compliance with storm water quality regulations.
  5. Support funding for programs that reduce waste sent to landfills.
  6. Oppose waste management requirements that would put local jurisdictions at risk of not meeting their AB 939 waste diversion requirements or that create additional unfunded mandates.
  7. Support legislation that funds the increase of the urban forest canopy.
  8. Support state and federal funding for residential, business, and municipal energy efficiency projects.
  9. Support state and federal implementation of climate change legislation that is practical, incentive-based and cost effective for businesses, residents, and local government.
  10. Oppose legislation that focuses on costly or impractical solutions and mandates.
  11. Support and influence state legislation and regulatory initiatives to strengthen local government's ability to set local policies relating to "sustainability," including, but not limited to, building standards and land use planning.
  12. Support legislation and funding to create a sustainable and stable water supply, encourage conservation of water resources and reduce urban runoff pollution.
- C. Fiscal Responsibility:** To maintain a balanced budget and ensure that assets and resources are properly safeguarded and deployed in a prudent, efficient



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manner.

1. Support legislative efforts to remove unjustified “cost recovery” charges by electric utilities that disproportionately amortize street light poles and related facilities.
2. Oppose efforts to exempt Internet telephonic services from local taxes and fees applicable to other telephonic services.
3. Support legislation that preserves local authority to regulate Voice over Internet Protocol (VoIP) services and collect any applicable revenues.
4. Support workers compensation reform to reduce the exposure of employers to frivolous claims.
5. Support legislation to retain local sales tax revenues in their communities of origin.
6. Oppose legislation that will further erode local governments’ ability to collect sales tax revenues.
7. Support efforts to simplify the collection of sales taxes nationwide and provide an equitable method for collecting sales taxes for Internet and catalog sales.
8. Support legislation that will provide the City with equitable compensation for revenues lost due to any miscalculation of property taxes by the County Auditor-Controller.
9. Support legislation that will restore City revenues lost through state actions.
10. Support statewide reorganization of municipal financing to achieve equity among cities and provide a broad tax base for cities.
11. Support legislation that will clarify the implementation of Proposition 218 and protect existing City revenues.
12. Oppose any actions by the State to further reduce City revenues unless fully offset by either equal relief of mandates or equalized supplementation with other stable revenues.
13. Oppose local government financing reform that will result in an overall reduction of tax revenues to the City.
14. Support concept of "block grant" vs. categorical grants in order to reduce administrative costs.

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15. Support regulatory reform that simplifies grant accounting standards to minimize administrative costs.
16. Oppose mandates for cities to pay fees for county services beyond what is paid by county residents for such services (e.g., booking fees, property tax administrative fees).
17. Oppose legislation that would establish a standard utility user's tax for all jurisdictions, which would be lower than the tax rate approved by Moreno Valley voters.
18. Support continuation of Gas Tax funding for local transportation projects.
19. Support permanent removal of "maintenance of effort" requirements when grant or program funding is reduced in any way.
20. Oppose legislation that would limit the City's ability to hold contractors accountable for their work product, such as retention of progress payments.
21. Support legislation that would make the debarment process more reasonable and protect cities from non-performing and unethical contractors.
22. Support legislation that allows cities to select other than the low bidder for public works projects.
23. Oppose the imposition of new fees upon municipal utilities.
24. Oppose Federal or State legislation that would have a negative impact on local government's ability to issue tax exempt financing.

**D. Livability:** To enhance quality of life by supporting effective education programs, strengthening the City's neighborhoods, safeguarding community services and facilities, and promoting arts and culture.

1. Oppose state budget reductions that will reduce Community Services District revenues.
2. Support funding for childcare, including after-school programs.
3. Support legislation that would provide funding for recreation and youth programs.
4. Support legislation and funding for the construction, rehabilitation and maintenance of public facilities, parks and open space.

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5. Support legislation and funding for policies and programs that promote the overall health and wellness of families, veterans, seniors and youth in the City.
  6. Support legislation that provides additional funding to train and re-train individuals to enhance the local workforce by matching jobseeker skills with job opportunities.
- E. Local Control:** To preserve local governance and protect government revenue.
1. Support legislation that strengthens Home Rule and oppose legislation that preempts local authority.
  2. Support application of the Brown Act to the state legislature to the same extent that it applies to local government.
  3. Oppose state legislation mandating binding arbitration.
  4. Oppose any legislation that would grant, to the State, any zoning or other land use controls in municipalities.
  5. Support efforts to establish local control over placement of group homes within the City and require the state to disclose to cities the categories of placements that include sex offenders who would be placed in the homes.
- F. Public Safety:** To promote the general safety of all City residents.
1. Support legislation that increases the minimum distance from schools that registered sex offenders must reside.
  2. Support legislation that prohibits any sex offender from residing with a child who was a victim of a sex offender.
  3. Oppose any legislation imposing fines and penalties versus corrective action notices for safety violations.
  4. Support legislation that increases penalties for traffic violations in school zones.
  5. Support measures that would establish tougher penalties for graffiti vandals and strengthen cities' ability to be compensated for damages.
  6. Support legislation that increases public safety through educational initiatives.
  7. Support legislation that increases public safety through state and federal block grants.

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8. Support legislation to prohibit the manufacture, import, sale and use of dangerous synthetic substances, including those that mimic marijuana, methamphetamine and heroin.
9. Oppose legislation to expand “early release” for low-risk serious and violent offenders without an increase in sustained funding to ensure responsible supervision by parole agents and for local agencies that provide post-release supervision.
10. Support legislation and funding to assist local law enforcement to reduce crimes related to illicit drugs, burglary, and assault, including domestic violence, and sobriety and driver’s license checkpoints.
11. Support legislation to grant more local control for cities to regulate zoning for massage therapy businesses.

**G. Public Utilities:** To preserve the local rate-making authority of municipally-owned utilities and promote voluntary compliance with CEC reporting.

1. Support legislation that establishes and preserves the role of cities in energy decisions for municipal utilities, including activities relating to electricity generation, supply, demand and conservation.
2. Oppose legislation that preempts the authority and self-regulatory principles of municipal utilities.

**H. Transportation Infrastructure and Mobility:** To cultivate a city with safe, appealing, efficient, motor and non-motor transportation infrastructure to attract and retain small and large businesses, new entertainment and recreation, and residents, and to support growth in the goods movement industry.

1. Support efforts to improve the roadway and aesthetics along State Route 60 between Interstate 215 and Interstate 10.
2. Support State Route 60 Improvements east of Interstate 215. The increase of commerce and economic growth requires improved highways in and around Moreno Valley and through the “Badlands.”
3. Support legislation to increase funding for jurisdictions to repair, maintain, and replace state and local transportation infrastructure.
4. Support legislation that increases the safety of the transportation system for motorized and non-motorized users.
5. Support privatization of Caltrans projects to allow rapid construction of priority projects.

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6. Oppose legislation that would eliminate or restrict the use of Riverside County State Improvement Transportation Funds, federal transportation funding, Measure A, or Gas Tax funding for local transportation projects.
7. Support efforts to establish a high speed rail route along the Interstate 215 corridor in concert with the cities of San Bernardino, Riverside, and other nearby cities.
8. Support funding for the mitigation and construction of the Heacock Channel Improvement Project.
9. Support funding for the mitigation and construction of the Cactus Drainage Channel.

DRAFT

Attachment: Legislative Platform 2016 Final Draft (1712 : LEGISLATIVE ADVOCACY PLATFORM)



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Richard Teichert, Chief Financial Officer

**AGENDA DATE:** November 10, 2015

**TITLE:** APPROVE INTEGRATED RESOURCE PLAN UPDATE FOR MORENO VALLEY UTILITY (MVU) FOR FISCAL YEAR 2015/2016

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Approve the Fiscal Year 2015/2016 update to Moreno Valley Utility's Integrated Resource Plan.

### **SUMMARY**

Staff recommends approval of the Integrated Resource Plan (The Plan) that is updated to reflect a revised load forecast. The Plan is reviewed and adjusted annually.

An electric utility Integrated Resource Plan considers future demand for electricity and provides guidance on the optimal mix of energy resources to purchase that will ensure the demand is met at a reasonable cost. The recommended mix of resources is a combination of energy efficiency efforts, demand response programs, renewable energy sources, and conventional energy sources. Prudent utility planning calls for the development of Integrated Resource Plans that will ensure the energy needs of a community will be met reliably and affordably.

The updated Integrated Resource Plan was presented to and approved by the Utilities Commission on April 17, 2015, and approved by the Finance Subcommittee on October 15, 2015.

### **DISCUSSION**

Moreno Valley Utility's Ten-Year Resource Plan was approved by the City Council on June 11, 2013. The Resource Plan covered a ten-year period from 2013 – 2022 and

quantified the electric needs over the planning period, prioritized resource preferences, established other relevant energy procurement policies, and provided guidance on the power purchase process.

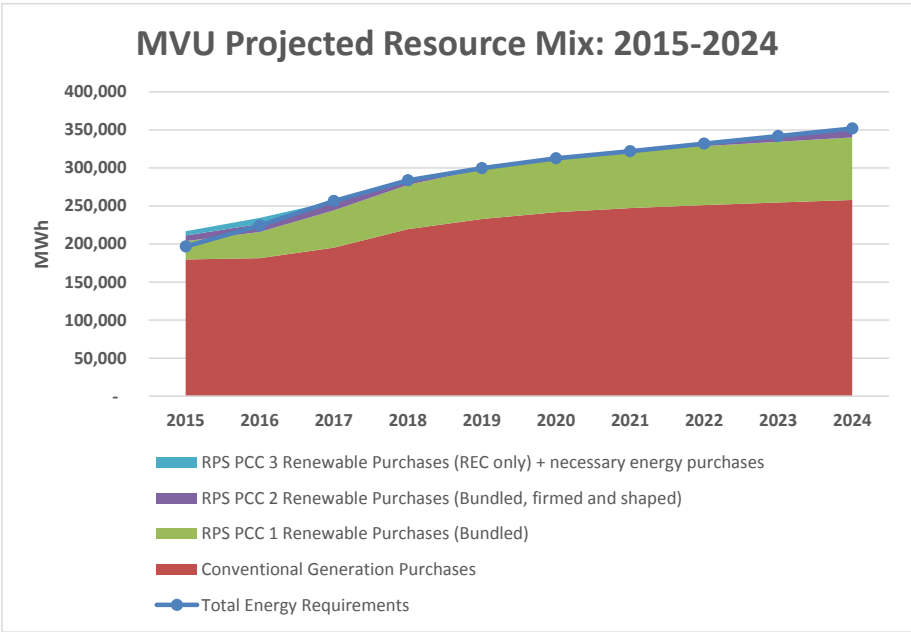
The updates in the Integrated Resource Plan reflect revised load forecasts and the subsequent projected energy needs over the planning period of 2015 – 2024, as shown in the table below.

Retail Energy Requirements (MWh)

2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
196,845	224,342	256,455	283,863	299,842	312,786	322,170	331,835	341,790	352,044

To meet these energy needs, Moreno Valley Utility (MVU) will use a portfolio risk management approach in its power purchasing program, seeking low cost supply as well as diversity among technologies, production profiles, generation project sizes, project locations, counterparty, length of contract, and timing of market purchases. Any existing resources are considered in the determination of additional purchases of energy. The design of the resource portfolio will also consider the financial requirements of the utility and honor existing policies to maintain rate competitiveness with Southern California Edison and promote economic development in the City.

MVU will manage its energy requirements and supply commitments with the objective of balancing cost stability and cost minimization, while leaving some flexibility to take advantage of market opportunities or technological improvements that may arise. MVU has identified its open position separately for renewable resources, conventional resources, capacity resources, and on a total portfolio basis. MVU endeavors to maintain portfolio coverage targets of up to 100% in the near-term (0 to 5 years) and leaves a greater portion open in the mid to long term, consistent with generally accepted industry practice. The resulting projected resource mix is shown in the following chart.



**ALTERNATIVES**

- 1. Approve the updated Integrated Resource Plan for Fiscal Year 2015/2016. *The updated Integrated Resource Plan provides guidelines for the City’s utility regarding the purchase of energy and capacity to meet customers’ needs.* Staff recommends this alternative.
- 2. Do not approve the updated Integrated Resource Plan for Fiscal Year 2015/2016. *This would restrict the utility’s ability to purchase power in a cost-competitive and fiscally responsible manner.* Staff does not recommend this alternative.

**FISCAL IMPACT**

There is no cost associated with the approval of the updated Integrated Resource Plan.

**NOTIFICATION**

Publication of the Agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Jeannette Olko  
Electric Utility Division Manager

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

**CITY COUNCIL GOALS**

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

**ATTACHMENTS**

- 1. Integrated Resource Plan FY 2015-16

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/03/15 10:33 AM
City Manager Approval	<u>✓ Approved</u>	11/04/15 1:58 PM





# Moreno Valley Electric Utility

Integrated Resource Plan –Update Fiscal Year  
2015-2016

March 2015

Attachment: Integrated Resource Plan FY 2015-16 [Revision 1] (1604 : APPROVE INTEGRATED RESOURCE PLAN UPDATE FOR MORENO

# Moreno Valley Electric Utility Integrated Resource Plan: Update Fiscal Year 2015/2016

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## EXECUTIVE SUMMARY

The Moreno Valley Electric Utility (“MVU” or “Utility”) is a California municipal utility that provides retail electric services to nearly 6,000 customers within its service area. Over the 10-year planning horizon addressed by this document, the Utility anticipates continued customer and electric load growth resulting from planned development activities within the City, particularly the addition of energy-intensive commercial accounts focused in the logistics, e-commerce and fulfillment industries – MVU’s growth within the commercial sector is an ongoing trend resulting from advantageous economic development rates as well as the City’s favorable location for large-scale logistics and distribution centers. This updated Integrated Resource Plan (the “Plan” or “Resource Plan”) describes MVU’s procurement policies related to electric supply, which will promote the delivery of reliable, cost-competitive electric service to Utility customers, as well as key ancillary benefits, during the 10-year planning period, which includes calendar years 2015 through 2024.

As discussed in this Plan, there are several noteworthy considerations that will need to be addressed during the 10-year planning period:

- Administration of the Utility’s Renewable Energy Resources Procurement Plan (“RE Procurement Plan”) will require the evaluation and procurement, subject to applicable cost containment provisions, of renewable energy volumes and products specified therein. Effective administration of the RE Procurement Plan will promote MVU’s compliance with California’s Renewables Portfolio Standard (“RPS”) legislation. During the planning period, the RPS program will undergo inevitable changes following the 2020 calendar year (the year in which the current RPS program concludes), which may require MVU to adapt its RE Procurement Plan in consideration of new procurement targets, product requirements and program rules. In accordance with the RE Procurement Plan, this document recently underwent its annual review (focused on calendar year 2015) and the specified cost containment target reflected therein was determined to be appropriate. A copy of the currently applicable RE Procurement Plan, which reflects certain updates to ensure consistency with this Resource Plan, is attached hereto as Appendix B.
- Administration of the Utility’s Resource Adequacy (“RA”) Program, which specifies the Utility’s RA procurement targets for the 2015 calendar year and beyond, will require the evaluation and procurement of necessary capacity reserves. As planned, MVU’s RA requirements will be evaluated and procured each Fall in advance of applicable regulatory reporting timelines associated with California’s RA program. This annual RA procurement process will necessitate the successful administration of a related solicitation by MVU staff to secure specified reserve capacity from qualified suppliers. A copy of documentation describing the RA Program is attached hereto as Appendix C.
- Expired supply agreement: MVU’s primary supply agreement with Shell Energy North America (“SENA”) expired on June 30, 2014, but was successfully replaced by two, five year power purchase agreements with Exelon Generation Company, LLC (“ExGen”), which will provide fixed priced energy quantities through the 2019 calendar year – the respective expiration dates of each contract have been staggered to minimize MVU’s market risk

during future procurement efforts. Based on anticipated electric load growth within MVU’s service territory during the planning period, it is likely that additional procurement efforts will be required to fulfill increasing customer energy requirements. Looking ahead throughout the 10-year planning period, MVU will continue to assemble and manage a supply portfolio of various contracts and/or resources (with non-coincidental term expirations/lengths) that will be structured in a manner to avoid the planning and market risks associated with resource “cliffs”.

- Development, administration and refinement of complimentary energy programs, including energy efficiency, demand response, energy storage and distributed generation. In particular, MVU is currently evaluating its Solar Incentive Rebate Program for the 2015/2016 fiscal year in an effort to better align anticipated customer incentives with California’s quickly evolving solar industry – solar installation costs have fallen dramatically in recent years and customer incentives should be adapted in consideration of these changes. MVU is also evaluating its Net Energy Metering program to ensure that billing practices, including the defined Net Surplus Compensation Rate, are set in consideration of the value of such energy surplus. While details related to certain programs have yet to be developed, it is MVU’s intent to advance these programs as key components of the Utility’s overall resource planning responsibility.
- Integration of local renewable energy projects. During the past 12-24 months, MVU has received considerable interest from commercial accounts with regard to photovoltaic solar (“PV”) installation designed to reduce on-site energy consumption and related costs as well as create certain environmental benefits (which can be used to improve the marketability of goods and services offered by the account holder). When accommodating such interconnections, MVU will endeavor to balance the costs and benefits associated with each project, including customer incentives, ownership of environmental benefits, planning considerations, and revenue reductions associated with reduced energy sales to such accounts. As solar installation costs continue to decline, MVU expects increased interest in on-site renewable generation within its service territory.

Based on existing supply agreements, MVU projects to serve the following accounts and customer energy requirements during the planning period.

**FIGURE ES 1: MORENO VALLEY ELECTRIC UTILITY CUSTOMER ACCOUNTS AND RETAIL ELECTRICITY SALES, 2015-2024**

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>Total Projected MVU Customer Accounts</b>	6,321	6,829	7,785	8,645	9,164	9,439	9,722	10,013	10,314	10,623
<b>Total Projected MVU Retail Electricity Sales (MWh)</b>	186,038	212,025	242,375	268,278	283,380	295,613	304,482	313,616	323,025	332,716
<b>Percentage of Accounts w/in Residential Class</b>	88%	88%	88%	88%	88%	88%	88%	88%	88%	88%
<b>Percentage of Retail Sales w/in Residential Class</b>	21%	20%	19%	19%	20%	20%	20%	20%	20%	20%

It is noteworthy that the significant growth reflected in these projections is substantially dependent upon planned development activities within the City. Over the 10-year planning horizon, anticipated development is expected to promote a near doubling of both accounts served by MVU and local electricity sales. These expectations are based on aggressive occupancy projections in planned commercial developments, which assume that tenant interest will keep pace with local build-out, leaving minimal vacancy rates within new developments. To the extent that planned

build-outs and/or commercial occupancy rates differ substantially from expectations, the Utility will need to revise its sales projections to avoid over-procurement. With this in mind, MVU plans to monitor the relationship between actual energy sales and related projections on a monthly basis throughout the planning period to ensure that corrective actions can be taken prior to the development of any significant deviations.

This Resource Plan also identifies differences between MVU’s existing electric supply agreements and anticipated customer energy use. To the extent that such differences represent supply shortfalls, this Plan describes the Utility’s procurement policies for addressing these circumstances over the near-, medium- and long-term planning horizons. The following table identifies MVU’s projected energy requirements, which have yet to be addressed through purchase agreements – this energy requirement is also referred to as MVU’s “open position”.

**FIGURE ES 2: MORENO VALLEY ELECTRIC UTILITY OPEN POSITIONS BY RESOURCE TYPE, 2015-2024**

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>Total Energy Requirements (MWh)</b>	196,845	224,342	256,455	283,863	299,842	312,786	322,170	331,835	341,790	352,044
<b>Total Renewable Energy Target (MWh)</b>	23,614	41,248	61,248	64,319	66,933	70,945	74,900	80,671	87,163	94,078
<b>Total Open Position (MWh)</b>	2,224	5,955	40,033	74,146	108,144	282,164	291,613	301,317	311,311	321,579
<b>Percentage Open Position, All Energy</b>	99%	97%	84%	74%	64%	10%	9%	9%	9%	9%

Through the practices and policies discussed in this Plan, MVU will be well positioned to address the ongoing energy requirements of its customers in a deliberate and responsible manner, avoiding the need to engage in disproportionately large procurement transactions at any single point in time. This Plan will also promote MVU’s compliance with internal procurement policies, such as those specifically focused on resource adequacy and renewable energy, as well as legislative mandates and regulatory requirements imposed on the Utility. Going forward, MVU will perform annual reviews of the customer and electric load projections included in this Plan to ensure that such projections accurately build upon observed historical trends and incorporate any changes to planned development activities that may impact future projections.

## INTRODUCTION

MVU is a California municipal utility that provides retail electric services to customers within its service area, which generally includes the southern and eastern portions of the City of Moreno Valley located in northwestern Riverside County. MVU began serving its first customers in February 2004 and has experienced considerable growth since that time. At present, MVU serves nearly 6,000 customers in both the residential and commercial/industrial sectors. MVU is focused on delivering several key benefits to its customers, including rate competitiveness, economic development incentives to attract and retain local businesses, direct control over utility decision making, delivery of special services to customers (such as low income rate assistance and energy efficiency programs) and service reliability. With these benefits in mind, MVU plans for its electric distribution system and secures electric supply commitments from qualified electric service providers to reliably meet its customers' current and anticipated electric energy needs. This updated Integrated Resource Plan describes MVU's procurement policies related to electric supply, resource requirements and preferences, customer programs and other considerations that will apply during the 10-year planning period, which includes calendar years 2015 through 2024. Any future updates to the Plan will be discussed and adopted by the City Council at duly noticed public meetings. Planning for MVU's distribution system is addressed in a separate report prepared by MVU's distribution system operations and maintenance contractor.

## PURPOSE OF THE RESOURCE PLAN

The Resource Plan has three primary purposes: (1) quantify resource needs over the 10-year planning period; (2) set forth relevant energy procurement policies and programs as well as prioritize resource preferences; and (3) provide guidance to the electric procurement process undertaken by Utility management. In practical terms, the Plan documents the energy procurement policy guidelines established by the City of Moreno Valley's governing Council to which MVU management adheres in its day-to-day execution of activities involving electric supply. Going forward, MVU's Resource Plan will be reviewed, updated, as necessary, and approved by the City Council in advance of the City's two-year budget cycle. Coordinating Resource Plan updates in advance of budget approval will allow MVU to incorporate anticipated changes in procurement costs when establishing new budgets.

Highlights of the resource plan include the following:

- MVU's energy requirements are substantially addressed through December 2019, subject to assumed growth projections:
  - MVU entered into two, five-year, fixed-price, block supply agreements with ExGen that will remain in effect through the 2019 calendar year (the "ExGen Agreements"). The respective expiration dates associated with each agreement have been staggered to avoid planning "cliffs" that may occur with synchronized contract expirations – this practice serves to minimize MVU's exposure to market price risk at any single point in time.
  - Any short-term, residual energy requirements of the Utility that are not served through the ExGen Agreements (the "net short") will be provided under an

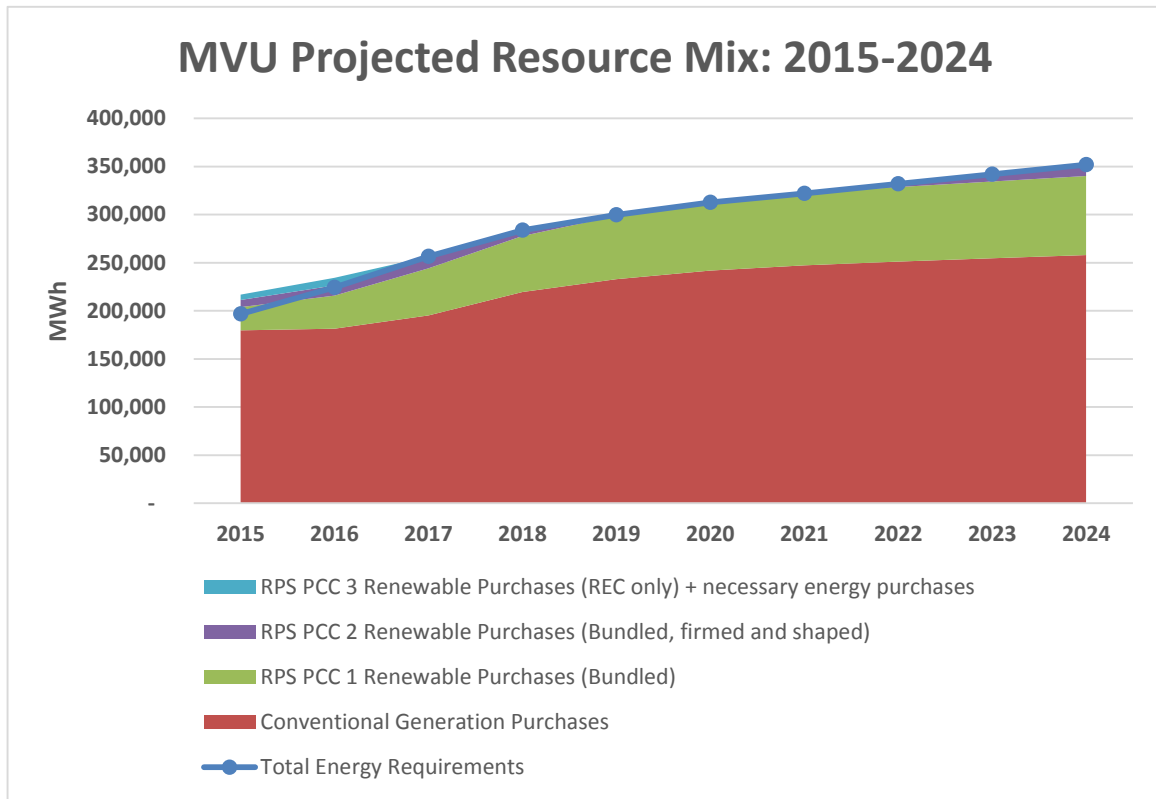
- agreement with Noble Americas Energy Solutions (“Noble”), which also serves as MVU’s scheduling coordinator.
- The ExGen Agreements address MVU’s projected customer load growth, but also leave a certain level of flexibility to allow the procurement of other energy sources from 2017 through 2019.
  - MVU’s 2015 resource adequacy (“RA”), or reserve capacity, requirements have been planned for and procured consistent with the Utility’s adopted RA Program (December 2012). Future RA requirements will be annually evaluated and procured each Fall consistent with guidelines articulated in the RA Program.
  - MVU’s renewable energy requirements will be planned for and procured consistent with the Utility’s RPS Procurement Plan. The RPS Procurement Plan reflects pertinent requirements imposed by Senate Bill 2 in the 2011-2012 First Extraordinary Session (“SB 2-1X”) and incorporates applicable RPS procurement percentages for the Utility, subject to a cost containment provision (which is intended to limit customer rate impacts and may limit renewable energy volumes and products procured by the Utility below targets specified in California’s RPS program).
  - In 2013, the City Council approved energy efficiency and demand response targets for MVU. According to this policy, annual energy efficiency and demand reduction savings will be targeted at 0.18% of retail electric sales through 2024.
  - MVU will procure its energy needs through various appropriate methods, including bilaterally negotiated agreements and formal solicitation processes, such as requests for proposals and/or requests for offers. MVU transacts with energy suppliers which have executed Master Agreements with the City and/or are members of the Western Systems Power Pool (“WSPP”). The MVU Risk Management Policy addresses the various criteria for counterparties with which MVU may transact, including key considerations such as the creditworthiness of energy product suppliers.
  - Specific authorities for entering into energy procurement contracts are allocated to the Electric Utility Manager, consistent with the adoption of the 2013 Resource Plan – the 2013 Plan established appropriate procurement authorities for MVU, which balanced a variety of important considerations, including the time-sensitive nature of market pricing, the anticipated term and financial commitment associated with specific energy transactions, administrative practicalities, and Council oversight of such transactions among other considerations.

Figure 1 illustrates the projected resource mix during the 10-year period covered by this Resource Plan. The projected mix is illustrative; actual resource utilization will depend upon market conditions and resource availability, as well as the application of MVU’s cost containment policy related to renewable energy, at the time MVU engages in additional energy procurement. For purposes of this figure, specific resources that may be used to satisfy the Utility’s RPS (renewable energy) procurement obligation have not been identified; instead, the figure identifies targeted volumes within each Portfolio Content Category (“PCC”; there are three PCCs defined in the RPS), a term defined in California’s RPS that requires/restricts the use of certain renewable energy products for use in demonstrating regulatory compliance, that have been identified for purchase within MVU’s RPS Procurement Plan. When procuring renewable energy products within each PCC,



the Utility will have considerable flexibility when selecting eligible fuel sources (e.g., solar, wind, biomass and geothermal), delivery profiles (e.g., on-peak, baseload and off-peak) and project locations among other project/product attributes. Following the completion of procurement activities, the Utility may choose to update its resource mix in consideration of the specific resources placed under contract.

FIGURE 1: MORENO VALLEY ELECTRIC UTILITY RESOURCE MIX, 2015-2024



### GENERAL RESOURCE PLANNING PRINCIPLES

MVU’s resource planning efforts take into consideration three distinct planning horizons: (1) the long-term planning horizon is intended to address the retail electric load – i.e., the electric energy requirements of MVU customers as well as other energy product requirements which are expected to exist during the next ten years or longer; (2) the medium term planning horizon is generally intended to address energy product requirements occurring during the next two to five years; and (3) the short term planning horizon is intended to address imminent energy product requirements which will occur during the next twelve months. In contrast, the operating horizon is intended to address the period of time extending from the next hour to approximately 90 days into the future – during this period all or virtually all resource commitments have been made and only relatively minor adjustments are necessary to address short term operating variability related to weather and other uncertainties. Under MVU’s agreement with Noble, necessary adjustments will be made without the need for action by MVU’s management or staff. While long term plans will have a combination of firm resource commitments and unfilled or “open” resource needs that have been

identified, resource commitments should increasingly become firm as the operating horizon approaches – during this time, contracted energy commitments should generally align with planned resource needs.

MVU policy, established by the City of Moreno Valley’s governing Council, guides the resource plan and the ensuing resource procurement activities that are conducted in accordance with the plan. The key policies are as follows.

MVU will:

- Maintain competitive electric rates and increase control over energy costs through management of a diversified resource mix.
- Promote local economic development through the availability of special incentives within MVU’s service territory, investment in local energy infrastructure and related programs.
- Help customers reduce energy consumption and electric bills through investment in and administration of locally-focused conservation and energy efficiency programs, cost effective distributed generation and other demand-side programs.
- Enhance system reliability through investment in local distribution infrastructure, use of qualified energy suppliers/contractors, implementation of demand-side resources and focused investment in locally situated generation resources.

This plan translates these broad policy objectives into more specific plans for the use of various types of electric resources, taking into consideration MVU’s projected customer needs and MVU’s existing resource commitments.

## ELECTRIC SALES FORECAST

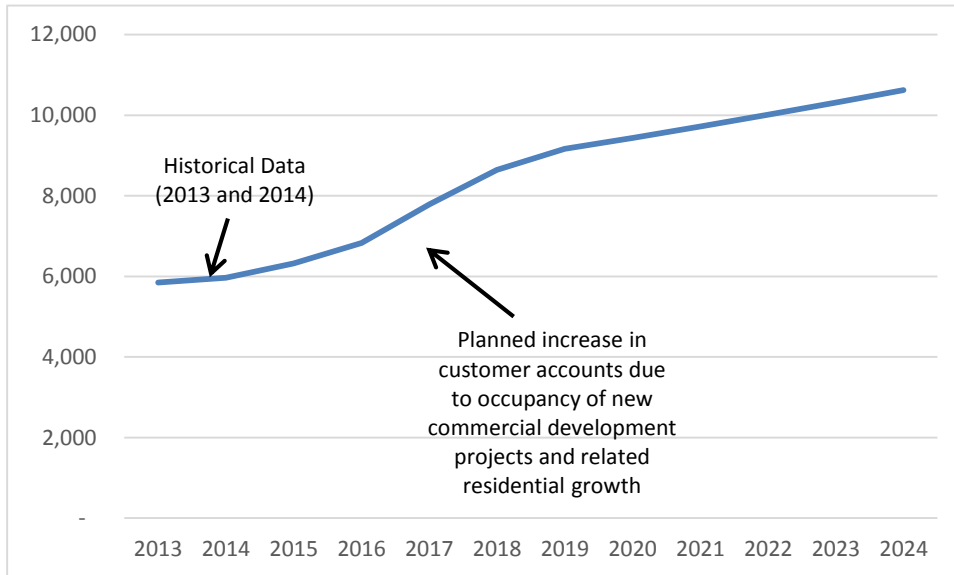
MVU’s long term sales forecast is primarily influenced by the number of customers receiving service from the Utility. The primary drivers of customer growth and energy sales include the potential for local development efforts/projects that directly increase electricity requirements and peak demand as well as indirect increases in electricity requirements that may result from new employment opportunities within the City (which could translate into increased energy requirements within Moreno Valley’s residential sector). The long-term load forecast incorporates customer growth projections as well as seasonal electricity consumption patterns of MVU’s customer base. Short term load impacts relating to weather and other changes in consumption patterns are considered in MVU’s short term operational load forecasts used for daily scheduling of load and resources (which are completed, per contract, by Noble).

### CUSTOMER COMPOSITION

MVU currently serves nearly 6,000 customer accounts. Of these accounts, just over 5,200 are served under residential rate schedules while the remaining almost 800 accounts are served under commercial or industrial schedules. Despite the disproportionate share of residential accounts (about 89% of total), approximately 80% of all electric use is associated with the commercial and industrial account designations. The effects of any additional development projects on resource procurement activities would be addressed during the time that such projects are being considered. Increased energy product requirements associated with recently completed and imminent development activities have been incorporated in this plan. For future development projects, any impacts to customer energy use, peak demand and/or renewable energy requirements would be reflected in a subsequent update to this Resource Plan.

Figure 2 shows the number of active customers within MVU’s service area for calendar years 2013 through 2024. The account totals for calendar years 2013 and 2014 reflect actual customer counts while calendar years 2015 through 2024 reflect projections that are substantially influenced by the planned occupancy of new commercial development projects and related increases in residential account growth. MVU will monitor projected and actual account totals to determine if certain adjustments may be necessary in future updates to this Plan.

FIGURE 2: MORENO VALLEY ELECTRIC UTILITY CUSTOMERS



### PLANNED GROWTH AND DEVELOPMENT

The City is anticipating significant future growth due to planned commercial and industrial development activities and related job creation. In particular, the City expects the World Logistics Center, a complex consisting of 41.6 million square feet of logistics warehouse facilities and associated infrastructure, to be completed in phases over a ten-year period that generally coincides with the planning horizon addressed in this Resource Plan. According to the project’s Environmental Impact Report, the World Logistics Center is expected to have a peak demand

(following full build-out) of 68 MW<sup>1</sup> with annual energy use approximating 376,400 MWh/year. At full occupancy, the projected level of energy consumption at the World Logistics Center could nearly triple MVU's current electric load (based on 2014 projections of approximately 140,000 MWh/year). A portion of the anticipated demand is incorporated in MVU's load forecast. However, to the extent that actual build-out and/or occupancy rates differ from expectations, the Utility's load forecast will need to be updated – MVU will monitor development progress at the World Logistics Center and other local projects to determine potential impacts to customer energy requirements.

As a result of this and other development activities within the City, average annual electric load growth is expected to exceed 9% during this ten-year period. As previously noted, any deviations from the expected development schedule and/or occupancy rates will directly impact MVU's load projections. In the event that such changes are observed, MVU will incorporate necessary forecast adjustments in subsequent updates to this Resource Plan.

### BASELINE CUSTOMER AND CONSUMPTION FORECAST

MVU's electricity forecast starts with a projection of customers by end-use classification (residential, commercial, etc.). Class-typical monthly energy consumption, derived based on historical data, is applied to yield a monthly energy forecast by customer class. Certain adjustments are then made to this base forecast to account for factors not reflected in the historical data. MVU makes explicit adjustments to this forecast to account for the load impacts of its energy efficiency, net energy metering and demand response programs. The following table identifies the Utility's projected retail energy requirements during the 10-year planning period.

**TABLE 1: MORENO VALLEY ELECTRIC UTILITY RETAIL ENERGY REQUIREMENTS, 2015-2024**

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>Energy Requirements (MWh)</b>										
Retail Load	186,038	212,025	242,375	268,278	283,380	295,613	304,482	313,616	323,025	332,716
Energy Efficiency and Distributed Generation	(335)	(382)	(436)	(483)	(510)	(532)	(548)	(565)	(581)	(599)
Retail Load (Net of EE/DG)	185,703	211,644	241,939	267,795	282,870	295,081	303,934	313,052	322,443	332,117
Distribution Line Losses and Unaccounted For Energy	11,142	12,699	14,516	16,068	16,972	17,705	18,236	18,783	19,347	19,927
Total Energy Requirements	196,845	224,342	256,455	283,863	299,842	312,786	322,170	331,835	341,790	352,044

<sup>1</sup> World Logistics Center Environmental Impact Report – Assumes a “worst case” electrical demand of 147 Megawatts which reflects a maximum of 10 percent cold storage within the logistics warehousing space. This peak demand estimate was revised (reduced to 68 MW) in a technical memorandum, prepared by Utility Specialists on October 24, 2013.

## PEAK DEMAND

The monthly peak demands of the MVU system determine the need for resource adequacy capacity that must be procured to meet the Utility’s resource adequacy procurement policy and applicable standards established by the California Independent System Operator (“CAISO”). Projected monthly (coincident) peak demands establish the basis for the overall resource adequacy requirements (system capacity), and peak demand during the month of August is used to derive the Local Resource Adequacy capacity requirements, which apply for all months during the year.

Monthly peak demand projections are based on the energy sales forecast and an analysis of hourly load profiles for the major customer classifications served by the Utility. Projected monthly peak demands are shown in Table 2.

**TABLE 2: MVU MONTHLY PEAK DEMAND, LOSS ADJUSTED FORECAST (MW)**

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	23	24	26	28	31	36	46	46	49	35	31	30
2016	30	31	32	32	35	41	51	51	53	38	34	33
2017	33	34	36	36	40	47	58	59	61	44	40	39
2018	38	40	41	40	45	53	64	64	66	47	42	41
2019	41	42	44	43	48	56	68	68	70	50	45	44
2020	42	43	45	44	49	57	70	70	72	51	46	45
2021	43	45	47	45	51	59	72	72	75	53	48	46
2022	44	46	48	47	52	61	75	74	77	55	49	48
2023	46	47	49	48	54	63	77	77	79	56	51	49
2024	47	49	51	50	55	65	79	79	81	58	52	51

## LOAD REDUCTION PROGRAMS

The baseline energy and peak demand forecasts are adjusted for the effects of certain load reduction programs operated by the Utility. Currently planned programs include MVU’s Energy Efficiency, Demand Response & Storage program and its Net Energy Metering program.

### ENERGY EFFICIENCY, DEMAND RESPONSE & STORAGE

California Assembly Bill 2021 (“AB 2021”) was signed into law in September 2006. AB 2021 requires that the California Energy Commission (“CEC”), in conjunction with the California Public Utility Commission (“CPUC”), and local Publicly-Owned Utilities (“POUs”), develop statewide estimates for energy efficiency targets in a public process. AB 2021 applies to all POUs in California, including MVU. Pursuant to the statute, POUs must: (1) Identify all potentially achievable, cost-effective energy efficiency savings; (2) Establish annual targets for energy efficiency savings and demand reduction over 10 years; and (3) Report targets, programs, expenditures, results and cost-effectiveness (including methodologies and independent evaluation) to governing members and to the CEC every three years. POUs are mandated to consider energy efficiency as a preferred resource, estimate energy efficiency potential, and establish targets for achieving that potential.

In response to AB 2021, a total of 35 POU's, including MVU, collaborated to develop/update individual energy efficiency and demand response targets. As part of this effort, an independent consultancy was selected to develop the 2013 updates. Based on these updates, the City Council adopted energy efficiency and demand response targets in February 2013 which indicated that a reasonable long-term (through 2023) goal for such programs is to reduce overall annual energy consumption by approximately 0.18%. One element of MVU's demand reduction program is the implementation of targeted thermal storage opportunities, which can be implemented to shift demand away from peak periods thereby reducing total service costs (by reducing peak energy purchases and total peak demand). As previously noted, the MVU electricity forecast has been adjusted in consideration of this savings target.

#### NET ENERGY METERING PROGRAM

Senate Bill 1 ("SB 1"; 2006, Murray) built upon the California Solar Initiative ("CSI") by targeting the installation of 3,000 megawatts of solar energy systems on new and existing residential and commercial sites. To achieve this target, SB 1 directed the expenditure of more than \$3.3 billion in solar incentives by 2017. The programs required to administer the distribution of these incentives are overseen by the CEC, CPUC and POU's, including MVU, which are required to establish eligibility criteria for incentive qualification consistent with the CEC's published Guidelines for California's Solar Electric Incentive Programs. The MVU Solar Program, which describes the eligibility criteria for solar incentives within the MVU service territory, has been developed in consideration of SB 1 and the CEC's Guidelines. Through the Solar Program, MVU's customers are eligible for certain rebates related to solar system performance or installed capacity and, following system installation, will participate in MVU's net energy metering ("NEM") program, which is referenced in MVU's Net Energy Metering Interconnection Agreement. Through MVU's NEM program, participating customers are billed for electricity in consideration of the metered difference between the amount of energy supplied to the customer and the amount of energy generated by the customer's solar system during discrete 12-month periods.

At present, MVU has approximately 212 NEM customers (both residential and commercial), which have installed local solar generating capacity totaling approximately 2,524 kilowatts (AC, alternating current). Over the 10-year planning horizon, MVU anticipates that NEM participation will increase to approximately 4,200 kilowatts.<sup>2</sup>

Regarding MVU's Solar Incentive Rebate Program, the program implemented for fiscal year 2014/2015 was fully subscribed, and a waiting list for the fiscal year 2015/2016 program will soon be established in May 2015. Prior to establishing this waiting list, MVU will review and update, if necessary, pertinent terms and conditions of the Solar Incentive Rebate Program as well as MVU's related NEM program to ensure that MVU-funded customer incentives are appropriately aligned with evolving industry trends and market considerations. On a going forward basis, MVU will periodically review these programs to ensure that utility costs, benefits and overarching policy objectives are appropriately reflected.

<sup>2</sup> Based on assumed installation of one 5 kilowatt solar project per month throughout the 10-year planning period as well as one total megawatt of commercial solar capacity (from various project installations).

## RESOURCES

This section discusses MVU's resource needs during the planning period taking account of the projected energy requirements of MVU's customers and the existing contractual resource commitments that MVU has secured to date. The MVU supply portfolio consists of two key agreements, which provide: (1) on-peak and off-peak block energy supply over a five-year term (ending in June 2019 and December 2019, respectively); and (2) any remaining energy needs (the net short) that are not fulfilled through the block purchase agreements. During the 10-year planning horizon, MVU will be required to seek new resource commitments in consideration of the aforementioned expiring block purchase arrangements. Such resource commitments may be addressed through one or more agreements of various term lengths with one or more qualified suppliers. As discussed below, any procurement decisions will need to meet projected customer energy requirements while remaining responsive to MVU's expressed planning policies and relevant regulatory requirements governing MVU's operations.

### EXISTING RESOURCE COMMITMENTS

MVU has entered into five separate purchase agreements for conventional energy, RPS qualifying renewable energy, and unbundled renewable energy certificates ("RECs"). The existing resource commitments are described below.

#### EXELON GENERATING COMPANY, LLC ("EXGEN"), BLOCK ENERGY – ON-PEAK/OFF-PEAK

The ExGen agreement and associated confirmations (two confirmations) provides for ExGen to supply fixed price, block energy deliveries to MVU: the term of confirmation 1 extends from July 1, 2014 through June 30, 2019; and the term of confirmation 2 extends from January 1, 2015 through December 31, 2019. The referenced confirmation agreements provide for fixed-quantity monthly volumes during on- and off-peak periods, respectively. In total, the ExGen agreement provides for 621,264 MWhs of on-peak energy and 369,770 MWhs of off-peak energy during the –respective five-year delivery periods. Based on specified contractual volumes and projected customer energy use, MVU has secured approximately 97% of its expected energy requirements during the 2015 calendar year, 90% during the 2016 calendar year, 80% during the 2017 calendar year, 70% during the 2018 calendar year, and 60% during the 2019 calendar year. This layered procurement strategy allows MVU to account for load growth as economic development materializes, to lock in favorable future power prices, and to enter into price attractive renewable power projects in order to meet future RPS requirements.

#### RECURRENT ASTORIA 2, LLC, RENEWABLE ENERGY AND CAPACITY

The Recurrent Astoria 2 power purchase agreement ("PPA") extends for a twenty year term from commercial operation of a new 2 MW photovoltaic ("PV") project located in Rosamond, California. MVU will schedule and take delivery of energy production from this facility and receive the associated renewable and capacity attributes. Energy deliveries are expected to average 6,225 MWh per year during the term. The expected online date is January 2017.

WHITNEY POINT SOLAR, LLC, RENEWABLE ENERGY

The Whitney Point Solar PPA extends for a twenty year term from commercial operation of a new 4.5 MW PV project located in Fresno County, California. In its entirety, Whitney Point Solar is a 20 MW project with three other public power off-takers. Due to the public nature of all four PPA off-takers, including MVU, the parties collectively were able to negotiate a competitive fixed contract price over the entire twenty year period. MVU will schedule and take delivery of energy production from this facility and will receive the associated renewable attributes. Energy deliveries are expected to average 13,200 MWh per year during the term. The expected online date is November 2016.

TGP ENERGY MANAGEMENT, LLC,

The TGP Energy Management wind energy PPA is a shorter-term renewable energy purchase agreement with a delivery term extending from January 1, 2014 through and including December 31, 2016. This particular agreement was intended to provide MVU with requisite near-term renewable energy supply – a total of 50,000 MWh (20,000 MWh in 2014; 20,000 MWh in 2015; 10,000 MWh in 2016) – through an “indexed” transaction structure. The indexed transaction structure references a variable, readily available energy price from a published market index – in this case, the price derived by the CAISO for project’s point of interconnection to California’s utility-scale electric infrastructure – and a “renewable adder” (e.g., a price premium to account for the value of each renewable energy certificate produced by the project, which may be used by MVU to demonstrate regulatory compliance with California’s RPS program) to derive the total product price. Because MVU’s interest in this project was limited to the renewable energy certificates produced by the project, the transaction document specifies that the index energy price will be offset by revenues received from the CAISO when project energy is delivered to California’s bulk electric system, leaving only the renewable adder to be paid by MVU. This is a highly efficient and increasingly popular transaction structure, which eliminates MVU’s exposure to energy production volatility typically associated with intermittent renewable generating resources while simultaneously allowing MVU to minimize resource planning burdens and advance renewable energy procurement objectives. As part of the specified price, MVU also receives 2 MW of resource adequacy capacity.

NOBLE AMERICAS ENERGY SOLUTIONS (NOBLE), SCHEDULING COORDINATOR SERVICES AND NET SHORT ENERGY

The Noble agreement provides for Noble to supply scheduling coordinator services and net short (day ahead, priced at index) energy requirements for MVU over a two year term (including all automatic renewal periods), commencing on July 1, 2014. Consistent with the Noble agreement, MVU receives services, which include but are not limited to: (1) physical bidding and scheduling of interval usage with the CAISO; (2) physical scheduling of term and spot supply contracts with the CAISO; (3) settlement reconciliation with suppliers; and (4) reconciliation with the transmission provider.



#### ENCO, DISTRIBUTION SYSTEM MAINTENANCE, BILLING AND CUSTOMER SERVICE

While not an agreement that addresses energy supply, MVU has entered into a long-term (17-year) contract with Enco to provide for necessary distribution system maintenance, billing and customer service. These services are critically important to the successful operation of any distribution utility, including MVU, and will be provided under this contract through December 31, 2020. Prior to the expiration of this agreement, the City may choose to evaluate the feasibility of transitioning certain responsibilities to staff or may continue to engage qualified contractors for such services.

#### RESOURCE NEEDS

MVU will procure additional resources to meet its anticipated resource targets. This section sets forth MVU's planned resource volumes and quantifies the net resource need, the "open position" or "net short", that remains after accounting for production from MVU's existing resource/contract portfolio. MVU has established procurement targets for conventional energy, capacity resources and renewable energy.

#### CONVENTIONAL RESOURCES & SYSTEM PURCHASES

MVU anticipates that the majority of its projected resource need will be met with energy produced by conventional generating resources, which primarily include those generators fueled by natural gas and hydroelectric power. These resource types, particularly natural gas, tend to be readily available and ensure a reliable energy supply for customers; inclusion of these resources also tends to support a least-cost approach to service delivery, as energy pricing for alternative generating technologies, such as those using qualifying renewable fuel sources, continues to be priced at a premium in the current market.

With these considerations in mind, MVU entered into the ExGen fixed-price, block energy purchase agreements, which limit the Utility's exposure to market price volatility without promoting conditions of over-supply (which can impose transaction costs when remarketing excess energy volumes). The balance of necessary electric energy not addressed by the ExGen agreements will be provided by Noble through its scheduling coordination agreement with MVU. Regarding the ExGen Agreements, these contracts provide MVU with specified "blocks," or quantities, of fixed-price conventional energy supply through the end of 2019, providing a high level of price/rate protection to the utility and its customers as well as general planning certainty. MVU strategically layered the energy volumes throughout the contract term in a manner that leaves increasing open positions in each successive calendar year. For example, in 2015, MVU procured enough energy to cover all projected load requirements, while in 2019, MVU reduced procured energy quantities to a level sufficient to cover about 60% of MVU's projected energy requirements. This strategy was implemented in order to leave room for the contracting of additional renewable energy resources, consistent with increasing procurement guidelines described under California's RPS program. This is also an effective procurement strategy to accommodate inevitable uncertainties related to MVU's aggressive load growth assumptions, which may or may not occur as expected. MVU will continue to conduct an annual procurement process in order to fill the City's remaining open position for the current year and will assess longer-term contracting opportunities in the event that energy commodity prices remain favorable.

With regard to conventional generating resources, there are two primary forward contracting conventions that can be used to secure such energy supplies: (1) portfolio service (various term lengths) – through a portfolio service arrangement the buyer secures necessary energy supply by contracting with a single entity that controls operation of one or more generators that will be used to produce and deliver requisite electricity volumes to the buyer; the buyer has little to no influence with regard to the generator(s) that may be used to produce such volumes; and (2) unit-contingent (generator-specific, various term lengths) purchases – through a unit-contingent purchase arrangement, the buyer will receive contracted energy volumes from a specific generating facility (or group of facilities) that is controlled by the seller; to the extent that a buyer is interested in procuring electric energy from a specific geographic region or facility, unit-contingent contracting arrangements provide such opportunities. Within each of these categories, there are various pricing mechanisms that may be applied to address the mutual risk and administrative preferences of the buyer and seller. More specifically, pricing for such purchases may be fixed at the time of contract execution, may be tied to a published pricing index (which changes over time) or may be tied to the cost of inputs, such as fuel and variable maintenance, that are required to operate such facilities – these structures are typically defined as “tolling” arrangement. Any remaining energy requirements, after accounting for conventional resources and renewable energy supplies purchased under forward contracts, can be met with short term system energy (unspecified) purchases. MVU will consider a wide range of potential procurement options when addressing its future conventional resource needs.

#### CAPACITY RESOURCES

The Moreno Valley City Council adopted, through Resolution No. 2012-99 (December 2012), a Resource Adequacy (“RA”) Program that addresses MVU’s plans with regard to the procurement of capacity reserves. More specifically, MVU’s RA Program is directly responsive to the CAISO Reliability Requirements Tariff, which specifies that all Load Serving Entities, including MVU, maintain a capacity reserve margin. Reserve capacity represents the amount of generating capacity over and above MVU’s predicted Demand that is necessary to provide an adequate Operating Reserve and is consistent with general Good Utility Practice. Since MVU’s resource adequacy obligations are solely governed by the CAISO Reliability Requirements Tariff and not CPUC rules, MVU must only comply with system resource adequacy requirements and not local capacity requirements. More specifically, MVU is subject to resource adequacy compliance with Southern California Edison’s Transmission Access Charge (“TAC”) areas and therefore not with the CPUC established Local Reliability Areas (LA Basin and Big Creek /Ventura).

According to MVU’s adopted RA Program, the Utility is designated the responsibility for developing RA Plans to guide the procurement of capacity resources adequate to serve the requirements of the City’s customers.

On an annual basis, MVU shall prepare a RA Plan for the following calendar year. The Annual Resource Adequacy Plan shall identify capacity resources owned or contracted for by the City sufficient to meet 90% of the following target Reserve Margins:

**TABLE 3: MORENO VALLEY ELECTRIC UTILITY'S TARGETED ANNUAL RESERVE MARGINS**

<u>RA Compliance Year</u>	<u>Reserve Margin</u>
2015	69% of forecast monthly peak loads
2016	92% of forecast monthly peak loads
2017 and subsequent years	115% of forecast monthly peak loads

MVU shall present the annual RA Plan to the City Council by September 1<sup>st</sup> of each year and shall send the approved plan to the CAISO by September 30<sup>th</sup> of each year or as otherwise required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals. MVU shall also prepare a monthly RA Plan by no later than the last business day of the second month prior to the month covered by the Plan (e.g., by February 28<sup>th</sup> for the month of April) or such earlier time as may be required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals. The monthly RA Plan shall identify capacity resources owned or contracted for by the City sufficient to meet 100% of the specified reserve margins shown in Table 4.

The monthly RA Plan shall identify all resources that MVU will rely upon to satisfy the applicable month's peak hour Demand of MVU as determined by pertinent Demand Forecasts and the applicable Reserve Margin. MVU shall provide each Monthly Resource Adequacy Plan to the CAISO in the format and to the extent required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals.

The projected MVU reserve capacity needs are shown in Table 5 for total capacity.

**TABLE 4: MVU RESOURCE ADEQUACY CAPACITY PROJECTIONS (SYSTEM, MW)**

<b>Year</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
2015	16	16	18	19	22	25	32	32	34	24	21	21
2016	27	28	30	29	33	38	47	47	49	35	31	31
2017	38	39	41	41	46	54	67	67	70	51	46	45
2018	44	46	48	46	52	60	74	74	76	54	49	47
2019	47	48	50	49	55	64	79	78	81	57	52	50
2020	48	50	52	51	57	66	81	81	83	59	53	52
2021	50	51	54	52	58	68	83	83	86	61	55	53
2022	51	53	55	54	60	70	86	86	88	63	56	55
2023	53	54	57	55	62	72	88	88	91	65	58	56
2024	54	56	59	57	64	74	91	91	94	67	60	58

**RPS REQUIREMENTS**

On April 12, 2011, Governor Jerry Brown signed SB 2-1X, requiring public and private utilities to obtain 33% of their electricity from renewable energy sources by December 31, 2020, California's RPS. This landmark legislation, which incorporated various reforms to California's RPS, expanded the role of the CEC in administering the RPS program for POUs and imposed additional compliance obligations on these organizations. In particular, the CEC was directed to: adopt regulations

specifying RPS enforcement procedures for POU; certify and verify eligible renewable energy resources procured by POU; and refer any compliance failures of POU to the California Air Resources Board (“CARB”), which may impose penalties.<sup>3</sup> Unlike the previous 20 percent RPS, which required POU to develop internal renewable procurement “standards” without specifically obligating these entities to comply with the 20 percent procurement mandate, the currently effective RPS requires the governing boards of each POU to effectively implement the 33 percent procurement standard. Violations of the procurement standard will be referred to CARB and penalties may be imposed.

Prior to the 2020 compliance deadline, the new legislation imposes certain interim procurement requirements, which include the following: jurisdictional entities will be required to procure an average of 20% of renewable energy for the period of January 1, 2011 through December 31, 2013 (Compliance Period 1); 25% by December 31, 2016 (the period beginning January 1, 2014 and extending through December 31, 2016 has been termed Compliance Period 2), and 33% by 2020 (the period beginning January 1, 2017 and extending through December 31, 2020 has been termed Compliance Period 3). Other elements of the new RPS program establish specific procurement categories for renewable products that may be used for RPS compliance and provide certain opportunities for flexibility in the event that renewable energy procurement would impose upward pressure on customer rates.

Consistent with statute and related regulations, the RPS requirements can be met with a variety of renewable resource technology types and procurement methods. Eligible resources currently include the following:

- Biodiesel
- Biogas
- Biomass
- Conduit hydroelectric
- Digester gas
- Fuel cells using renewable fuels
- Geothermal
- Hydroelectric incremental generation from efficiency improvements
- Landfill gas
- Municipal solid waste
- Ocean wave, ocean thermal, and tidal current
- Photovoltaic
- Small hydroelectric (30 megawatts or less)
- Solar thermal electric
- Wind

With respect to RPS procurement, SB 2-1X identified three distinct Portfolio Content Categories (“PCCs”), or “Buckets”, that may be used to satisfy the procurement obligations of jurisdictional entities. PCC 1 renewable procurement entails the use of energy from qualified renewable energy generators located within the state or from out-of-state generators that can meet strict scheduling

<sup>3</sup> California Energy Commission website, RPS Proceeding overview: <http://www.energy.ca.gov/portfolio/index.html>.

requirements to ensure deliverability to California. Use of PCC 1 resources is unlimited in demonstrating RPS compliance. PCC 2 resources refer to “firming and shaping” transactions where the energy produced by the renewable resource is not necessarily delivered to California; however, an equivalent amount of energy from a different resource is delivered to California and bundled with renewable energy attribute, or RECs, produced by the eligible renewable generator. Finally, PCC 3 resource procurement relates to purchases of unbundled renewable energy certificates with no related physical energy delivery. SB 2-1X also references specific procurement guidelines for each PCC. These guidelines combined with MVU’s annual load projections yield the annual RPS requirements illustrated in the below table.

**TABLE 5: MVU RENEWABLE ENERGY REQUIREMENTS UNDER RPS REGIME**

<i>RPS Renewable Energy Requirements (MWh)</i>	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Bucket 1 (Bundled, In-State)	24,141	34,392	48,993	58,245	65,767	73,033	75,224	77,480	79,805	82,199
Bucket 2 (Bundled, Firmed and Shaped)	7,428	10,582	9,799	11,649	13,153	14,607	15,045	15,496	15,961	16,440
Bucket 3 (REC Only)	5,571	7,937	6,532	7,766	8,769	9,738	10,030	10,331	10,641	10,960
<b>Subtotal, RPS Renewable Energy Requirements</b>	<b>37,141</b>	<b>52,911</b>	<b>65,324</b>	<b>77,661</b>	<b>87,690</b>	<b>97,377</b>	<b>100,298</b>	<b>103,307</b>	<b>106,406</b>	<b>109,599</b>

Since MVU is a Publicly Owned Utility, it is not obligated to comply with the current RPS regime in the event that related procurement efforts would impose disproportionate rate impacts on its customers; however, SB 2-1X required MVU’s City Council to adopt its own renewable energy procurement program and targets, an obligation which it fulfilled on January 10, 2012 when the City Council adopted MVU’s Renewable Energy Resources Enforcement Program (“RPS Enforcement Program”). Through the RPS Enforcement Program, the City Council established three compliance periods consistent with SB 2-1X, adopted RPS-eligible procurement goals for each of the three compliance periods and described the framework for how the City would implement the requirements and measures in SB 2-1X with respect to the RPS program. Section 10 of the RPS Enforcement Program directed the Electric Utility Manager to develop and present an RPS Procurement Plan to the City Council.

In consideration of the RPS Enforcement Program, the City Council adopted MVU’s Renewable Energy Procurement Program on June 11, 2013, which describes how the City will achieve its RPS procurement requirements. Based on MVU’s cost containment policy, expected volumes to be procured by Utility differ from those required by the non-applicable current RPS regime. The following table shows MVU’s estimated annual cost containment value and in turn, MVU’s renewable energy resource targets over the 10-year planning period. Additionally, Table 6 shows how MVU’s renewable energy targets per Portfolio Content Category compare to the annual RPS requirements.

Attachment: Integrated Resource Plan FY 2015-16 [Revision 1] (1604 : APPROVE INTEGRATED RESOURCE PLAN UPDATE FOR MORENO

**TABLE 6: MORENO VALLEY ELECTRIC UTILITY RENEWABLE ENERGY TARGETS, 2015-2024**

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Total Cost Containment <sup>1</sup>	\$ 562,680	\$ 801,601	\$ 1,080,296	\$ 1,225,641	\$ 1,326,999	\$ 1,418,894	\$ 1,497,998	\$ 1,581,511	\$ 1,669,680	\$ 1,762,765
Total Bucket 1 Target (MWh) <sup>2</sup>	23,614	34,392	48,993	58,245	65,767	70,945	74,900	77,480	79,805	82,199
Total Bucket 2 Target (MWh) <sup>3</sup>	-	6,856	9,799	6,073	1,166	-	(0)	3,190	7,359	11,879
Total Bucket 3 Target (MWh) <sup>4</sup>	-	-	2,457	-	-	-	-	-	-	-
Bucket 1 Percentage of RPS Requirement	98%	100%	100%	100%	100%	97%	100%	100%	100%	100%
Bucket 2 Percentage of RPS Requirement	0%	65%	100%	52%	9%	0%	0%	21%	46%	72%
Bucket 3 Percentage of RPS Requirement	0%	0%	38%	0%	0%	0%	0%	0%	0%	0%

Footnote 1: Annual cost containment is calculated with the 12-month rolling MVU system average retail electric rate  
 Footnote 2: Bucket 1 target is based on a \$20 market price  
 Footnote 3: Bucket 2 target is based on a \$10 market price  
 Footnote 4: Bucket 3 target is based on a \$1 market price

In addition to California’s currently applicable RPS program, SB 350 was introduced on February 10, 2015, which proposes a 50% renewable energy target to be achieved by 2030. In its current form, SB 350 does not specify how the renewable energy targets will be achieved or phased; however, MVU staff will continue to monitor the status of the bill as it moves through the California Legislature.

**RENEWABLE RESOURCES**

MVU intends to comply with California’s RPS subject to cost containment considerations that will be referenced when evaluating the effects of incremental renewable energy purchases on Utility costs and customer rates. Following the 2020 calendar year, MVU shall procure RPS-eligible renewable energy in consideration of the then-current RPS Procurement Policy adopted by the City’s governing council – this policy will take into consideration applicable laws and regulations associated with the RPS program in place at that time.

**RENEWABLE ENERGY OPEN POSITIONS**

At present, MVU is engaged in three project-specific renewable energy transactions, which will provide RPS-eligible renewable energy to supplement the utility’s conventional energy supply while furthering progress towards statewide procurement mandates. The two long-term purchase agreements with in-state PV generators will provide MVU customers with 6.5 MW of 100% renewable energy over the next twenty years. It is the intent of MVU to comply with applicable RPS procurement obligations through the administration of its RPS Procurement Plan, and MVU is actively evaluating a variety of cost-effective renewable purchase opportunities to further this objective

It is important to note that, due to typical project development timelines associated with renewable generator development, most of MVU’s near-term incremental renewable energy requirements will need to be served by existing generators that have already qualified for California RPS eligibility. Looking forward, MVU may choose to contract with yet-to-be developed resources for renewable energy needs that have been identified in the medium- and long-term planning horizons. These planning horizons will allow sufficient time for necessary solicitation and contracting activities (to be completed by MVU) as well as new resource development. Based on recently completed renewable energy solicitations throughout the market, there appears to be ample renewable energy supply available for interested buyers, although prices are above the cost of conventional energy purchases. As discussed in this Plan, before making firm purchase commitments for additional

renewable energy supply, MVU will continue to evaluate the cost/rate impacts that would result from additional renewable energy procurement.

## PROCUREMENT

MVU will procure its net open positions using a combination of power purchase agreements of various terms (short, medium, long) and demand-side programs. The potential for MVU owned generation projects is not specifically addressed in this Plan, as there is no imminent timetable for the development of such resources. Such discussion may be added in future updates to this Plan based on specific development opportunities that are being considered by the Utility. This section describes the types of resources MVU may procure and discusses various considerations that may influence MVU's procurement efforts.

### SYSTEM RESOURCES AND SPECIFIED POWER PURCHASES

MVU may engage in purchases of unspecified system energy or unit specific purchases from natural gas-fueled generation. Energy products may include block peak and off-peak, baseload, and shaped energy. MVU may purchase energy and/or capacity at fixed prices, indexed prices or through tolling agreements. Under a tolling agreement, MVU would obtain the right to electricity produced by a natural gas generation facility, and MVU would deliver the natural gas to the facility for conversion into electrical energy. Purchases of system energy will typically be for short and medium terms (< 5 years). Unit-specific and tolling agreements may be for short, medium and long terms. Natural gas purchases associated with tolling agreements, if applicable, will typically be for short to medium terms.

MVU expects to contract with additional counterparties for supply of system energy and capacity in anticipation of the expiration of the ExGen agreements in 2019. Execution of master power purchase and sale agreements with multiple, credit-worthy counterparties in the near term will enable energy purchases through execution of transaction-specific confirmations at the appropriate time.

### CAPACITY RESOURCE PURCHASES

MVU may engage in purchases or sales of resource adequacy capacity from generation resources that qualify to meet resource adequacy requirements in accordance with CAISO rules. Terms may range from 1 month up to ten years. Capacity is also often bundled with energy and RECs under long-term renewable energy power purchase agreements, which may be pursued by MVU consistent with its RPS Procurement Plan.

### RENEWABLE RESOURCE POWER PURCHASES

MVU will use a portfolio risk management approach in its power purchasing program, seeking low cost supply as well as diversity among technologies, production profiles, generation project sizes, project locations, counterparty, length of contract, and timing of market purchases. These factors are taken into consideration when MVU engages the market.

MVU will manage its forward load obligations and supply commitments with the objective of balancing cost stability and cost minimization, while leaving some flexibility to take advantage of market opportunities or technological improvements that may arise. MVU has identified its open position separately for renewable resources (by compliance category), conventional resources, capacity resources, and on a total portfolio basis. MVU endeavors to maintain portfolio coverage targets of up to 100% in the near-term (0 to 5 years) and leaves a greater portion open in the mid to long term, consistent with generally accepted industry practice.

With respect to MVU’s total supply and load obligations, MVU will manage exposure to market price risk by executing forward electric supply commitments for its projected energy sales obligations. MVU considers a variety of factors including the desire to maintain cost stability for MVU customers and cost minimization for MVU customers. MVU’s budgeting and rate setting processes benefit from maximizing cost certainty within the budgetary fiscal year and avoiding significant year-to-year changes caused by energy market volatility. However, it is appropriate to maintain flexibility for incorporation of new, but as yet unplanned, resources or load reducing programs and to maintain limited exposure to market pricing in order to maintain relative cost parity with the local investor owned utility. In light of these considerations, the following market price contracting guidelines shall be maintained during operation of the MVU program.

**TABLE 7: MVU POWER SUPPLY CONTRACTING GUIDELINES**

Time Horizon	Contracting Guideline (Contracts/Total Energy Need)
<b>Current Year</b>	80% to 105%
<b>Year 2</b>	70% to 100%
<b>Year 3</b>	60% to 95%
<b>Year 4 and Beyond</b>	Up to 85%

As MVU continues to contract with additional counterparties for supply of system energy and capacity, observing the contracting guidelines reflected in Table 8 will help to mitigate forward price risk. Execution of master power purchase and sale agreements with multiple, credit-worthy counterparties in the near term will enable energy purchases through execution of transaction-specific confirmations at the appropriate time.

Generally, the renewable portion of the portfolio is met with longer term contracts, providing cost stability for the supply portfolio. MVU’s guidelines for long term, bundled renewable energy purchases are shown in Table 9. Note that such guidelines reflect the percentage of the Utility’s renewable energy requirements that may be placed under contract during each of the identified time horizons; such percentages may be adjusted in consideration of cost limitation principles referenced in MVU’s RPS Procurement Plan.

**TABLE 8: MORENO VALLEY ELECTRIC UTILITY RENEWABLE ENERGY CONTRACTING GUIDELINES**

Time Horizon	Contracting Guideline (Contracts/Total RE Need)
<b>Current Year</b>	90% to 100%
<b>Years 2 – 3</b>	70% to 90%
<b>Years 4 – 5</b>	50% to 75%
<b>Beyond Year 5</b>	40% to 60%



MVU's supply preference is for a mix of renewable energy technologies that will deliver energy in a pattern that is generally consistent with MVU's load shape. Preferred purchase volumes from baseload (e.g., biomass, landfill gas, renewable fuel cells) and peaking renewable technologies (e.g., solar PV or CSP) should be in rough proportion to the Utility's load profile, subject to adjustments for market conditions and technology price differentials that exist at the time of purchase. Recent market data suggests that peaking resources are likely to comprise a larger proportion of the renewable supply portfolio due to the recent rapid declines in prices for solar PV generation projects and the abundance of such projects in development. The actual renewable portfolio during the planning period will likely be more heavily weighted toward peaking energy production due to the prevalence of competitively priced solar projects. MVU may also engage in purchases from as-available renewable generation (e.g., wind) to the extent that energy prices reflect a lower value due to their intermittency.

MVU has no explicit policy preference for any specific qualifying renewable energy technology, apart from the pricing and production profile considerations described above.

#### LOCAL RENEWABLE RESOURCE DEVELOPMENT

As part of its renewable energy procurement strategy, the Utility may choose to independently develop locally situated, customer-sited renewable energy projects. City leadership has expressed an interest in developing these smaller-scale projects to the greatest extent practical. However, prices available in the current wholesale market for utility-scale renewable energy continue to decrease, resulting in price comparisons (relative to smaller-scale distributed generation) that place locally situated renewable generating capacity at a competitive disadvantage. Depending on project-specific details, pricing associated with certain locally-situated renewable capacity may exceed utility-scale alternatives by 50-100%. In some instances, the local economic and political benefits associated with local capacity installation(s) may outweigh the noted cost premium. However, as the operator of a relatively new utility, the City must remain cautious when evaluating these tradeoffs to avoid imposing disproportionate rate impacts on its customers. Looking forward, the City may choose to pursue development of select, locally-situated renewable project opportunities to supplement purchases from utility-scale project alternatives and will continue to support customer-sited renewable projects through its MVU Solar Program.

#### UTILITY ENERGY PROGRAMS – MVU SOLAR PROGRAM

MVU has developed various customer-focused energy programs that are designed to reduce overall energy consumption and total service costs. Such programs are focused in the areas of energy efficiency, demand response/reduction and local distributed generation development. In particular, The MVU Solar Program provides certain financial incentives to MVU customers based on the installed capacity or system performance of locally installed solar projects ranging from one kilowatt to one megawatt in size. This program has been developed in consideration of SB 1 and CEC Guidelines focused on statewide solar deployment. As previously discussed, customers will participate in MVU's NEM service option following system installation. Customers who install solar electric generation systems 30 kW, or less, will qualify for MVU's Expected Performance Based Buydown ("EPBB") program which has a proposed rebate level of \$1.00 per AC watt installed.

Customers installing solar electric generation systems larger than 30 kW will be subject to the Performance Based Incentive Rate (“PBI”) which is paid over a five year period at a proposed rate of 4 cents per kWh generated. Proposed rates for both the EPBB and PBI programs are expected to be approved by the start of the 2015 fiscal year. MVU will own all the environmental attributes (RECs) produced for as long as the system exists. However, the customer may elect to retain the environmental attributes in exchange for a reduced incentive, which will consist of the PBI being paid over a 4 year period rather than 5 years. Stated rebate and incentive rates may change over time in consideration of various factors. Over the 10-year planning horizon, MVU anticipates that NEM participation will increase to approximately 4,200 kilowatts.

## KEY PROCUREMENT CONSIDERATIONS

MVU may use a variety of procurement methods to ensure the availability and/or delivery of requisite energy and capacity products. Traditional procurement methods include bilaterally negotiated agreements, competitive solicitations (examples include: request for proposals and request for offers), and standard offer approaches, such as the MVU Solar Program. The applicability of each procurement method will depend on a range of factors, which include lead time (the amount of time before the desired product must be available and/or delivered), product/resource specificity (the extent to which MVU requires a highly specified product or resource type), required quantity, term of delivery and total anticipated cost. To the extent that certain purchases are required to meet the near-term needs of MVU customers, the Utility may elect to pursue direct, bilateral discussions with qualified suppliers, so that necessary transactions can be completed in a timely manner. For known resource needs that are not time-sensitive, such as the procurement of future renewable energy requirements, MVU may utilize competitive solicitations to ensure consideration of a broad range of project/product options that will provide the best portfolio fit and value for MVU customers.

Regardless of the chosen procurement method, it will be important for MVU to administer a program that “stages” procurement activities so that the Utility and its customers are insulated from market conditions that exist at any single point in time – while effectively timing market purchases may result in substantial cost savings for MVU customers, this procurement approach exposes the Utility to significant risk. By observing an ongoing, staged approach to energy procurement that attempts to diversify purchases across a broad range of contract term lengths (with different start dates), resource types and suppliers, the potentially adverse effects of a volatile energy market can be minimized. The remainder of this section addresses certain key considerations that will be observed by MVU to promote this diversified approach to energy procurement.

## PROCUREMENT METHODS

For long term purchase commitments, MVU will typically use competitive solicitations which may take the form of an RFP or a similar process where a comparative analysis of proposals is made at a single point in time. A RFP may be used where a specific resource need has been identified, some degree of urgency exists in fulfilling the identified need, sufficient time exists to conduct an RFP, and management believes that an RFP would yield the most competitive outcome.

Bilaterally negotiated agreements in response to unsolicited proposals may be used for unique opportunities that are fleeting in nature such that timelines associated with an RFP would prevent MVU from engaging in beneficial procurement opportunities.

Short and medium term power purchases will typically be negotiated on a bilateral basis or via independent energy brokers, particularly in markets with sufficient market price transparency to ensure competitive procurement outcomes. These markets include 1) system energy at a defined CAISO trading hub for peak, off-peak, or baseload products; 2) unbundled RECs; and 3) short term resource adequacy capacity. This process allows for maximum operational flexibility to manage supply and demand imbalances in an efficient manner.

The Utility may also utilize ongoing, “seasonal” procurement processes and/or standard offer tariffs/contracts, as alternatives to the aforementioned procurement mechanisms. In the case of seasonal procurement processes, these mechanisms may be administered on an annual basis to address less urgent, longer term resource requirements in an opportunistic manner. Such processes also provide a good source of market intelligence while imposing moderate administrative burdens. Ongoing renewable energy and resource adequacy capacity needs tend to be well suited for such processes, as the Utility will want to regularly engage the market to determine pricing trends and product availability.

With regard to stand offer tariffs/contracts, such as renewable energy feed-in tariffs, these procurement options allow the Utility to develop narrowly defined product and contracting requirements which must be agreed to by all interested counterparties. Standard offer tariffs/contracts provide a useful mechanism for addressing select resource needs of the utility, particularly locally-situated renewable energy projects/products. Through a feed-in tariff the Utility will be able to specify applicable pricing, product quantities and project locations that will apply to all interested projects. In the event that the feed-in tariff is not fully subscribed (i.e., the specified energy or capacity limit has not been reached/achieved), additional qualifying projects will be able to engage the Utility through an expedited application and contracting process (which would require the acceptance of all specified terms, without modification) that minimizes the need for administrative approvals. Such procurement options may be well suited to advance locally developed renewable generating capacity without exposing the Utility to various project development risks and financing costs.

## PROCUREMENT AUTHORITIES

Energy procurement authority varies depending upon the nature of the energy product being procured and the financial commitment associated with related agreements. MVU has adopted

guidelines related to such purchases that balance the need for time-sensitive action and fiscal oversight. The appropriate procurement method and procurement authority are generally defined by the term of the energy product purchase, consistency with an approved resource plan, and whether capital financing is required.

The Moreno Valley City Council establishes procurement policies and objectives through adoption of the resource plan and related procedures. The Electric Utility Manager is authorized to execute certain contracts for energy products that are consistent with the approved resource plan, while other resource commitments require City Manager or City Council pre-approval prior to execution.

For shorter term power purchases, it is appropriate for the Electric Utility Manager to have discretion in contracting, consistent with its responsibilities and expertise in efficiently operating the Electric Utility. Time is often of the essence in such transactions, and these transactions are unlikely to raise policy considerations that require Council input. For long-term commitments, it is appropriate for the City Council to exercise a greater degree of oversight. The various energy procurement authorities are as follows:

#### SHORT-TERM CONTRACTS

Power purchase agreements (energy, capacity, RECs) with terms of 12 months or less may be entered into on MVU's behalf by the Electric Utility Manager. The Electric Utility Manager will report all such contracts to the City Council on a monthly basis.

#### MEDIUM-TERM CONTRACTS

Power purchase agreements (energy, capacity, RECs) with terms of greater than 12 months and less than or equal to 5 years and which are made pursuant to a Council approved resource plan may be entered into by the City Manager. The Electric Utility Manager and/or City Manager will report all such contracts to the City Council on a monthly basis.

#### LONG-TERM CONTRACTS

Power purchase agreements (energy, capacity, RECs) with terms of greater than 5 years shall require City Council approval prior to execution.

#### CAPITAL PROJECTS AND DEBT

Contracts associated with MVU ownership of generation assets or the assumption of debt by MVU in support of generation projects or power purchase agreements require City Council pre-approval.

#### OTHER ENERGY PROCUREMENT

Any procurement of energy products that is inconsistent with or that is not addressed in the adopted resource plan requires City Council pre-approval.

## DOCUMENT REVISIONS

TABLE9: MORENO VALLEY ELECTRIC UTILITY 10-YEAR RESOURCE PLAN – HISTORY OF DOCUMENT REVISIONS

Version	Approval Date	Description of Changes
1.0	June 11, 2013	Final Document
2.0	XXX	Updated Draft

Attachment: Integrated Resource Plan FY 2015-16 [Revision 1] (1604 : APPROVE INTEGRATED RESOURCE PLAN UPDATE FOR MORENO

## APPENDIX A: LOAD AND RESOURCE TABLES

Moreno Valley Utility										
Mar-15										
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>Energy Requirements (MWh)</b>										
Retail Load	186,038	212,025	242,375	268,278	283,380	295,613	304,482	313,616	323,025	332,7
Energy Efficiency and Distributed Generation	(335)	(382)	(436)	(483)	(510)	(532)	(548)	(565)	(581)	(5
Retail Load (Net of EE/DG)	185,703	211,644	241,939	267,795	282,870	295,081	303,934	313,052	322,443	332,1
Distribution Line Losses and Unaccounted For Energy	11,142	12,699	14,516	16,068	16,972	17,705	18,236	18,783	19,347	19,9
<b>Total Energy Requirements</b>	<b>196,845</b>	<b>224,342</b>	<b>256,455</b>	<b>283,863</b>	<b>299,842</b>	<b>312,786</b>	<b>322,170</b>	<b>331,835</b>	<b>341,790</b>	<b>352,0</b>
<b>Renewable Energy Targets (MWh)</b>										
Bucket 1 (Bundled, In-State)	23,614	34,392	48,993	58,245	65,767	70,945	74,900	77,480	79,805	82,1
Bucket 2 (Bundled, Firmed and Shaped)	-	6,856	9,799	6,073	1,166	-	(0)	3,190	7,359	11,8
Bucket 3 (REC Only)	-	-	2,457	-	-	-	-	-	-	-
<b>Subtotal, Renewable Energy Targets</b>	<b>23,614</b>	<b>41,248</b>	<b>61,248</b>	<b>64,319</b>	<b>66,933</b>	<b>70,945</b>	<b>74,900</b>	<b>80,671</b>	<b>87,163</b>	<b>94,0</b>
<b>Conventional Energy Requirements (includes energy bundled with Bucket 3)</b>	<b>193,231</b>	<b>193,094</b>	<b>197,664</b>	<b>219,544</b>	<b>232,909</b>	<b>241,842</b>	<b>247,270</b>	<b>251,164</b>	<b>254,627</b>	<b>257,9</b>
<b>Existing and Planned Renewable Resources (MWh)</b>										
Subtotal Bucket 1	20,000	27,520	30,714	30,675	30,636	30,622	30,557	30,518	30,479	30,4
Subtotal Bucket 2	-	-	-	-	-	-	-	-	-	-
Subtotal Bucket 3	-	-	-	-	-	-	-	-	-	-
<b>Subtotal, Existing and Planned Renewable Resources</b>	<b>20,000</b>	<b>27,520</b>	<b>30,714</b>	<b>30,675</b>	<b>30,636</b>	<b>30,622</b>	<b>30,557</b>	<b>30,518</b>	<b>30,479</b>	<b>30,4</b>
<b>Open Position, Renewables (MWh)</b>										
Bucket 1	3,614	6,872	18,279	27,570	35,131	40,323	44,343	46,962	49,326	51,7
Bucket 2	-	6,856	9,799	6,073	1,166	-	(0)	3,190	7,359	11,8
Bucket 3	-	-	2,457	-	-	-	-	-	-	-
<b>Subtotal, Open Position, Renewables</b>	<b>3,614</b>	<b>13,728</b>	<b>30,534</b>	<b>33,644</b>	<b>36,297</b>	<b>40,323</b>	<b>44,343</b>	<b>50,153</b>	<b>56,684</b>	<b>63,6</b>
<b>Renewable Requirements Coverage (%)</b>	<b>85%</b>	<b>67%</b>	<b>50%</b>	<b>48%</b>	<b>46%</b>	<b>43%</b>	<b>41%</b>	<b>38%</b>	<b>35%</b>	<b>3</b>
<b>Existing and Planned Conventional Resources (MWh)</b>										
Block Energy Purchases	194,621	200,867	185,708	179,042	161,062	-	-	-	-	-
Other Energy Purchases	-	-	-	-	-	-	-	-	-	-
<b>Subtotal, existing Conventional Resources</b>	<b>194,621</b>	<b>200,867</b>	<b>185,708</b>	<b>179,042</b>	<b>161,062</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Energy Under Contract (MWh)</b>	<b>214,621</b>	<b>228,387</b>	<b>216,422</b>	<b>209,717</b>	<b>191,698</b>	<b>30,622</b>	<b>30,557</b>	<b>30,518</b>	<b>30,479</b>	<b>30,4</b>
<b>Less Index-Priced Deals (MWh)</b>	<b>(20,000)</b>	<b>(10,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Open, All Physical Energy (MWh)</b>	<b>2,224</b>	<b>5,955</b>	<b>40,033</b>	<b>74,146</b>	<b>108,144</b>	<b>282,164</b>	<b>291,613</b>	<b>301,317</b>	<b>311,311</b>	<b>321,5</b>
<b>Total Energy Contract Coverage (%)</b>	<b>99%</b>	<b>97%</b>	<b>84%</b>	<b>74%</b>	<b>64%</b>	<b>10%</b>	<b>9%</b>	<b>9%</b>	<b>9%</b>	<b>-</b>

Attachment: Integrated Resource Plan FY 2015-16 [Revision 1] (1604 : APPROVE INTEGRATED RESOURCE PLAN UPDATE FOR MORENO

## APPENDIX B: RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN

This Renewable Energy Resources Procurement Plan (“RPS Procurement Plan”) shall apply to the City of Moreno Valley operating through its municipal electric utility (“City”).

### Section 1: Definitions

The definitions set forth in Public Resources Code (“PRC”) § 25741 and Public Utilities Code (“PUC”) § 399.12 are incorporated herein. Capitalized terms in this RPS Procurement Plan, as first identified in parentheses, shall have the meaning given to such term in the body of this RPS Procurement Plan

### Section 2: Previous Adoption of the RPS Enforcement Program

As required in Senate Bill 2 in the 2011-2012 First Extraordinary Session (“SB 2-1X”) with respect to California’s renewables portfolio standard (“RPS”), the City Council adopted the Renewable Energy Resources Enforcement Program (“RPS Enforcement Program”) on January 10, 2012. Through the RPS Enforcement Program, the City Council established three compliance periods consistent with SB 2-1X, adopted RPS-eligible procurement goals for each of the three compliance periods and described the framework for how the City would implement the requirements and measures in SB 2-1X with respect to the RPS program. Section 10 of the RPS Enforcement Program directed the City Manager to develop and present an RPS Procurement Plan to the City Council.

### Section 3: Purpose

This document comprises the City’s RPS Procurement Plan. This RPS Procurement Plan describes how the City will achieve its RPS procurement targets consistent with optional compliance measures specified in SB 2-1X and applicable to the City’s status as a small publicly owned utility (“POU”).

### Section 4: Specified RPS Procurement Targets

SB 2-1X has the purpose of meeting the State’s RPS requirements of 33% for all utilities by 2020. In the RPS Enforcement Program, the City Council adopted general RPS procurement targets for each of the three Compliance Periods. Pursuant to PUC § 399.30(b) and (c), the City Council adopts and further specifies the RPS procurement targets, as follows:

#### Compliance Period 1

As of the date of adoption of this RPS Procurement Plan the City has procured Eligible Renewable Energy Resources (as defined under the CEC Enforcement Procedures for the RPS for Local Publicly Owned Utilities) in an amount which satisfies approximately 25% of its total projected RPS procurement obligation for the three-year period beginning January 1, 2011 and ending December 31, 2013 (“Compliance Period 1”). The City will act in good faith to purchase and schedule the maximum amount of Eligible Renewable Energy Resources that can be obtained through the end of Compliance Period 1; provided, however, that the additional costs incurred due to procurement of Eligible Renewable Energy Resources, determined as the difference in the projected cost of conventional energy resources and the projected cost of Eligible Renewable Energy Resources (“Incremental RPS Procurement Cost”) shall not exceed \$400,000, which, in addition to costs already incurred prior to approval of this RPS Procurement

Plan, is the amount adopted by the City Council as the cost limitation for Compliance Period 1 as described hereunder in Section 7. The following table provides additional detail regarding the City’s Compliance Period 1 procurement targets with regard to each of the Portfolio Content Category products that have been described in the RPS.

Compliance Period 1  
January 1, 2011 – December 31, 2013

	2011	2012	2013
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	106,430	108,078	123,101
Planned RPS Purchases (% of Total)	20%	20%	20%
RPS Procurement Obligation (MWh)	21,286	21,616	24,620
Minimum Procurement of Portfolio Content Category 1 (MWh)	10,643	10,808	12,310
Residual Procurement from Portfolio Content Category 2 Resources (MWh)	5,322	5,404	6,155
Maximum Procurement of Portfolio Content Category 3 (Certificates)	5,322	5,404	6,155

Compliance Period 2

For the three-year period beginning January 1, 2014 and ending December 31, 2016 (“Compliance Period 2”) the City will act in good faith to procure and schedule sufficient Eligible Renewable Energy Resources to equal the sum of the following: (20 percent of 2014 retail sales) + (20 percent of 2015 retail sales) + (25 percent of 2016 retail sales) provided, however, that the Incremental RPS Procurement Cost shall not exceed the applicable cost limitations described in Section 7. The following table provides additional detail regarding the City’s Compliance Period 2 procurement targets with regard to each of the Portfolio Content Category products.

Compliance Period 2  
January 1, 2014 – December 31, 2016

	2014	2015	2016
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	141,080	185,703	211,644
Planned RPS Purchases (% of Total)	20%	20%	25%



RPS Procurement Obligation (MWh)	28,216	23,614	41,248
Minimum Procurement of Portfolio Content Category 1 (MWh)	18,340	23,614	34,392
Residual Procurement from Portfolio Content Category 2 Resources (MWh)	5,643	0	6,856
Maximum Procurement of Portfolio Content Category 3 (Certificates)	4,232	0	0

Compliance Period 3

For the four-year period beginning January 1, 2017 and ending December 31, 2020 (“Compliance Period 3”), the City will act in good faith to procure sufficient Eligible Renewable Energy Resources to equal the sum of the following: (27 percent of 2017 retail sales) + (29 percent of 2018 retail sales) + (31 percent of 2019 retail sales) + (33 percent of 2020 retail sales); provided, however, that the Incremental RPS Procurement Cost shall not exceed applicable cost limitations described in Section 7. The following table provides additional detail regarding the City’s Compliance Period 3 procurement targets with regard to each of the Portfolio Content Category products.

Compliance Period 3  
January 1, 2017 – December 31, 2020

	2017	2018	2019	2020
Actual/Forecasted* Retail Sales (Net of Energy Efficiency and Distributed Generation, MWh)	241,939	267,795	282,870	295,081
Planned RPS Purchases (% of Total)	27%	29%	31%	33%
RPS Procurement Obligation (MWh)	61,248	64,319	66,933	70,945
Minimum Procurement of Portfolio Content Category 1 (MWh)	48,993	58,245	65,767	70,945
Residual Procurement from Portfolio Content Category 2 Resources	9,799	6,073	1,166	0
Maximum Procurement of Portfolio Content Category 3 (Certificates)	2,457	0	0	0

### Subsequent Annual Compliance Periods

For each subsequent annual compliance period, the City will act in good faith to procure sufficient Eligible Renewable Energy Resources to equal an average of 33 percent of retail sales; provided, however, that the Incremental RPS Procurement Cost shall not exceed the applicable cost limitations described in Section 7.

### **Section 5: Status of RPS Procurement Efforts**

The City's renewable energy targets, procurement activities, and resources under contract are detailed within MVU's Integrated Resource Plan. The Integrated Resource Plan is updated on a biannual basis in parallel with the City's budgeting process, and in turn, each update provides the most current renewable energy contracting targets and market prices for the various RPS products.

### **Section 6: Application of Banking Rules**

Pursuant to PUC § 399.30(d)(1), and consistent with Section 8 of the RPS Enforcement Program, the City Council adopts the following rules for excess procurement:

- A. The City may apply excess procurement in one compliance period to a subsequent compliance period, subject to the following limitations: Electricity products that exceed the maximum limit for Portfolio Content Category 3, as specified in PUC § 399.16(c), must be subtracted from the calculation of excess procurement.
- B. The City may begin accruing excess procurement as of January 1, 2011.
- C. Excess procurement meeting these requirements may be applied to any future compliance period and shall not expire.

### **Section 7: Application of Flexible Compliance Mechanisms**

#### A. Cost Limitation

1. *Relevant Factors.* The following factors are relevant to the City's adoption of cost limitations and potential application of cost limitations to reduce the amount of Eligible Renewable Energy Resources that the City may procure to meet its RPS obligation:
  - i. The City is one of the smallest POUs in California and has been in operation since 2004. The City incurred significant start up costs, including payment of exit fees to Southern California Edison, and the City may not be able to procure Eligible Renewable Energy Resources in volumes sufficient to satisfy its RPS targets without imposing disproportionate rate impacts on the City's customers.
  - ii. The City's rates cannot exceed those of Southern California Edison without creating a disproportionate rate impact on the City's customers.

- iii. The City has conducted cost of service studies, and has adopted a resource adequacy policy. The City is beginning to establish financial reserves and rate stabilization funds consistent with prudent utility practices. Procuring Eligible Renewable Energy Resources in amounts which exceed cost limitations described below in Sections 7.A.3 and 7.A.4 could compromise the City's ability to accrue reserves and/or meet other procurement obligations focused on grid reliability and sufficiency of supply (such as Resource Adequacy).
- 2. *Information Reviewed* – Pursuant to PUC § 399.30(d)(3), and consistent with Section 9 of the RPS Enforcement Program, the City Council has relied on the following information to establish a limitation on the Incremental RPS Procurement Costs for all Eligible Renewable Energy Resources: (i) the information on cost and availability of Eligible Renewable Energy Resources which is contained in this RPS Procurement Plan and which was obtained through MVU's Integrated Resource Plan and various renewable energy procurement solicitations; (ii) the expected cost of building, owning and operating an Eligible Renewable Energy Resource, as described in Section 5; and (iii) the potential that some planned resource additions may be delayed or cancelled.
- 3. *Establishment of Initial Cost Limitation* – The City Council hereby establishes a limitation on the Incremental RPS Procurement Costs for Compliance Period 1 of \$400,000 plus the cost of Renewable Energy Credits purchased to meet a portion of the City's Compliance Period 1 obligation ("Initial Cost Limitation"). For Compliance Period 1, the City is not obligated to expend any funds on RPS procurement in excess of the Initial Cost Limitation.
- 4. *Establishment of Cost Limitation for Compliance Period 2 and Compliance Period 3 and thereafter* – The City Council hereby establishes a cost limitation on the Incremental RPS Procurement Cost as follows:
  - i. The lesser of 2.5% of total annual revenues from electricity sales to retail customers (not including public goods charges and taxes); or the total renewable energy procurement costs assuming current market prices under the current RPS regime.
    - a. If the 2.5% of total annual revenue from retail electricity sales is the lesser cost, then assuming current market prices, the City will first procure to fulfill the Portfolio Content Category 1 ("PCC1") under the current RPS regime requirements.
      - i. If the total cost of PCC1 doesn't exceed the total cost containment (2.5% of total retail sales), then the City will procure to fulfill the Portfolio Content Category 2 ("PCC2") under the current RPS regime requirements.

- ii. If the total cost of PCC1 and PCC2 doesn't exceed the total cost containment, then the City will procure to fulfill the Portfolio Content Category 3 ("PCC3") under the current RPS regime requirements.
      - b. If total renewable energy procurement costs, assuming current market prices, under the current RPS regime is the lesser cost, then the City will procure all of its RPS derived PCC1, PCC2, and PCC3 requirements.
    - ii. Current market prices for PCC1, PCC2, and PCC3 products will be updated annually in order to keep the cost containment estimates up to date.
    - iii. In no event shall the purchase of renewable energy volumes required to ensure the City's compliance with applicable RPS procurement guidelines result in customer rate impacts that would lead to the City' electric rates exceeding those of Southern California Edison.
5. *Modifications to Cost Limitation* – The City will review the cost limitations annually as part of its budget process to determine whether (i) the cost limitations continue to assure that there are no disproportionate rate impacts between the City's customers and those of Southern California Edison in the City of Moreno Valley; (ii) the cost limitations are not unreasonably restricting the City in pursuing longer term, lower risk investment in Eligible Renewable Energy Resources, and (iii) the City is able to continue to demonstrate good faith in pursuing the objectives of SB 2-1X and meeting the State's overall RPS goals. In approving contracts for the purchase of Eligible Renewable Energy Resources, the City reserves the right to exceed cost limitations if the contract provides offsetting benefits to the electric customers of the City.
- B. Modification of the Portfolio Content Category Requirements

Consistent with PUC § 399.16(e), and as described in Section 6 of the RPS Enforcement Program, the City Council may modify the minimum and maximum requirements in PUC § 399.16(c) for the various portfolio content categories ("PCC Requirements") if the City demonstrates that it cannot comply with the PCC Requirements because of: (a) conditions beyond the control of the City due to any of the conditions set forth in PUC § 399.15(b)(5), PUC § 399.15(c), or other conditions adopted by the City Council based on facts reasonably found by the City Council to be consistent with the intent of PUC § 399.15(b)(5), PUC § 399.15(c), or PUC § 399.18 and the unique circumstances facing the City as a small POU.

### APPENDIX C: RESOURCE ADEQUACY PROGRAM

This Resource Adequacy (RA) Program shall apply to the City of Moreno Valley, operating through its municipal electric utility (City).

#### 1. RESOURCE ADEQUACY PLANS

Moreno Valley Electric Utility (MVU) shall be responsible for developing RA Plans to guide the procurement of capacity resources adequate to serve the requirements of the City’s customers consistent with Good Utility Practice and applicable reliability requirements. The RA Plans shall identify resources as defined by the California Independent System Operator Corporation (CAISO), that MVU will rely upon to satisfy the requirements set forth below.

**1.1 Annual Resource Adequacy Plan:** MVU shall prepare an annual RA Plan each year for the following year. The Annual Resource Adequacy Plan shall identify capacity resources owned or contracted for by the City sufficient to meet 90% of the following target Reserve Margins:

<u>RA Compliance Year</u>	<u>Reserve Margin</u>
2013	23% of forecast monthly peak loads <sup>4</sup>
2014	46% of forecast monthly peak loads
2015	69% of forecast monthly peak loads
2016	92% of forecast monthly peak loads
2017 and subsequent years	115% of forecast monthly peak loads

MVU shall present the annual RA Plan to the City Council by October 1 of each year and shall send the approved plan to the CAISO by October 31 of each year or as otherwise required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals.

**1.2 Monthly Resource Adequacy Plan:** MVU shall prepare a monthly RA Plan by no later than the last business day of the second month prior to the month covered by the Plan (e.g., by February 28 for the month of April) or such earlier time as may be required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals. The monthly RA Plan shall identify capacity resources owned or contracted for by the City sufficient to meet the following Reserve Margins:

<sup>4</sup> The monthly peak load shall be derived based upon the Demand Forecast described in Section 2 below.

<u>RA Compliance Year</u>	<u>Reserve Margin</u>
2013	23% of forecast monthly peak loads
2014	46% of forecast monthly peak loads
2015	69% of forecast monthly peak loads
2016	92% of forecast monthly peak loads
2017 and subsequent years	115% of forecast monthly peak loads

The monthly RA Plan shall identify all resources that MVU will rely upon to satisfy the applicable month’s peak hour Demand of MVU as determined by the Demand Forecasts developed in accordance with Section 2 below and the applicable Reserve Margin. MVU shall provide each Monthly Resource Adequacy Plan to the CAISO in the format and to the extent required by the CAISO Tariff and/or applicable CAISO Business Practice Manuals.

**2. DEMAND FORECASTS**

MVU shall be responsible for developing and providing to the California Energy Commission or the CAISO, as applicable, information necessary to develop Demand Forecasts, consistent with Good Utility Practice and applicable reliability requirements.

**3. CRITERIA FOR QUALIFYING CAPACITY**

**3.1 Qualifying Capacity Criteria:** MVU shall utilize the criteria established by the California Public Utilities Commission (CPUC) to determine and verify the Qualifying Capacity of all RA Resources. MVU shall apply these criteria to any contract to supply MVU with RA capacity.

**3.2 General Qualifications for Supplying Net Qualifying Capacity:** RA Resources included in MVU’s RA Plans must satisfy the general requirements set forth in Section 40.4.3 of the CAISO Tariff, as may be amended from time to time, and/or applicable CAISO Business Practice Manuals.

**4. AVAILABILITY OF RESOURCE ADEQUACY RESOURCES TO THE CAISO**

The RA Capacity identified in MVU’s monthly RA Plan shall be made available to the CAISO on a Day-Ahead basis as described in the CAISO Tariff and/or applicable Business Practice Manuals. To the extent that RA Resources have received an Integrated Forward Market Schedule for Energy or Ancillary Services or a Real-Time Unit Commitment Schedule, such scheduled RA Capacity must remain available to the

CAISO through Real-Time for Trading Hours for which the schedule was received in accordance with the CAISO Tariff and/or applicable CAISO Business Practice Manuals.

## **5. ENFORCEMENT**

MVU must report promptly to the City Council and the CAISO, to the extent required by the CAISO Tariff, any failure to comply with the requirements of this program. Such report must identify clearly the incident or incidents of non-compliance, describe in detail the actions MVU will take to re-establish full compliance with this program, and set forth a timeline for such actions.

## **6. CHANGES TO CAISO RESOURCE ADEQUACY REQUIREMENTS**

In the case that the CAISO imposes additional resource adequacy obligations on the City, MVU's Electric Utility Division Manager has the authority to procure the required capacity resources in order to ensure monthly and annual compliance with the CAISO.



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer

**AGENDA DATE:** November 10, 2015

**TITLE:** APPROVE THE FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH AECOM TECHNICAL ENGINEERING FOR THE PERRIS BOULEVARD WIDENING FROM IRONWOOD AVENUE TO MANZANITA AVENUE PROJECT NO. 801 0024 70 77

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the appropriation of \$186,000 from the unencumbered TUMF Capital Projects fund balance to the Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue project.
2. Approve the Fourth Amendment to Agreement for Professional Consultant Services with AECOM Technical Services, Inc. (AECOM), 901 Via Piemonte, 5<sup>th</sup> Floor, Ontario, CA 91764 to provide additional construction support, technical engineering, and project closeout services to the Capital Projects Division of the Public Works Department for the Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue.
3. Authorize the City Manager to execute the Fourth Amendment to Agreement for Professional Consultant Services with AECOM.
4. Authorize a Change Order to increase the existing Purchase Order with AECOM for the amount of \$55,096 when the Fourth Amendment has been signed by all parties.

### **SUMMARY**

This report recommends approval of the appropriation of TUMF fund savings so it can be utilized by the City for street related improvements. This report also recommends



approval of the Fourth Amendment to the Agreement for Professional Consultant Services with AECOM to provide additional construction support, technical engineering, and project closeout services for the Perris Boulevard Widening Project from Ironwood Avenue to Manzanita Avenue. The project is funded with various funding sources, with TUMF making up the majority of the budget, and has been approved in the 2015/16 Capital Improvement Plan.

## **DISCUSSION**

The City has executed three prior amendments to the Professional Consultant Services Agreement with AECOM to provide necessary support services for project advertising and construction. AECOM's original contract was for project management and bidding support services. The First Amendment in the amount of \$67,522.02 was for providing updates to the Bidding Documents for consistency with the latest City standard plans since the project design was completed back in 2011. The Second Amendment in the amount of \$25,000 was for providing engineering support services during construction. The Third Amendment in the amount of \$79,516 was for making additional revisions to the construction plans as a result of public comments staff received from the project information meeting on July 16, 2014. The project was advertised in March 2014 for construction bids. The City Council authorized a construction contract to Griffith Company in May 2014. Construction started in June 2014 and all major components of work tasks have been completed as of end of October 2015.

During construction, staff continued receiving overwhelming requests and recommendations from the residents as well as the general public to make necessary changes and modifications to the approved design and plans to better enhance the improvements to Perris Boulevard and the community. Many of these changes have required additional technical support from AECOM such as performing engineering calculations and producing shop drawings and construction details. As a result, AECOM has utilized all, and in fact gone over, the approved budget. A portion of this amendment budget request is to compensate AECOM for this extra work.

Staff is requesting the approval of the Fourth Amendment in the amount of \$55,096 to AECOM's agreement to provide additional technical engineering and project closeout services. Technical engineering services include performing post-construction evaluation and study for consistency with the California Environmental Quality Act (CEQA) documents for the project. Project closeout services mainly include the preparation of as-built construction plans and related documentation for City records for future reference and roadway maintenance purposes. These services are the final necessary effort for the successful completion of the project. The project has received positive feedback from residents and the general public for the enhancements in safety, mobility, air quality, drainage, and aesthetic appearance it brings to the community.

At the completion of the previous regional TUMF funded project of Perris Boulevard Widening, from Perris Valley Storm Drain Lateral "B" to Cactus Avenue, there was a budget saving of approximately \$186,000. The Riverside County Transportation Commission (RCTC) has agreed to transfer the \$186,000 savings to this Perris

Boulevard Widening from Ironwood Avenue to Manzanita Avenue which is also within the same regional TUMF corridor. This budget transfer will provide sufficient funding for AECOM’s fourth amendment budget request to do the additional work utilizing TUMF funds instead of local City Measure A funds. The remaining TUMF funds can also be utilized for any close-out contractor change order items.

**ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow for the TUMF savings to remain for use by the City and for payment to AECOM and timely closeout of the project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay payment to AECOM and the project close-out and prevent the project from meeting funding spending deadlines.*

**FISCAL IMPACT**

The project was included in the approved Fiscal Year 2015/2016 Capital Improvement Plan and is financed by Measure A/SLPP Grant (Fund 2001), TUMF (Fund 3003), DIF Traffic Signals (Fund 3302), and TRIP (Fund 3411). RCTC has approved the transfer of approximately \$186,000 in remaining TUMF funds from the completed Perris Boulevard Widening from Perris Valley Storm Drain Lateral “B” to Cactus Avenue project to this project. The transfer of TUMF funding will provide sufficient funding for the Fourth Amendment to the Agreement with AECOM as well as any contractor related project close-out change order items. There is no impact to the General Fund.

**TOTAL BUDGET FOR CONSTRUCTION:**

(Including the initial FY 2013/2014 approved budget for Perris Boulevard Widening project at the time of construction award plus this TUMF appropriation request)

Measure A/SLPP Grant (Account No. 2001-70-77-80001).....	\$1,000,000
TUMF (Account No. 3003-70-77-80001).....	\$4,600,000
DIF Traffic Signals (Account No. 3302-70-77-80001).....	\$227,000
TRIP Capital Projects (Account No. 3411-70-77-80001).....	\$200,000
Additional TUMF Appropriation (Account No. 3003-80001) .....	\$186,000
Total Available Funds.....	\$6,213,000

**TOTAL CONSTRUCTION RELATED COSTS:**

Construction Contract Costs (bid amount plus change orders) .....	\$5,230,000
Construction Support Services (AECOM’s agreement plus 3 amendments).....	\$174,568
Construction Survey Services .....	\$99,000
Construction Geotechnical Services.....	\$82,000
Project Management and Inspection* .....	\$460,000
4th Amendment for Professional Services to AECOM .....	\$55,096
Total Estimated Construction Related Costs.....	\$6,100,664

\* Project Management and Inspection was provided by City Staff and in-house consultant.

The Proposed Budget Appropriation Table below reflects the FY 15/16 budget inclusive of the carryover adjustments scheduled for Council approval on November 10, 2015.

Proposed Budget Appropriation

Fund	Account Number	Type	FY 15/16 Budget	Proposed Adjustment	FY 15/16FY Amended Budget
TUMF Capital Projects	GL: 3003-70-77-80001-720199 Project No.: 801 0024 70 77-3003-99	Exp Exp	\$1,191,642 \$999,148	\$186,000 \$186,000	\$1,377,642 \$1,185,148

**PROJECT SCHEDULE**

Construction Completion .....October 2015  
Project Closeout Documentation .....December 2015

**PREPARATION OF STAFF REPORT**

Prepared By:  
Quang Nguyen  
Senior Engineer, P.E.

Department Head Approval:  
Ahmad R. Ansari, P.E.  
Public Works Director/City Engineer

Concurred By:  
Prem Kumar, P.E.  
Deputy Public Works Director/Assistant City Engineer

**CITY COUNCIL GOALS**

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

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

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

**ATTACHMENTS**

1. Location Map
2. Fourth Amendment

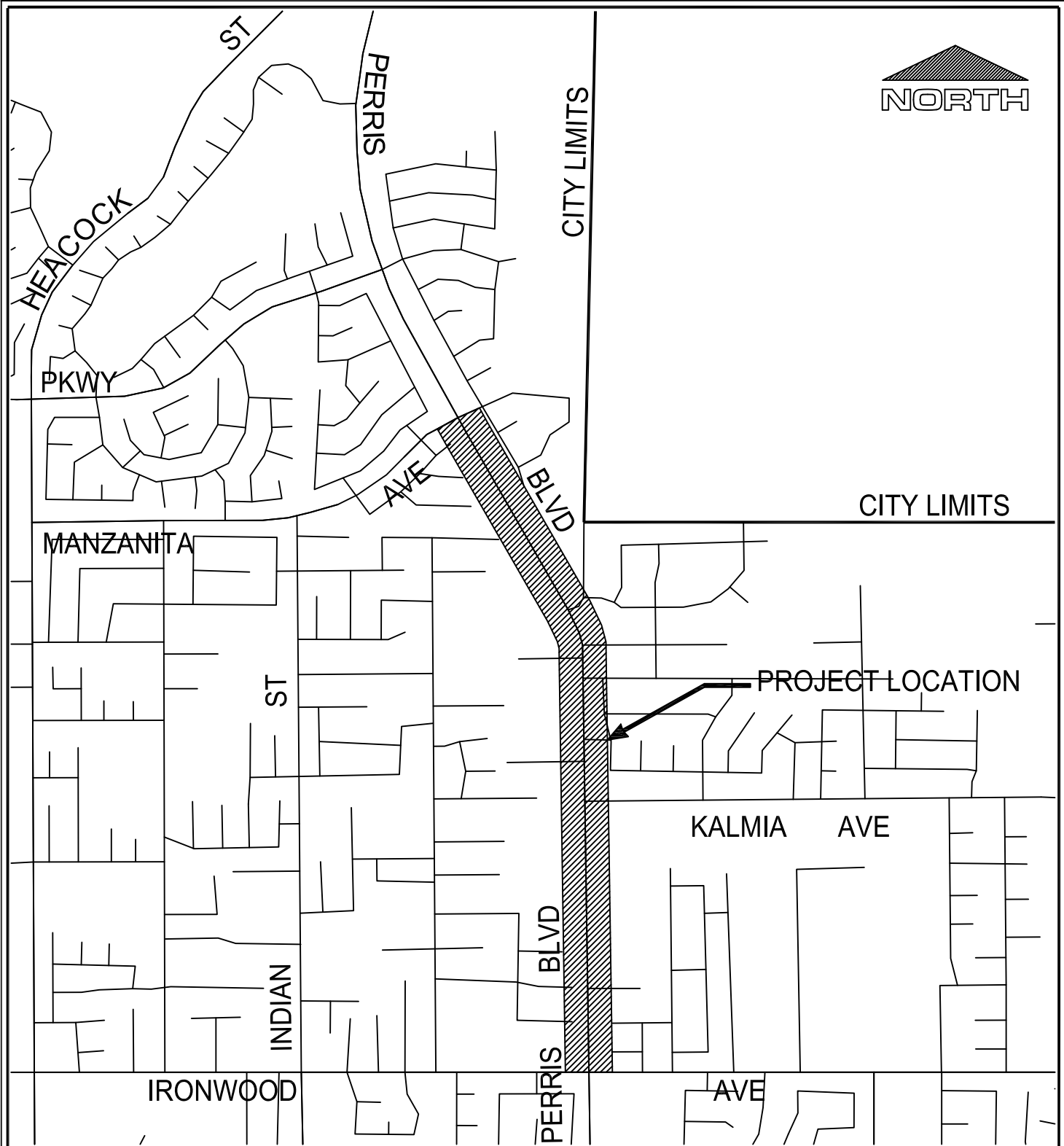
**APPROVALS**

Budget Officer Approval            ✓ Approved

City Attorney Approval  
City Manager Approval

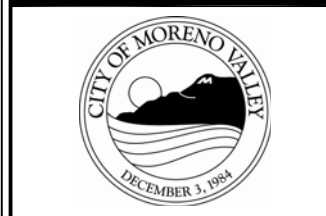
✓ Approved  
✓ Approved

11/04/15 5:44 PM  
11/04/15 5:50 PM



Public Works Department  
Capital Projects Division

# LOCATION MAP



Scale: None

PERRIS BLVD IMPROVEMENTS FROM  
IRONWOOD AVE TO MANZANITA AVE  
PROJECT NO. 801 0024 70 77

Attachment: Location Map (1715 : APPROVE THE FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

**FOURTH AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. 801 0024 70 77 (formerly 11-41570225)**

This Fourth Amendment is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and AECOM Technical Services, a California corporation hereinafter referred to as "Consultant." This Fourth Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated **June 5, 2013**.

Whereas, the Consultant is providing professional consultant construction support services for **Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue**.

Whereas, the Agreement was amended on November 19, 2013 to expand the scope of work for the consultant bidding support services in the First Amendment to the Agreement for Professional Consultant Services.

Whereas, the Agreement was amended on June 5, 2014 to expand the scope of work for the consultant bidding support services in the Second Amendment to the Agreement for Professional Consultant Services.

Whereas, the Agreement was amended on September 11, 2014, to expand the scope of work for the consultant bidding support services in the Second amendment to the Agreement for Professional Consultant Services.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this Fourth Amendment.

**AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. 801 0024 70 77**

Whereas, the Consultant has submitted a Proposal dated **October 27, 2015**, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A" and is incorporated herein by this reference.

**SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:**

1.1 The Agreement termination date of **December 31, 2016** is not extended by this Amendment, unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A," entitled "Proposal for Post Construction Services."

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit B – Fourth Amendment," entitled "AECOM – Cost Proposal."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$55,096.00 as set forth in the above-referenced Cost Proposal, in consideration of the Consultant's performance of the work set forth in "Exhibit A."

1.5 The total "Not to Exceed" fee for this contract is \$229,664.02 (\$2,500.00 for the original Agreement plus \$67,552.02 for the First Amendment to Agreement, and \$25,000.00 for the Second Amendment, and \$79,516.00 for the Third Amendment, and \$55,096.00 for this Fourth Amendment).

**SECTION 2**

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**SIGNATURE PAGE TO FOLLOW**

Attachment: Fourth Amendment [Revision 1] (1715 : APPROVE THE FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL

**AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. 801 0024 70 77**

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

City of Moreno Valley

AECOM Technical Services, Inc.

BY: \_\_\_\_\_  
City Manager

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

Attachments: Exhibit A – Proposal for Post Construction Services  
Exhibit B – Fourth Amendment – AECOM Cost Proposal

\\Zurich-ii\cp\_projects\$\PROJECTS\QN-801 0024 70 77-Perris-Ironwd to Manzanita&TS\Design  
Phase\Consult\AECOM\Agrmnt\Agrmnts\_Amendments-2013-2015\4th Amendment 11.2015\Word Docs\Contract \_AECOM Perris  
Widening.doc

Attachment: Fourth Amendment [Revision 1] (1715 : APPROVE THE FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL





October 27, 2015

Mr. Quang Nguyen, P.E.  
 City of Moreno Valley  
 Public Works Department – Capital Projects  
 14177 Frederic Street  
 Moreno Valley, CA 92552-0805

**Subject:** Proposal for Post Construction Services  
 Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue  
 Project No. 801 0024 70 77 (formerly 11-41570225)

Dear Mr. Nguyen,

We have prepared this proposal to supplement the budget for Construction Support Services for the widening improvements for Perris Boulevard from Ironwood Avenue to Manzanita Avenue to include post construction services. Services include providing final construction project records (as-built), noise study, and optional design services to add a sound wall along the east side of Perris Boulevard between Luxury Street and Kalmia Avenue. The following scope of work and estimate of hours is based on a “not-to-exceed”, time and materials basis and are based on our current understanding of the project needs.

If services are needed beyond the scope of services authorized, an adjustment to contract scope and budget will be requested and the City will approve budget modifications prior to AECOM performing services. We hereby request this contract amendment to increase our budget and scope of services.

### **SCOPE OF SERVICES**

The Scope of Services covered is as follows:

#### **1. As-built Services**

AECOM will be responsible for electronic incorporation of as-built revisions into the project plans. As-built documents will be based on field redlines provided by the City and AECOM generated revisions and change orders. AECOM will provide electronic and hard copy.

- Assume 62 plan sheets (168 hours) based on the base bid and alternatives 2, 3, 4 & 5.

#### **2. Optional Service - Soundwall**

##### **A. Noise Study**

AECOM will characterize current noise levels at sensitive receptors east of Perris Boulevard between Luxury Street and Kalmia Avenue using a sound level meter meeting the standards prescribed by ANSI Section 1.4-1983 (R2006). The measurements will be performed in accordance to the City of Moreno Valley Municipal Code Section 11.80.050A, “Measurement With Sound Meter”. These measurements will be used to establish a baseline from which to evaluate possible attenuation using sound walls.

**Proposal for Perris Boulevard Improvements – Post Construction Support**

Page 2

**B. Soundwall/Retaining Wall**

If warranted, AECOM will prepare sketches, quantities, and cost estimate necessary for the City to solicit costs to construct a 6' soundwall on top of a 4' retaining wall along the east side of Perris Boulevard, between Luxury Street and Kalmia Avenue (maximum 500' long). It is assumed the wall will be located behind the street sidewalk and will be placed in private property. Services exclude right-of-way support and other services such as appraisals and negotiations necessary to obtain construction easements.

It is assumed that a standard Caltrans wall will be acceptable and no special designed walls are included

Notwithstanding anything in this Agreement, Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by Client's construction contractors.

Notwithstanding any other provision of this Agreement, AECOM and its subconsultants shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, mold, polychlorinated biphenyl (PCB) or other toxic or hazardous substances or wastes.

If you have any questions or need additional information regarding this proposal, please contact me at (714) 567-2527 or e-mail me at Janson.Ting@aecom.com. We look forward to getting the work accomplished for the City.

Sincerely yours,



Janson Ting, P.E.  
Project Manager



Matt Ulukaya, P.E.  
VP/Project Director

Attachment: AECOM Cost Proposal

Attachment: Fourth Amendment [Revision 1] (1715 : APPROVE THE FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL

**EXHIBIT B  
AECOM - Cost Proposal**

**A.12.b**

City of Moreno Valley

Perris Boulevard Widening (Ironwood Avenue to Manzanita Avenue)

Revised 10/27/15

Task	Description	Project Mgr \$186.00	Technical Leader \$224.00	Project Engr \$154.00	Engr II \$100.00	CAD \$90.00	QA/QC \$200.00	Admin \$64.00	Total Hours	ODC/Sub	Total Cost
1	As-Built										
	62 Sheets	8		40		120			168		\$18,448.00
	ODC									\$500.00	\$500.00
	Subtotal	8		40		120			168	\$ 500.00	\$ 18,948.00
2	Optional Soundwall Service										
2A	Soundwall Study	16							16		\$2,976.00
2B	Soundwall / Retaining Wall Design	16		24	30	40	2		112		\$13,672.00
	Subconsultant - Study									\$16,000.00	\$16,000.00
	Subconsultant - Geotech									\$2,000.00	\$2,000.00
	ODC									\$500.00	\$500.00
	Subtotal	32		24	30	40	2		128	\$ 18,500.00	\$ 35,148.00
	Subtotal									\$ -	\$ -

Totals	Total Hours by Classification							Total	Total	Total
	Project Mgr	Technical Leader	Project Engr	Engr II	CAD	QA/QC	Admin	MHrs	ODC's	Fee
Engineering Services Totals (Tasks 1 to 3)	40		64	30	160	2		296	\$ 1,000.00	\$ 54,096.00

Other Direct Costs					
Task No.	Mileage @ \$0.55 per mile	Postage and Deliveries	Reprographics	Lease Vehicle	Task ODC Total
1			\$500		\$500.00
2	\$500				\$500.00

Attachment: Fourth Amendment [Revision 1] (1715 : APPROVE THE FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL



## Report to City Council

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

**FROM:** Richard Teichert, Chief Financial Officer

**AGENDA DATE:** November 10, 2015

**TITLE:** APPROVAL OF OPERATING AND CAPITAL CARRYOVERS FROM FISCAL YEAR 2014/15

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Adopt Resolution No. CSD 2015-33. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, adopting the revised operating and capital budgets for fiscal year 2015/16.

### **SUMMARY**

This report requests approval of the carryover of certain FY 2014/15 revenue and expenditure appropriations as previously approved by City Council. At the end of FY 2014/15, all unexpended appropriations lapse and revert to fund balance. Once the fiscal year-end closing process has identified the items that are encumbered by purchase order, contract, or other commitment at June 30<sup>th</sup>, these items may be presented to City Council for approval as continuing appropriations in the new fiscal year (FY 2015/16). Approval of continuing appropriations is a long-standing and annual recurring budgetary procedure of the City.

The carryover of revenue and expenditure appropriations were reviewed by the Finance Sub-Committee on November 2, 2015 and recommended for City Council approval.

## **DISCUSSION**

On June 23, 2015, the City Council adopted the Two-Year Operating Budget for Fiscal Years 2015/16 – 2016/17. The budget included all component units of the City, including the General Fund, Community Services District and Successor Agency. During the two-year budget period, the City Council will be kept apprised of the City's financial condition through the process of First Quarter and Mid-Year Budget Reviews. These reports are typically provided to City Council in December and March, respectively. This ongoing process ensures a forum to review expenditure and revenue deviations from the estimates made in the budget document. Additionally, any significant variances in projected revenue or unanticipated expenditures will be shared with the City Council should they occur.

As the prior fiscal year closes, certain budget activities and projects remain in process and have not yet been completed. Staff routinely reviews these items during the annual process to close the books and then returns to City Council with a request to approve the carryover of budgets for projects still in process as a continuing appropriation. Encumbrances, which are commitments related to contracts for goods and services that are in process and not yet completed, are included in the continuing appropriations request.

	<b>FY 2015/16 Carryover Adjustment</b>
<hr/>	
General Fund	
Revenues	\$1,120,805
Expenditures (1)	\$1,510,539
 Non-General Funds	
Revenues (2)	\$18,264,082
Expenditures	\$5,049,703
Capital Project Expenditures	\$7,469,326

(1) Expenditures approved in FY 2014/15 by Council but not spent will revert back to fund balance at year end. The carryover of these expenditures will utilize these fund balances.

(2) As part of the prior CIP adoption process some carryovers were previously approved. The revenues for these projects will be recognized through the current proposed carryovers.

Exhibits A and B to the Resolution provide the details of staff's request for continuing appropriations for the FY 2015/16 Budget for operating and capital expenses.

## **ALTERNATIVES**

1. Approve the proposed Resolution to adopt the carryover appropriations to the FY 2015/16 operating and capital budgets, as presented in Exhibits A and B to the Resolution. Approving the operating and capital carryover appropriations to FY 2015/16 as presented allows for ongoing activities to be carried out in the current fiscal year as previously approved in FY 2014/15.

- 2. Provide staff with further direction.

Staff recommends Alternative 1.

**FISCAL IMPACT**

The FY 2015/16 Operating and Capital Budgets provide the funding and expenditure plan for all funds. As such, they serve as the City’s financial plan for the fiscal year. The fiscal impacts for the proposed budget amendments and carryovers are identified in Exhibits A (Operating Budget) and B (Capital Improvement Plan) to the Resolution.

**NOTIFICATION**

Publication of the Agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Sandra Contreras  
Management Analyst

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

Concurred by:  
Marshall Eyerman  
Financial Resources Division Manager

**CITY COUNCIL GOALS**

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

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

**ATTACHMENTS**

- 1. Resolution CSD 2015-33
- 2. Exhibit A
- 3. Exhibit B - CIP

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/04/15 10:59 AM
City Manager Approval	<u>✓ Approved</u>	11/04/15 1:53 PM

## RESOLUTION NO. CSD 2015-33

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2015/16

WHEREAS, the CSD Board approved the Operating and Capital Budgets for the City for Fiscal Year 2015/16, a copy of which, as may have been amended by the CSD Board, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the President and Board Members of the Moreno Valley Community Services District proposed amendments to the Operating and Capital Budgets for the District for Fiscal Year 2015/16, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain estimates of the services, activities and projects comprising the budget, and contain expenditure requirements and the resources available to the Community Services District; and

WHEREAS, the said proposed amendments to the Operating and Capital Budgets contain the estimates of uses of fund balance as required to stabilize the delivery of CSD services during periods of operational deficits; and

WHEREAS, the President and Board of Directors have made such revisions to the proposed amended Operating and Capital Budgets as so desired; and

WHEREAS, the amended Operating and Capital Budgets, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

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

1. The proposed amendments to the Operating and Capital Budgets, as Exhibits A and B to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Community Services District's Board of Directors, is hereby approved and adopted as the annual Operating and Capital Budgets of the Moreno Valley Community Services District for the Fiscal Year 2015/16.

- 2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.
- 3. Pursuant to Section 61047 of the California Government Code, compensation for the City Council acting in the capacity of the Directors of the Community Services District, shall be \$100 per meeting or for each day's service rendered as a Director, not to exceed six days or \$600 in any calendar month. In addition, the Directors shall be compensated for actual and necessary traveling and incidental expenses incurred while on official business.
- 4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 10th day of November, 2015.

\_\_\_\_\_  
 Mayor of the City of Moreno Valley,  
 Acting in the capacity of President of the  
 Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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



**RESOLUTION JURAT**

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

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2015-33 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 10th day of November, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
SECRETARY

(SEAL)

3  
Resolution No. CSD 2015-33  
Date Adopted: November 10, 2015

**CITY OF MORENO VALLEY  
GENERAL FUND  
FY 2015/16 Proposed Carryovers**

EXHIBIT A

Department	Fund	Account Description	GL Account	FY 2015/16 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
City Attorney	1010	Professional Svcs - Legal Svcs	1010-14-10-14010-620230	\$ 250,000	\$ 10,045	\$ 260,045	This will complete the remaining contract with Jenkins & Hogin, LLP
Financial & Management Svcs	1010	Professional Svcs - Audit Svcs	1010-30-36-25110-620220	61,500	27,000	88,500	Interim audit work typically occurs in April/May of each year, however due to changing auditing firms this work (cost) was not incurred in FY 14/15 and will be incurred in early FY 15/16.
Financial & Management Svcs	1010	Professional Svcs - Other	1010-30-36-25110-620299	-	3,000	3,000	OPEB actuarial work began in March/April 2015 and due to scheduling conflicts the preliminary results were presneted to city staff on 7/2/15 (receipt of goods). Bartel and Associates finalized the report in July 2015 (FY15/16).
Fire	1010	Mach-Equip, New - Vehicles	1010-40-45-30110-660312	-	160,050	160,050	The purchase of the Urban Search & Rescue vehicle (USAR). The purchase was approved in FY 14/15 by Council at the 5/26/15 meeting as a 'piggy-back' on Riverside County's competetive bid. The vehicle will replace a current USAR vehicle which has weight limitations and cannot respond with lights and sirens which allows for a delayed response to emergencies. With the City's location along fault zones, its population density, mix of residential and commercial developments, major transporation corridors, and historical emergency incident responses, there is great potential for significant injuries and loss of life in a major disaster. The vehicle is currently being built and has an expected delivery in November 2015.
Fire	1010	Mach-Equip, Repl - Other	1010-40-45-30110-660399	-	77,417	77,417	The purchase of required advanced life support (ALS) and other rescue-related equipment for both squads.
Police	1010	Software Maint/Support/License	1010-60-65-40010-625010	50,300	60,300	110,600	The following funds were a carryover for Pantascene Citywide Cameras PO#2015-1359.
Police	1010	Contractual Svcs - Other	1010-60-65-40010-625099	889,900	16,100	906,000	For pending invoice from RCRMC for sexual assault exams for FY14/15 PO#2015-1508
Police	1010	Oper Mtrls - Furn & Equip	1010-60-65-40010-630330	12,500	207,355	219,855	Hitachi Camera Project (4 Parks) PO#2015-1588 to complete outstanding work for those Parks Projects. Hitachi Camera Project (2 Parks) PO#2016-439 to complete outstanding work for those Parks Projects. To cover the balance of the Pantascene Citywide Camera Project
Police	1010	Mach-Equip, Repl - Furn & Equip	1010-60-65-40010-660320	-	187,830	187,830	The Police Department is working to obtain fair bid process for the purchase of ALPRs.
Public Works	1010	Professional Svcs - Other	1010-70-29-20410-620299	196,300	96,833	293,133	Requested amount represents PO rollovers for FY15/16 expenditure obligations to plan check consultants. Plan check revenues were already received in FY14/15 for services related to development.
Public Works	1010	Mach-Equip, Repl - Vehicles	1010-70-78-45370-660322	-	114,800	114,800	City-wide vehicle replacement program
Public Works	1010	Mach-Equip, Repl - Vehicles	1010-70-78-45370-660322	-	68,600	68,600	City-wide vehicle replacement program
Fire	1010	Mach-Equip, Repl - Vehicles	1010-40-45-30110-660322	-	290,000	290,000	For the purchase of two (2) replacement paramedic squad vehicles. The purchase was approved in FY 14/15 by Council at the 8/26/14 meeting as a 'piggy-back' on Riverside County's competetive bid. The squads will replace two aging vehicles, one 22 years old, and one 24 years old; useful, frontline emergency life of a squad is considered to be 10 years with and additional 5-10 years as a reserve vehicle. These vehicles are used daily for response, special event staffing, training, and serving as additional resources during emergency events. Further, the Department's Strategic Plan 2012-2022 calls for supplemental fire response units to meet increased service demands. One of the vehicles has been completed with an anticipated delivery in September 2015. The second vehicle is currently being built and has an expected delivery in October 2015. The squads will be added in lieu of adding a fire engine to one of the City's busier stations.
Fire	1010	Mach-Equip, Repl - Vehicles	1010-40-45-30110-660322	-	42,009	42,009	For the replacement of a truck or van for the Police Department fleet.
Public Works	1010	Mach-Equip, Repl - Vehicles	1010-70-78-45370-660322	-	101,770	101,770	City-wide vehicle replacement program
Public Works	1010	Mach-Equip, Repl - Vehicles	1010-70-78-45370-660322	-	47,430	47,430	City-wide vehicle replacement program
Non-Department	1010	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	1010-99-99-91010-807510	9,933	1,120,805	1,130,738	Transfer In from equipment replacement fund to fund carryover equipment purchases.
<b>TOTAL</b>				<b>\$ 1,470,433</b>	<b>\$ 2,631,344</b>	<b>\$ 4,101,777</b>	

**CITY OF MORENO VALLEY  
NON-GENERAL FUND  
FY 2015/16 Proposed Carryovers**

Department/Fund	Fund	Account Description	GL Account	FY 2015/16 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
Public Works	2001	Professional Svcs - Other	2001-70-77-45230-620299	\$ 92,500	\$ 2,082	\$ 94,582	Rollover purchase order amount for contracted Disadvantaged Business Enterprises Svcs.
Non-Department	2001	Fed Reimb-Capital	2001-99-99-92001-482020	-	5,301,899	5,301,899	CIP - Estimated remaining federal grant revenue
Financial & Management Svcs	2011	Contractual Svcs - Other	2011-30-39-16150-625099	15,000	13,500	28,500	Public Engagement Platform/Website; PO 2015-1298 Project not yet complete, 3 yr. contract in place, 1 yr paid

Attachment: Exhibit A [Revision 1] (1734 : APPROVAL OF OPERATING AND CAPITAL CARRYOVERS

**CITY OF MORENO VALLEY  
GENERAL FUND  
FY 2015/16 Proposed Carryovers**

EXHIBIT A

Department	Fund	Account Description	GL Account	FY 2015/16 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
Administrative Services	2300	State Grant-Operating Revenue	2300-18-38-73312-486000	-	4,942	4,942	Spay-Neuter expenditure balance that we need to carryover this year as the funding can only be used for community pets. This expenditure (veterinary services) was covered by the state grant funding we received from CDFA.
Administrative Services	2300	Professional Svcs - Veterinary Svcs	2300-18-38-73312-620250	-	4,942	4,942	Spay-Neuter expenditure balance that we need to carryover this year as the funding can only be used for community pets. This expenditure (veterinary services) was covered by the state grant funding we received from CDFA.
Financial & Management Svcs	2300	Fed Grant-Operating Revenue	2300-30-33-72751-485000	175,624	291,170	466,794	ESG Grant
Financial & Management Svcs	2300	Salaries, Regular	2300-30-33-72751-611110	-	21,837	21,837	ESG Grant
Financial & Management Svcs	2300	HMIS Program	2300-30-33-72751-733209	-	5,000	5,000	ESG Grant
Financial & Management Svcs	2300	ESG Programs	2300-30-33-72751-733210	162,452	264,333	426,785	ESG Grant
Parks & Community Svcs	2300	State Grant-Capital Revenue	2300-50-57-35214-486010	-	463,100	463,100	Rollover of unspent/uneared grant funds
Parks & Community Svcs	2300	Maint & Repair - Improvements	2300-50-57-35214-620920	-	463,100	463,100	Rollover of unspent/uneared grant funds
Parks & Community Svcs	2300	State Grant-Capital Revenue	2300-50-58-35310-486010	-	100,000	100,000	Rollover of unspent/uneared grant funds
Parks & Community Svcs	2300	Maint & Repair - Improvements	2300-50-58-35310-620920	-	100,000	100,000	Rollover of unspent/uneared grant funds
Parks & Community Svcs	2300	State Grant-Capital Revenue	2300-50-58-35313-486010	-	80,675	80,675	Rollover of unspent/uneared grant funds
Parks & Community Svcs	2300	Maint & Repair - Improvements	2300-50-58-35313-620920	-	80,675	80,675	Rollover of unspent/uneared grant funds
Non-Department	2301	Fed Reimb-Capital	2301-99-99-92301-482020	4,230,340	5,762,515	9,992,855	CIP - Estimated remaining federal grant revenue
Non-Department	2301	County Grant-Capital Revenue	2301-99-99-92301-487010	1,517,500	1,215,953	2,733,453	CIP - Estimated remaining federal grant revenue
Fire	2503	Fed Grant-Operating Revenue	2503-40-47-74106-485000	-	31,688	31,688	HS GP Grant unexpended rev/exp.
Fire	2503	Salaries, Regular	2503-40-47-74106-611110	-	19,421	19,421	HS GP Grant unexpended rev/exp.
Fire	2503	Benefits - Bank	2503-40-47-74106-612120	-	12,267	12,267	HS GP Grant unexpended rev/exp.
Financial & Management Svcs	2512	Edgemont Project	2512-30-33-72611-740102	-	71,430	71,430	Edgemont Water Sys Repl.; Rollover PO#2015-1454 with Carryover Vendor#102310
Non-Department	2512	Fed Grant-Operating Revenue	2512-99-99-92512-485000	2,280,484	1,278,135	3,558,619	CDBG Grant unexpended rev/exp.
Community Development	2715	Fed Grant-Operating Revenue	2715-20-26-72114-485000	-	58,600	58,600	2014 JAG Grant allocation.
Community Development	2715	Salaries, Temporary	2715-20-26-72114-611310	-	50,968	50,968	2014 JAG Grant allocation.
Community Development	2715	Benefits - PERS & ERPD Def Comp	2715-20-26-72114-612110	-	5,289	5,289	2014 JAG Grant allocation.
Community Development	2715	Benefits - Medicare	2715-20-26-72114-612130	-	998	998	2014 JAG Grant allocation.
Community Development	2715	Communications	2715-20-26-72114-620410	-	415	415	2014 JAG Grant allocation.
Community Development	2715	Maint & Repair - Machine Equip	2715-20-26-72114-620930	-	150	150	2014 JAG Grant allocation.
Community Development	2715	Oper Suppl - Office	2715-20-26-72114-630210	-	120	120	2014 JAG Grant allocation.
Community Development	2715	Oper Mtrls - Fuel: Gasoline	2715-20-26-72114-630355	-	660	660	2014 JAG Grant allocation.
Non-Department	3002	Reimbursement Agreement	3002-99-99-93002-500600	2,453,420	2,536,420	4,989,840	CIP - Estimated remaining revenue from co-op agreements
Non-Department	3008	Fed Reimb-Capital	3008-99-99-93008-482020	-	393,130	393,130	CIP - Estimated remaining federal grant revenue
Public Works	5014	Professional Svcs - Other	5014-70-79-25721-620299	30,146	8,183	38,329	Necessary for consultant services (revised Engineer's Report and PR firm) for ballot to increase parcel assessment for Zone 04. ER is required and outreach will assist in raising awareness. Passage of an increase is critical to any continued level of maintenance of the landscape district.
Financial & Management Svcs	6010	Energy Efficiency	6010-30-80-45511-710144	284,000	97,695	381,695	CRC lighting project carry over
Financial & Management Svcs	7220	Salaries, Temporary	7220-30-39-25455-611310	-	400,816	400,816	Technology Services project budgets
Financial & Management Svcs	7220	Professional Svcs - Other	7220-30-39-25455-620299	-	20,660	20,660	Technology Services project budgets
Financial & Management Svcs	7220	Professional Svcs - Other	7220-30-39-25455-620299	-	47,212	47,212	Technology Services project budgets
Financial & Management Svcs	7220	Software Maint/Support/License	7220-30-39-25455-625010	-	299,184	299,184	Technology Services project budgets
Financial & Management Svcs	7220	General Contingency Rsrv.	7220-30-39-25455-700236	-	200,000	200,000	Technology Services project budgets
Administrative Services	7310	Professional Svcs - Other	7310-18-40-18411-620299	20,300	23,048	43,348	Complete City Hall 1st floor reconfiguration
Public Works	7410	Mach-Equip, New - Other	7410-70-78-45360-660398	-	142,756	142,756	Purchase of GPS Implementation Program for the installation of GPS units on City vehicles & purchase of Fleet Management software related to Vehicle/Equipment Replacement Program and needed for improved vehicle repair/cost history tracking.
Non-Department	7510	Transfers to GENERAL FUND	7510-99-97-88190-901010	9,933	623,742	633,675	Transfer out from equipment replacement fund to fund carryover equipment purchases.
Non-Department	7510	Transfers to GENERAL FUND	7510-99-97-88110-901010	-	497,063	497,063	Transfer out from equipment replacement fund to fund carryover equipment purchases.
Public Works	2001	Mach-Equip, Repl - Vehicles	2001-70-78-45311-660322	-	86,414	86,414	Sweeper budgeted in 14/15, purchased in 15/16 under new Fleet prog
Non-Department	2001	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	2001-99-99-92001-807510	-	86,414	86,414	Transfer In to fund vehicle purchase

Attachment: Exhibit A [Revision 1] (1734 : APPROVAL OF OPERATING AND CAPITAL CARRYOVERS

**CITY OF MORENO VALLEY  
GENERAL FUND  
FY 2015/16 Proposed Carryovers**

EXHIBIT A

Department	Fund	Account Description	GL Account	FY 2015/16 Amended Budget	Proposed Carryover	Revised Budget	Description - Proposed Adjustment
Non-Department	7510	Transfers to MEASURE "A" FUND	7510-99-97-88190-902001	-	86,414	86,414	Transfer from Equipment Replacement to fund vehicle purchase
Parks & Community Svcs	5211	Mach-Equip, Repl - Vehicles	5211-50-55-35010-660322	-	215,626	215,626	City-wide vehicle replacement program
Parks & Community Svcs	5211	Mach-Equip, Repl - Vehicles	5211-50-57-35210-660322	-	130,000	130,000	City-wide vehicle replacement program
Non-Department	5211	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	5211-99-99-95211-807510	-	332,262	332,262	Transfer In to fund vehicle purchase
Non-Department	7510	Transfers to ZONE A PARKS RESTRICTED ASSETS	7510-99-97-88110-905211	-	332,262	332,262	Transfer from Equipment Replacement to fund vehicle purchase
Financial & Management Svcs	7220	Mach-Equip, Repl - Vehicles	7220-30-39-25410-660322	-	14,841	14,841	City-wide vehicle replacement program
Non-Department	7220	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7220-99-99-97220-807510	-	14,841	14,841	Transfer In to fund vehicle purchase
Non-Department	7510	Transfer to TECHNOLOGY SERVICES ASSET FUND	7510-99-97-88110-907220	-	14,841	14,841	Transfer from Equipment Replacement to fund vehicle purchase
Administrative Services	7310	Mach-Equip, Repl - Vehicles	7310-18-40-18410-660322	-	24,701	24,701	City-wide vehicle replacement program
Non-Department	7310	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7310-99-99-97310-807510	-	24,701	24,701	Transfer In to fund vehicle purchase
Non-Department	7510	Transfers to FACILITIES FUND (ADMIN/OPER)	7510-99-97-88110-907310	-	24,701	24,701	Transfer from Equipment Replacement to fund vehicle purchase
Public Works	7410	Mach-Equip, Repl - Vehicles	7410-70-78-45360-660322	-	354,720	354,720	City-wide vehicle replacement program
Non-Department	7410	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	7410-99-99-97410-807510	-	287,637	287,637	Transfer In to fund vehicle purchase
Non-Department	7510	Transfers to EQUIPMENT MAINTENANCE FUND	7510-99-97-88110-907410	-	287,637	287,637	Transfer from Equipment Replacement to fund vehicle purchase
<b>TOTAL</b>				<b>\$ 11,271,699</b>	<b>\$ 23,313,785</b>	<b>\$ 34,585,484</b>	

\*\* Vehicle replacement purchases will occur in fund 1010 under Fleet Program  
On July 1, 2015 certain replacement funds previously held in Fund 7510 were transferred to Fund 7430. As such, certain carryovers from Fund 7510 may occur from Fund 7430.

Attachment: Exhibit A [Revision 1] (1734 : APPROVAL OF OPERATING AND CAPITAL CARRYOVERS

**CITY OF MORENO VALLEY  
GENERAL FUND  
FY 2015/16 Proposed CIP Carryovers**

EXHIBIT B

Fund	Fund	Account Description	GL Account	FY 2015/16 Amended Budget	Proposed Carryover	Revised Budget	Project
Public Works	2001	CIP Other	2001-70-76-80001-720199	\$ 108,569	\$ (461)	\$ 125,475	Residential Traffic Management Program (Speed Humps) 801 0015 70 76-2001
Public Works	2001	CIP Other	2001-70-76-80001-720199		17,367		Bike Lane Improvements 801 0049 70 76-2001
Public Works	2001	CIP Other	2001-70-76-80008-720199	345,249	23,204	386,133	Traffic Signal Equipment / Upgrades 808 0013 70 76-2001
Public Works	2001	CIP Other	2001-70-76-80008-720199		17,680		Dynamic Traveler Alert Message Boards 808 0016-2001
Public Works	2001	CIP Other	2001-70-77-80001-720199	6,780,712	139,951	7,171,650	Citywide Annual Pavement Resurfacing 801 0003 70 77-2001
Public Works	2001	CIP Other	2001-70-77-80001-720199		100,000		Citywide Annual Pavement Resurfacing (STP) 801 0003 70 77-2001A
Public Works	2001	CIP Other	2001-70-77-80001-720199		5,768		Annual ADA Compliant Curb Ramp Upgrades 801 0008 70 77-2001
Public Works	2001	CIP Other	2001-70-77-80001-720199		(1,635)		Street Improvement Program (SIP) 801 0011 70 77-2001
Public Works	2001	CIP Other	2001-70-77-80001-720199		8,945		Street Improvement Program (HMPG) 801 0011 70 77-2001A
Public Works	2001	CIP Other	2001-70-77-80001-720199		24,365		SR-60/Nason Street Interchange 801 0012 70 77-2001
Public Works	2001	CIP Other	2001-70-77-80001-720199		112,998		Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue 801 0024 70 77-2001A
Public Works	2001	CIP Other	2001-70-77-80001-720199		49,687		Heacock Street / San Michelle Road to PVSD Lateral "A" 801 0027 70 77-2001
Public Works	2001	CIP Other	2001-70-77-80001-720199		9,231		Sunnymead Boulevard / SR-60 EB Onramp Intersection Improvements 801 0046 70 77-2001
Public Works	2001	CIP Other	2001-70-77-80001-720199		58,562		Alessandro Boulevard / Elsworth Street Intersection Improvements 801 0047 70 77-2001
Public Works	2001	CIP Other	2001-70-77-80001-720199		(174,668)		SR-60 / Theodore Street Interchange 801 0052 70 77-2001
Public Works	2001	CIP Other	2001-70-77-80001-720199		57,734		Cycle 1 ATP Citywide SRTS Pedestrian Facility Improvements 801 0063-2001
Public Works	2001	CIP Other	2001-70-77-80002-720199	10,186	(7,186)	3,000	Bridge Repair Maintenance Program 802 0002 70 77-2001
Public Works	2001	CIP Other	2001-70-77-80004-720199	1,292,106	59,108	1,351,214	San Timoteo Foothill Storm Drain K-1 and K-4 (HMGP) 804 0007 70 77-2001
Public Works	2005	CIP Other	2005-70-76-80008-720199	49,846	34,646	94,069	Traffic Signal Coordination Program 808 0004 70 76-2005
Public Works	2005	CIP Other	2005-70-76-80008-720199		9,577		Transportation Management Center 808 0005 70 76-2005
Public Works	2301	CIP Other	2301-70-77-80001-720199	4,309,323	119,529	4,772,830	Cactus Avenue EB 3rd Lane Improvements / Veterans Way to Heacock Street 801 0031 70 77-2301
Public Works	2301	CIP Other	2301-70-77-80001-720199		220,125		SR-60 / Theodore Street Interchange 801 0052 70 77-2301
Public Works	2301	CIP Other	2301-70-77-80001-720199		55,546		Aqueduct Trail 801 0055-2301
Public Works	2301	CIP Other	2301-70-77-80001-720199		68,307		Alessandro Boulevard at Chagall Court and at Graham Street 801 0057-2301
Parks & Community Svcs	2512	CIP Other	2512-50-57-80007-720199	164,034	(14,034)	150,000	Annual ADA Park Improvements 807 0005 50 57-2512
Public Works	2512	CIP Other	2512-70-77-80001-720199	710,476	(476)	712,009	Alessandro Boulevard Median / Indian Street to Perris Boulevard 801 0039 70 77-2512
Public Works	2512	CIP Other	2512-70-77-80001-720199		2,009		Elsworth Street and Sherman Avenue Sidewalk Improvements 801 0059-2512
Public Works	2512	CIP Other	2512-70-77-80004-720199	929,824	67,082	1,186,715	East Sunnymead Boulevard Storm Drain / Indian Street to SR-60 / Perris Off-Ramp 804 0006 70 77-2512
Public Works	2512	CIP Other	2512-70-77-80004-720199		189,809		Sunnymead Master Drainage Plan Storm Drain Lines F and F7 804 0008-2512
Public Works	3000	CIP Other	3000-70-77-80003-720199	2,600,000	(124,912)	2,475,088	Corporate Yard Facility 803 0002 70 77-3000
Public Works	3000	CIP Other	3000-70-77-80004-720199	-	741,989	741,989	Heacock Street Channel / Cactus Avenue to 3,500 Ft S of Cactus Avenue 804 0001 70 77-3000
Public Works	3002	CIP Other	3002-70-77-80001-720199	1,523,381	(1,028)	1,536,061	Street Improvement Program (RCFC) 801 0011 70 77-3002
Public Works	3002	CIP Other	3002-70-77-80001-720199		12,100		Cactus Avenue EB 3rd Ln / Veterans Way to Heacock (Warner Ranch Alley) 801 0031 70 77-3002A
Public Works	3002	CIP Other	3002-70-77-80001-720199		1,608		Cactus Avenue EB 3rd Lane Improvements / Veterans Way to Heacock Street (EMWD) 801 0031 70 77-3002B
Public Works	3002	CIP Other	3002-70-77-80004-720199	1,035,054	36,967	1,070,588	Moreno Master Drainage Plan Line "F" 804 0005 70 77-3002
Public Works	3002	CIP Other	3002-70-77-80004-720199		(1,433)		San Timoteo Foothill Storm Drain K-1 and K-4 (ADP) 804 0007 70 77-3002
Public Works	3003	CIP Other	3003-70-77-80001-720199	1,191,642	107,506	1,678,667	Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue 801 0024 70 77-3003
Public Works	3003	CIP Other	3003-70-77-80001-720199		379,519		Heacock Street / San Michelle Road to PVSD Lateral "A" 801 0027 70 77-3003
Public Works	3005	CIP Other	3005-70-77-80003-720199	5,000	40,642	45,642	Remodel Fire Station #48 - Sunnymead Ranch 803 0022 70 77-3005
Parks & Community Svcs	3006	CIP Other	3006-50-57-80007-720199	2,161,969	1,102	2,112,031	Replacement Playground Equipment 807 0004 50 57-3006Q
Parks & Community Svcs	3006	CIP Other	3006-50-57-80007-720199		(39,838)		Annual ADA Park Improvements 807 0005 50 57-3006Q
Parks & Community Svcs	3006	CIP Other	3006-50-57-80007-720199		1,046		Park Monument Signs 807 0010 50 57-3006Q
Parks & Community Svcs	3006	CIP Other	3006-50-57-80007-720199		(514)		Security Camera at Lasselle Sports Park and at Celebration Park 807 0028 50 57-3006P
Parks & Community Svcs	3006	CIP Other	3006-50-57-80007-720199		3,971		Rancho Verde Park 807 0031 50 57-3006P
Parks & Community Svcs	3006	CIP Other	3006-50-57-80007-720199		(15,705)		Hidden Springs Park II 807 0039-3006P
Public Works	3008	CIP Other	3008-70-76-80001-720199	25,000	21,118	46,118	Bike Lane Improvements 801 0049 70 76-3008
Public Works	3008	CIP Other	3008-70-77-80001-720199	850,000	427,364	1,706,622	Citywide Annual Pavement Resurfacing 801 0003 70 77-3008
Public Works	3008	CIP Other	3008-70-77-80001-720199		79,258		Reche Vista Dr. Realignment / Perris Boulevard / Heacock Street to NCL 801 0009 70 77-3008
Public Works	3008	CIP Other	3008-70-77-80001-720199		350,000		SR-60 / Moreno Beach Dr. South Side of Interchange (Phase 1) 801 0038 70 77-3008
Public Works	3008	CIP Other	3008-70-77-80002-720199	700,000	50,000	750,000	SR-60 / Nason Street Overcrossing Bridge 802 0003 70 77-3008

Attachment: Exhibit B - CIP [Revision 2] (1734 : APPROVAL OF OPERATING AND CAPITAL

CITY OF MORENO VALLEY  
 GENERAL FUND  
 FY 2015/16 Proposed CIP Carryovers

EXHIBIT B

Fund	Fund	Account Description	GL Account	FY 2015/16 Amended Budget	Proposed Carryover	Revised Budget	Project
Public Works	3302	CIP Other	3302-70-76-80008-720199	693,121	60,988	899,349	Transportation Management Center 808 0005 70 76-3302
Public Works	3302	CIP Other	3302-70-76-80008-720199		18,930		ITS Deployment Phase IA 808 0006 70 76-3302
Public Works	3302	CIP Other	3302-70-76-80008-720199		136,049		Nason Street / Riverside County Regional Medical Center TS 808 0008 70 76-3302
Public Works	3302	CIP Other	3302-70-76-80008-720199		9,956		Citywide Pedestrian Countdown Signal Head Improvements 808 0014 70 76-3302
Public Works	3302	CIP Other	3302-70-76-80008-720199		(19,695)		ITS Deployment Phase IB 808 0015-3302
Public Works	3302	CIP Other	3302-70-77-80008-720199	220,000	31,672	357,888	Sunnymead Boulevard / SR-60 EB On-Ramp Intersection Improvements 808 0009 70 77-3302
Public Works	3302	CIP Other	3302-70-77-80008-720199		106,216		Perris Boulevard / Ironwood Avenue to Manzanita Avenue Traffic Signal 808 0024 70 77-3302
Public Works	3311	CIP Other	3311-70-77-80001-720199	226,305	(1,305)	234,185	SR-60 / Theodore Street Interchange 801 0052 70 77-3311
Public Works	3311	CIP Other	3311-70-77-80001-720199		9,185		Redlands Boulevard / SR-60 Interchange 801 0064-3311
Public Works	3411	CIP Other	3411-70-77-80001-720199	3,553,733	3,612,187	7,183,614	Nason Street / Cactus Avenue to Fir Avenue 801 0001 70 77-3411
Public Works	3411	CIP Other	3411-70-77-80001-720199		56,557		Reche Vista Dr. Realignment / Perris Boulevard / Heacock Street to NCL 801 0009 70 77-3411
Public Works	3411	CIP Other	3411-70-77-80001-720199		(38,863)		Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue 801 0024 70 77-3411
Financial & Management Svcs	7220	CIP Other	7220-30-39-25453-720199	20,000	7,105	27,105	ERP System (NWS-FM module implementations) PO 2015-734 Project not yet complete
Financial & Management Svcs	7220	CIP Other	7220-30-39-80003-720199	469,285	7,235	596,099	Box Springs Communications Site 803 0011 30 39-7220
Financial & Management Svcs	7220	CIP Other	7220-30-39-80003-720199		119,579		800 MHz Radio Repeater System Centralization 803 0012 30 39-7220
Financial & Management Svcs	7220	CIP Other	7220-30-39-80009-720199	84,940	30,000	114,940	Citywide Fiber Optic Communications Expansion 809 0001 30 39-7220
<b>TOTAL</b>				<b>\$ 30,059,755</b>	<b>\$ 7,469,326</b>	<b>\$ 37,529,081</b>	

Attachment: Exhibit B - CIP [Revision 2] (1734 : APPROVAL OF OPERATING AND CAPITAL



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Allen Brock, Community Development Director

**AGENDA DATE:** November 10, 2015

**TITLE:** A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF PA13-0002, TENTATIVE PARCEL MAP 36522, TO COMBINE 5 LOTS INTO ONE 9.5 ACRE PARCEL AND P12-051 A MASTER SITE PLAN AND AMENDED CONDITIONAL USE PERMIT FOR THE FUTURE PHASED BUILDOUT OF THE ST. CHRISTOPHER CHURCH FACILITY LOCATED ON THE SOUTHEAST CORNER OF PERRIS BOULEVARD AT COTTONWOOD AVENUE. THE APPELLANT IS ROY BLECKERT.

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Grant the Appellant and the Applicant's request that the public hearing on this project be continued to December 1, 2015, City Council meeting to allow the opportunity for a mediation meeting between the two parties in an effort come to an amicable resolution. Please see the attached emails received the week of November 2, 2015. (Attachments 18 and 19).

### **SUMMARY**

An appeal was filed on November 8, 2013, requesting that the City Council conduct a public hearing challenging the Planning Commission actions of October 24, 2013, approving Tentative Parcel Map 36522 and a Master Site Plan Amended Conditional Use Permit, and supporting Negative Declaration for St. Christopher Church located on the southeast corner of Perris Boulevard and Cottonwood Avenue. The appeal was filed by Roy Bleckert in accordance with the City's Municipal Code on November 8, 2013. The appeal identifies a number of concerns related to the project applications

including the design, environmental review, removal of storage tanks, onsite grading, parking, traffic flow and flooding.

As set forth in Section 9.02.240 of the City's Municipal Code, any person aggrieved by a decision of the Planning Commission may appeal that decision to the City Council. The project applications, as approved by the Planning Commission, allow for the consolidation of five parcels into one large parcel for purposes of building out and operating a full service church that provides religious mass and ancillary services. The approval establishes the site design parameters for the subsequent five phases of construction at St. Christopher Church. Upon consideration of an appealed project, the City Council may sustain, modify, reject or overrule any actions or rulings of the Planning Commission. Per the City Municipal Code, the effective date of the actions taken on the project applications will be the date of the City Council's action. The actions of the City Council will be considered final.

## **DISCUSSION**

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

The Planning Commission at its October 24, 2013, meeting approved Planning Commission Resolution 2013-21 by a 5-0-1 (one absent) vote adopting a Negative Declaration in compliance with the California Environmental Quality Act and approving PA13-0002 Tentative Parcel Map 36522. Additionally, the Planning Commission approved Resolution 2013-26 by a 5-0-1 (one absent) vote adopting a Negative Declaration in compliance with the California Environmental Quality Act and approving P12-051 Master Site Plan Amended Conditional Use Permit. The Planning Commission staff report and hearing minutes are included as attachments 14 and 13 respectively.

### **Appeal**

An appeal of the Planning Commission's approval dated November 7, 2013, was submitted on November 8, 2013, by Roy Bleckert (included as attachment 6) within the appeal period. Mr. Bleckert is the owner of the approximate 3 acre parcel directly adjacent to the east of the church project site.

Section 9.14.050 (G) (1b) of the Municipal Code calls for this matter to be set for a hearing within 30-days. However, it is noted that given the interest of the parties at the time of the Appeal filing to work towards a resolution on the areas of concern, a hearing was not immediately set. Over the past two years, the Church has convened a community meeting, has discussed the matter with the appellant, site visits have been conducted, and City staff has facilitated several separate meetings with the applicant and the appellant including a joint meeting of both principal parties. Despite the extensive effort put forth, and given the inability of the parties to reach mutual agreement on the areas of concern, this item has been set for consideration and final resolution by the City Council.



### Additional meetings and project review

The appeal was filed on November 8, 2013. Subsequent to that date, staff met with the Appellant several times to discuss the specific concerns on parking, drainage, mapping, phasing, phasing of the perimeter wall, and environmental impact considerations relating to the alleged storage tank removal.

Additionally, staff had several meetings with the project applicant to discuss the proposed Tentative Map and Master Site Plan in light of the appellants concerns. In light of these discussions and other outside input, the applicant elected to prepare additional studies relating to the storage tank removal and drainage design of the detention basin.

The applicant hosted an on-site meeting with neighbors on June 3, 2014, to discuss the project.

Prior to scheduling this City Council hearing on the Appeal, a joint meeting between the Applicant and the Appellant was set up by staff in May 2015 to bring both parties together to discuss the remaining outstanding issues regarding the project. There was no improved outcome as a result of the meeting. Therefore, the Appeal is being carried forward for consideration and final resolution by the City Council.

### BACKGROUND

At the October 24, 2013, Planning Commission hearing, the commissioners received a written staff report and project related documents for the Church Master Site Plan and Proposed Tentative Parcel Map. The staff presentation provided an overview of the processing, site design, environmental review and responded to questions from the Commission. In addition, the applicant, Lord Architecture provided a presentation on the project covering both the short-term improvements and future build out phases of the expanded church site.

During the public comment portion of the meeting, there were approximately eleven public speakers on the project, two opposed, five who discussed flooding and traffic concerns and four in support.

Upon conclusion of the hearing, the Planning Commission approved the applications and the environmental determination.

### Project Overview

PA13-0002 Tentative Parcel Map 36522

The Tentative Parcel Map will consolidate 5 parcels ("lots") into one 9.51 acre parcel. The consolidated lots will create one parcel zoned "Office" for the westerly portion of the site with Residential 5 (R5) on the easterly portion. The application to consolidate the parcels does not include any development and can be approved with or without the Master Site Plan Conditional Use Permit.

P12-051 Master Site Plan Amended Conditional Use Permit as Presented to the Planning Commission

The Master Site Plan provides for 5 phases of development through build out of the Master Plan. The phases include retaining some existing structures, demolishing some structures and the construction of new structures, site infrastructure, parking and landscape improvements, and off-site street improvements along Perris Boulevard with the construction of a raised median and a bus bay on Cottonwood Avenue. The project is conditioned to submit all buildings and site plans for review and approval by the City during each phase.

Phase I

- A Water Quality Detention Basin will be constructed and completed per the approved plans prior to occupancy/building permit final of the McGivney House or the new meeting room adjacent to the existing McGivney House.
- Saint Christopher Lane will be constructed with a new cul-de-sac per the approved site plan.
- A 6 foot decorative block wall will be constructed along the east property line a minimum of 200 feet from the south property line north, the south property line and along the east property line only adjacent to the new water quality detention basin.
- The existing McGivney House will be renovated changing the use from single family residential to office/meeting rooms.
- A new 2,100 square feet meeting room will be constructed adjacent to the McGivney House.
- Off-site improvements along Saint Christopher Lane and Cottonwood Avenue will be provided as conditioned.
- New on-site parking, landscape and circulation improvements as related to the new on-site construction in Phase I will be provided.

Phase 2

- A new multi-purpose building/parish hall will be constructed on the northwest corner of the site.
- Parking and landscaping will be revised to accommodate the new facility.
- Off-site improvements will be provided along Cottonwood Avenue including the addition of a bus bay and modifications to the existing driveways by removing, relocating and installing a new driveway and undergrounding utilities where required.
- A new raised median will be provided along Perris Boulevard from St. Christopher Lane to Cottonwood Avenue per City Standards.

Phase 3

- The existing church hall (old sanctuary) will be removed and replaced with a new parish administration center and necessary landscaping.

#### Phase 4

- Existing office, classroom and residence buildings located on the north east portion of the site and the storage building at the far southeast of the site will be demolished.
- Two religious education buildings and an administration building on the north east portion of the site will be constructed.
- New parking, landscaping, garden areas and pedestrian walkways will be provided.
- A six foot high solid Decorative Block Wall will be constructed along the east property line from Cottonwood Avenue (3 feet maximum in the front building setback) to meet the existing block wall at the south.
- Basketball courts will be constructed.
- The existing Water Quality Detention Basin expanded per the approved plans.
- Future pads and utilities for two future buildings will be installed.

#### Phase 5

- Construct two religious education buildings.

#### Site

The existing church site is zoned Office (O) with the two parcels to the east zoned Residential 5 (R5). The site currently consists of 5 parcels which will be merged together creating one 9.51 acre parcel on the southeast corner of Perris Boulevard and Cottonwood Avenue. Tentative Parcel Map 36522 is conditioned to be recorded prior to Phase 1.

#### Surrounding Area

Properties to the north are zoned Community Commercial (CC), Office Commercial (OC), Residential 10 (R10) and Residential 5 (R5) with several single family homes and vacant land. To the east and west the zoning is R5 with existing single family to the west across Perris Boulevard and legal non-conforming uses to the east. Properties to the south are RS10 with existing single family residences.

#### Access/Parking

Access to the site will be from the existing driveways along Cottonwood Avenue and St. Christopher Lane. The existing easterly driveway on St. Christopher Lane will extend internally north to Cottonwood Avenue with both internal and external drive aisles being modified per plan within each phase. On June 3, 2014, the Church held a community meeting with adjacent property owners to discuss their project including discussion on access and parking.

Phase 2 street improvements will include a raised median along Perris Boulevard from St. Christopher Lane to Cottonwood Avenue. The improvement is in line with the ultimate design of a major arterial street per the City's General Plan circulation element.

The addition of the median will result in improved Levels of Service (LOS) and improved safety at the intersection. Southbound motorists wishing to turn left onto St. Christopher Lane will continue to the Bay Avenue intersection and make a U-turn. Motorists wishing to go south on Perris Blvd from St. Christopher Lane will right turn onto Perris Boulevard proceeding to Cottonwood Avenue for a U-turn with a protected green arrow at the traffic signal. A traffic signal at Perris Boulevard at St. Christopher Lane would not be an appropriate mitigation due to limited spacing from the Cottonwood Ave at Perris Boulevard intersection. The spacing between the intersections is approximately 500 feet which would not provide enough distance between the signals to provide adequate left turn storage for northbound Perris Boulevard at Cottonwood Ave and left turn storage for southbound Perris Blvd at St. Christopher Lane. This presents concerns that the left turn queue of vehicles would spill over into the through lanes and block traffic. Furthermore, closely spaced traffic signals result in poor traffic signal synchronization and poor progression through the signals.

At the Planning Commission hearing, the applicant agreed to maintain the current 361 parking stalls throughout Phases 1, 2 and 3, with the total parking capacity being increased to 395 at Phase 4.

### **Design/Landscaping**

The site will be developed per the approved Master Site Plan with landscaping and parking modified as required per phase.

All improvements and buildings will require a separate review and approval for consistency in design, colors and materials.

### **ENVIRONMENTAL**

The site is considered an infill development project as the site is mostly developed with existing buildings, parking areas and existing access to Cottonwood Avenue and St. Christopher Lane. The project is consistent with the City's General Plan designation and zoning standards. The site has no value as a habitat for endangered species and can adequately be served by all utilities and public services. The Traffic Impact Study completed for the project determined the proposed project would not change the current traffic conditions, and future planned street improvements will improve Perris Boulevard and maintain the existing traffic conditions on Cottonwood Avenue. The right-in, right-out condition for Perris Boulevard at St. Christopher Lane is a result of the required median (Phase 2) that will enhance the safety of this intersection.

An Initial Study was completed with a determination that there will be no significant impacts to the environment from the proposed Tentative Parcel Map and Master Site Plan. Therefore a Negative Declaration was recommended to and adopted at the October 24, 2013 Planning Commission Hearing.

In light of public comments discussed at the Planning Commission Hearing of October 24, 2013, regarding prior underground fuel storage tanks being removed from the site,

the property owner ordered a Phase I Environmental Assessment and a subsequent Phase 2 Assessment of the property to determine if any mitigation or conditions of approval would be warranted due to the past removal of storage tanks. A letter from the County of Riverside Department of Environmental Health was received in April 2015 stating that a site investigation was completed and the site did not indicate the presence of any storage tanks or impacted soil and no further action was deemed necessary. If any contamination is detected on the project site during subsequent grading activity and through project build out, the applicant will be required to provide appropriate notifications as stated in the April 21, 2014, letter from County of Riverside Environmental Health Department (Attachment 11).

Based on the information within the Initial Study and new information received from the Phase 1 and 2 assessments, the Negative Declaration remains the recommended environmental document.

### Approval and Certification

The City Council must invite and receive public testimony on the appeal. Before action on the appeal, the City Council should review the final environmental document along with the project applications considered by the Planning Commission and adopt or reject the Negative Declaration.

### Appeal

The following is a summary of staff's evaluation of the eleven (11) specific issues raised in the appellant's November 7, 2013 letter (received November 8, 2013): The complete November 7, 2013, appeal letter and the supplemental information is included as Attachment 6.

*Appellant's purport: Parking - The Church parish has grown over the last 30 years and the parking issues on Sundays have increased every year. The 209 parking spaces that were adequate when the sanctuary was constructed in 1984 and remodeled in 1991 are inadequate today.*

1. The existing church building/sanctuary was approved in 1984 and conditioned to provide 209 parking spaces. Based on plans provided by the applicant, but which are not on file with the City, a modification to the building was done in the 1990's increasing the building footprint by approximately 4,200 square feet to allow for additional classroom seating space, which seating also served as additional sanctuary space. The plans provided demonstrate that new parking calculations prepared at that time resulted in total parking demand of 383 which included 159 compact parking spaces and 224 standard spaces. Furthermore, while no City records could be found to support this parking expansion, it is noted that the current Church site has on-site "paved" parking capacity of 361 spaces. Additional church overflow parking is currently provided through use of the unpaved dirt lots directly east and adjacent to the current Church site.

There is no parking permitted on St. Christopher Lane per City Ordinance. A new condition was included with the October 24, 2013, Planning Commission approval to restrict the assembly function to one building at any given time.

Per the City’s current standards (MVMC Chapter 9.11) parking for assembly uses (9.11.040D-12) is calculated based on 1/3 fixed seats or 1/35 square feet of the gross floor area of the assembly area or 1 space for every 4.5 lineal feet of pews or benches whichever is greater. The parking for an assembly use is calculated on the assembly area only, not the overall building footprint.

The assembly area of the church is 9,524 square feet in the main section of the building including the Mothers Room area west of the Altar. There are two rooms in the rear of the church that function as overflow seating during Masses with a total square footage of 2,375 (both rooms combined). Using the current City standard, 412 parking spaces would be required if developing this church today. 395 spaces are provided at build-out per the plans approved by the Planning Commission.

Existing Conditions and Parking Calculations

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Square footage, total building:	18,577	
Square footage, assembly/ sanctuary area:	9,524	
Pews, linear footage (with Mother’s room):	1,550	(1,457 useable space)
Two rooms (meeting/overflow, chairs):	2,375	
Parish Hall:	8,192	
Current Parking on site:	361	
Original required parking at construction:	209	
1991 church parking calculated demand (Based on applicant provided information)	383	(includes 159 compact spaces)

Parking Calculations based on current standards:

1/35 gross floor area	
Total assemble area Square footage	$9,524 / 35 = 272$ parking stalls.
Plus non fixed seating	$2,375 / 35 = 68$ parking stalls
Total	= 340

Or

Pew length calculation is 1550 lf (total deducting non- usable area of pews, useable is 1,457)

$$1550 \text{ lf} / 4.5 = 344 \text{ parking stalls (324 @ 1,457lf)}$$

Plus non fixed seating  $2,375 / 35 = 68 \text{ parking stalls}$

Total  $= 412 \text{ Parking stalls (392 @ 1,457 lf)}$

*Appellant's purport: Parking and Traffic* - Parking and traffic impacts will increase during the phasing, modifications to driveways along Cottonwood and illegal parking concerns.

1. The project is conditioned to use one building at a time for assembly use which in turn will assist with control of parking demand. (Currently there is no condition restricting building usage on the site). The applicant agreed and conditions were revised and included with the Planning Commission approval to retain at least the current parking count of 361 throughout the development of the project. The project build-out will increase the parking capacity from the current 361 to 395. There is permit-only parking on St. Christopher Lane for residents (which is posted per City Ordinance).
2. Church parking on the vacant lot at Perris Boulevard and Cottonwood Avenue has been addressed with City staff including Code Compliance for monitoring.

*Appellant's purport: Detention Basin & Flooding* – There has been dirt added to the site with grading activities occurring and the proposed detention basin is not adequate for the site.

1. It is correct that dirt has been added to the site in the past. This isn't considered a significant issue given the conditions approved by the Planning Commission that ensure the site will be graded based on the City's grading requirements.
2. The project design includes a detention basin on the southeast portion of the site. The basin has been designed to accommodate greater than a 100 year storm. The Preliminary Water Quality Management Plan has been reviewed and approved based on the Water Quality Management Plan guidelines. The site design along with the Water Quality detention basin will improve the current flooding issues along St. Christopher Lane.

*Appellant's purport: Phasing* – Project phasing and extensions extend years out and limit the City's ability to address seen or unforeseen impacts. Project should be a single phase project.

1. Master Site Plans are designed to allow for phasing of projects where developers require separate funding sources or desired development time

frames. It is not unusual for projects such as churches or shopping centers to be phased with the approval of a Master Site Plan. All phases of development require review and approval of the buildings and site improvements for consistency with the approved Master Site Plan.

2. Per the current codes, the applicant has three years to commence construction of the project.

*Appellant's purport: Environmental Impact – Discussion of the removal of underground tanks and project should require an Environmental Impact Report.*

1. The information and photos of the tank removal were discussed at the Planning Commission hearing. The appellant provided documentation that storage tanks were present on the site and were removed. Subsequent to the Planning Commission Hearing, the applicant conducted a Phase 1 and Phase 2 Environmental Assessment and contacted the Riverside County Environmental Health Department. The assessment demonstrates there are no environmental concerns with the property and the Riverside County Environmental Health Department provided a letter stating confirming this finding (Attachment 11).
2. The Initial Study completed for the project determined the project would not have a significant effect on the environment. No new information provided or learned since the Planning Commission hearing warrants an Environmental Impact Report be prepared therefore the adoption of a Negative Declaration is still recommended.

*Appellant's purport: Easterly Block Wall – The entire block wall should be constructed in Phase 1.*

1. The project is conditioned to provide a 600 linear foot (lf) block wall along the eastern property line. The construction of the block wall is proposed to be phased. The first 200 feet extending from the south property line northerly along the detention basin will be completed in the first phase. The remaining portion (approximately 400 lf) of the wall due to grade elevations that may change, extending northerly to Cottonwood Avenue is proposed in Phase 4.

*Appellant's purport: Easterly Block Wall – The free board line of the detention basin could flow on to Appellant's property.*

1. The detention basin has been designed to sustain flooding for a 100 year flood with the freeboard designed with consideration of the historical flow line. The spillway is designed to release water per the engineered recommendations.

*Appellant's purport: Lot Merger – As the prior use of the site, being a construction type use, it does not make sense to merge the parcels for a church site. Section 9.14.080b*



*of the Municipal Code discusses subdivisions and phasing whereas this is a merger per M.C. 9.14.170 and CA Subdivision Map Act 66423 and 66424 defines subdivisions and subdivider of lots not merger.*

1. Section 9.14.080B of the Municipal Code establishes the policies and procedures for processing a Revised Tentative Map with a discussion on phasing maps. The project presented is a Tentative Parcel Map to combine the existing five (5) lots into one parcel. The Master Site Plan approval is a phased development process and does not include the phasing of the parcel map. The Tentative Parcel Map has been conditioned to be recorded prior to construction in Phase 1 of the project.
2. This project does not meet the Municipal Code requirements to qualify for a lot merger as none of the lots are less than 5,000 square feet.
3. Processing the Tentative Parcel Map is required to combine the properties into one parcel.

*Appellant's purport: Stock Piling of Dirt – There is approximately 7,000 cubic yards of dirt in the retention basin that would have to be stock piled or hauled away. Provide a condition stating any stock piling could not exceed 30 days.*

1. The Church project does not propose stock piling of dirt. A condition of approval stating stock piling of dirt cannot exceed 30 days can be added, if desired by the Council. However, this is not recommended as it would introduce a component to the project that is not requested by the Church and would not be supported by staff.

*Appellant's purport: Conditional Use Permit – Concern regarding the use of the Conditional Use Permit process where the project should have a cohesive design that factors in the current and proposed use of the property and that the property has the ability to accommodate the usage that is proposed. Parking capacity with current usage and the proposed changes only make the situation worse.*

1. The Master Site Plan is processed as an Amended Conditional Use Permit. The Church has existed since 1959, prior to the City's incorporation. The zoning of the site allows churches with the approval of a conditional use permit. The Master Site Plan process is in fact a comprehensive process that facilitates a cohesive design noted by Mr. Bleckert.
2. The City's Municipal Code provides the parking requirement for new development. Parking calculations are based on the intensity and size of the main use of the property. For this project, that is the Church Sanctuary. The parking requirement for an established church would be increased when the sanctuary is expanded. This is not the case for this project. Although the sanctuary area will not increase with the Master Site Plan, it is noted that the original parking of 209 spaces was increased to 383 in the 1990's, and with

final build-out of the new master plan will increase to 395. Condition of Approval P10 of P12-051 was included with the Planning Commission approval to ensure only one building is used at a time for an assembly use.

## **ALTERNATIVES**

**1. APPROVE** the proposed Resolution denying the appeal and sustaining the decision of the Planning Commission to adopt a Negative Declaration per the California Environmental Quality (CEQA) and Approve Tentative Parcel Map 36522 (PA13-0002) combining five lots (Assessor's Parcel Numbers 479-200-037 & 038, 479-200-003, & 033 & 034) into one 9.51 acre parcel, and;

**2. APPROVE** the proposed Resolution denying the appeal and sustaining the decision of the Planning Commission to adopt a Negative Declaration per the California Environmental Quality Act (CEQA) and Approve P12-051 Master Site Plan Amended Conditional Use Permit for Assessor's Parcel Numbers 479-200-037 & 038, 479-200-003, & 033 & 034. (Staff recommends Alternative 1 and 2)

**3. APPROVE** the appeal, and override the decisions of the Planning Commission and thereby deny the Negative Declaration, the Tentative Parcel Map 36522 (PA13-0002) and Master Site Plan Amended Conditional Use Permit to combine five lots, Assessor's Parcel Numbers 479-200-037 & 038, 479-200-003, & 033 & 034, into one parcel and the Master Site plan (P12-051) to develop the site. (Staff does not recommend this alternative, City Council to provide findings)

**4. APPROVE** the appeal, and override the decisions of the Planning Commission and thereby deny the Master Site Plan Amended Conditional Use Permit (P12-051) and adopt the Negative Declaration and approve the Tentative Parcel Map 36522 (PA13-0002) to combine five lots Assessor's Parcel Numbers 479-200-037 & 038, 479-200-003, & 033 & 034 into one parcel. (Staff recommends this alternative in lieu of Alternative 3 if 3 is the preferred, City Council to provide findings for the denial of the Master Site Plan, Amended Conditional Use Permit)

## **NOTIFICATION**

On October 23, 2015, staff contacted the Appellant and the Applicant providing notice that the City Council hearing date for this project would be November 10, 2015.

The public hearing was noticed on October 28, 2015 in the Press Enterprise. Posting on the site and mailing notices sent to all property owners within 300 feet of the project site was completed on October 28, 2015.

## **CITY COUNCIL GOALS**

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

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

**PREPARATION OF STAFF REPORT**

Prepared By:  
Julia Descoteaux  
Associate Planner

Department Head Approval:  
Allen Brock  
Community Development Department

Concurred By:  
Richard J. Sandzimier  
Planning Official

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

1. CC\_ 300' Site Notice\_Appeal\_St. Christopher Church
2. Proposed Resolution PA13-0002 for Tentative Parcel Map
3. Exhibit A COAs PA13-0002 Tentative Parcel Map
4. Proposed Resolution for P12-051 MSP, ACUP
5. Exhibit A COAs P12-051 MSP CUP
6. Appeal 11-8-13 RB
7. CTE Report Field Study 11-2014
8. Phase I study
9. Phase II
10. Health Department Letter Dated 1-16-14
11. Health Department Letter Dated 4-21-14
12. Maps and Plans
13. PC Minutes 10-24-13
14. PC Staff Report 10-24-13
15. Initial Study
16. Ortho Map
17. Zoning Map
18. Continuance Request\_Appellant RB
19. Continuance Request\_Applicant DM

**APPROVALS**

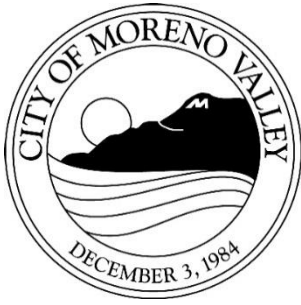
Budget Officer Approval	<u>✓ Approved</u>
City Attorney Approval	<u>✓ Approved</u>

11/04/15 5:44 PM

City Manager Approval

✓ Approved

11/04/15 5:47 PM



# Notice of PUBLIC HEARING

**This may affect your property. Please read.**

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

**APPEAL:** An Appeal of the Planning Commission's October 24, 2013 approval of PA13-0002 (Tentative Parcel Map 36522) and P12-051 (Master Site Plan, Amended Conditional Use Permit).

**APPELLANT:** Roy Bleckert

**APPLICANT:** Lord Architecture Inc.

**OWNER:** Diocese of San Bernardino

**REPRESENTATIVE:** Bennett Lord

**LOCATION:** Southeast corner of Perris Boulevard and Cottonwood Avenue.

**PROPOSAL:** A public hearing for an appeal of the Planning Commission's October 24, 2013 approval of PA13-0002 Tentative Parcel Map 36522, to combine five lots into one 9.5 acre parcel and P12-051 a Master Site Plan, Amended Conditional Use Permit and the supporting Negative Declaration for the future phased build out of St. Christopher Church located on the southeast corner of Perris Boulevard at Cottonwood Avenue.

**COUNCIL DISTRICT:** 1

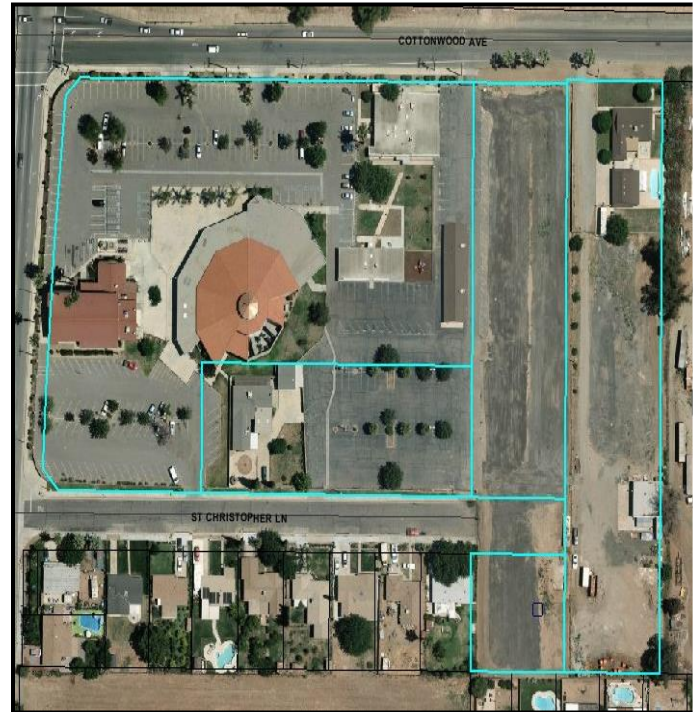
**STAFF RECOMMENDATION:** Approval

Any person interested in any listed proposal can contact the Community Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday and 7:30 to 4:30 PM on Fridays), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.



**LOCATION**    **N** ↑

## CITY COUNCIL HEARING

City Hall Council Chamber  
14177 Frederick Street  
Moreno Valley, Calif. 92553

**DATE AND TIME:** November 10, 2015 at 6:00 PM

**CONTACT PLANNER:** Julia Descoteaux

**PHONE:** (951) 413-3209

RESOLUTION NO. 2015-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DENYING THE APPEAL AND SUSTAINING THE DECISION OF THE PLANNING COMMISSION TO ADOPT A NEGATIVE DECLARATION PER THE CALIFORNIA ENVIRONMENTAL QUALITY (CEQA) AND APPROVE TENTATIVE PARCEL MAP 36522 (PA13-0002) COMBINING FIVE LOTS (ASSESSOR'S PARCEL NUMBERS 479-200-037 & 038, 479-200-003, & 033 & 034) INTO ONE 9.51 ACRE PARCEL.

WHEREAS, the applicant, Lord Architecture, Inc., filed an application for the approval of PA13-0002 for Tentative Parcel Map 36522, a proposal to combine the existing five lots into one 9.51 acre parcel; and

WHEREAS, the application was evaluated in accordance with established City of Moreno Valley procedures, and with the consideration of the General Plan and other applicable regulations; and

WHEREAS, an environmental assessment, including an Initial Study completed in September 2013 prepared to address the environmental impacts associated with the Tentative Parcel Map 36522 (PA13-0002) and the Master Site Plan (Amended Conditional Use Permit, P12-051) and a Negative Declaration was recommended pursuant to the California Environmental Quality Act (CEQA), as there was no evidence that the proposed development applications, as designed and conditioned, would have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole; and

WHEREAS, upon completion of a through development review process the application was appropriately agendized and noticed for a public hearing before the Planning Commission on October 24, 2013; and

WHEREAS, on October 24, 2013, the Planning Commission held a public hearing in accordance with applicable law; and approved PA13-0002 Tentative Parcel Map 36522; and

WHEREAS, at said public hearing, the Planning Commission carefully reviewed and considered all the evidence presented in connection with the hearing on the project, including but not limited to the staff report, all written and oral testimony presented, and voted 5-0, with one Commissioner absent, to adopt a Negative Declaration and to approve the project; and

WHEREAS, on November 8, 2013, Roy Bleckert filed an appeal (of the Planning Commission's decision to approve the project) with the Community & Economic Development Department; and

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WHEREAS, subsequent to the filing of the Appeal, the City by mutual agreement, engaged in several meetings with the Appellant, the Applicant and jointly with the Appellant and Applicant to address and resolve the concerns of the Appellant; and

WHEREAS, to date no mutual agreement between the parties has been achieved and therefore final consideration of the matter is desired; and

WHEREAS, required public notice of the public hearing on the Appeal was properly noticed in the Press Enterprise on October 28<sup>th</sup>, 2015; and

WHEREAS, the City Council conducted a public hearing on November 10, 2015; and

WHEREAS, the City Council has found the evidence presented sufficient and appropriate to uphold the decisions of the Planning Commission as further disclosed below; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the St. Christopher project applications P12-051 and PA13-0002 are subject to certain fees, dedications, reservations and other exactions as provided herein.

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

- A. This City Council hereby finds that all of the facts set forth above in this Resolution are true and correct.
- B. Based upon substantial evidence presented to this City Council during the above-referenced public hearing on November 10, 2015, including written and oral staff reports, and the record from the public hearing, this City Council hereby finds as follows:
  - 1. That the proposed land division is consistent with applicable general and specific plans;

FACT: The applicant has proposed Tentative Parcel Map 36522 to combine the five parcels into one 9.51 acre parcel. The proposed map is consistent with the goals and objectives of the General Plan.

- 2. That the site of the proposed land division is physically suitable for the type of development;

FACT: The design or improvement of this land division is consistent with and does not conflict with the General Plan. The

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Attachment: Proposed Resolution PA13-0002 for Tentative Parcel Map [Revision 4] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE

design of the parcel map is consistent with the development requirements of the underlying Office and Residential 5 zoning.

3. That the design of the proposed land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat or cause serious health problems;

FACT: The proposed Tentative Parcel Map would not be detrimental to the public health safety or welfare. An initial study of the potential environmental impact associated with the Tentative Parcel Map was prepared in accordance with the provisions of the California Environmental Quality Act (CEQA). Based on the initial study, it was determined that the Tentative Parcel Map will not result in significant environmental impacts and therefore adoption of a Negative declaration remains the recommended environmental document for the project.

4. That the design of the land division or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision;

FACT: There are no conflicts with easements on the subject site.

5. That the effect of the proposed land division on the housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

FACT: The proposed parcel map meets the intent of the General Plan and Municipal Code by providing and/or allowing for existing and future land uses. The site is an existing church site and is not currently used for residential purposes. Proximity to existing commercial entities and the adjacent residential component allows for contiguous developments and infrastructure. The project does not exceed the planned density, the associated public service demand, or the demand for environmental resources envisioned by the Moreno Valley General Plan. The project does not exceed a threshold which would create potential significant impacts to fiscal and environmental resources. The future projects will supplement the City's fiscal resources by paying applicable impact fees for public facilities.



## C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

### 2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA13-0002, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d) (1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it

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revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution 2015-XX. A Resolution of the City Council of the City of Moreno Valley, California denying the appeal and sustaining the decision of the Planning Commission to adopt a Negative Declaration per the California Environmental Quality (CEQA) and Approve Tentative Parcel Map 36522 (PA13-0002) combining five lots (Assessor's Parcel Numbers 479-200-037 & 038, 479-200-003, & 033 & 034) into one 9.51 acre parcel, subject to the attached conditions of approval included as Exhibit A, HEREBY APPROVING the project.

APPROVED AND ADOPTED this 10<sup>th</sup> day of November, 2015

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

ATTEST:

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

APPROVED AS TO FORM:

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

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Attachment: Proposed Resolution PA 13-0002 for Tentative Parcel Map [Revision 4] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE

**RESOLUTION JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2015 - XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10<sup>th</sup> day of November, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

Resolution No. 2015 - <sup>6</sup>XX  
Date Adopted: November 10, 2015

Attachment: Proposed Resolution PA 13-0002 for Tentative Parcel Map [Revision 4] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE

Exhibit A

**CITY OF MORENO VALLEY  
CONDITIONS OF APPROVAL  
PA13-0002 TENTATIVE PARCEL MAP 36522  
APN: 479-200-003, 033, 034, 037& 038**

**APPROVAL DATE: November 10, 2015  
EXPIRATION DATE: November 10, 2018**

- X Planning (P), including Building (B), Police (PD)
- X Fire Prevention Bureau (F)
- X Public Works, Land Development (LD)
- X Public Works – Transportation Engineering (TE)

COMMUNITY DEVELOPMENT DEPARTMENT

Planning Division

GENERAL CONDITIONS

- P1. This approval shall comply with all applicable requirements of the City of Moreno Valley Municipal Code.
- P2. This tentative map shall expire three years after the approval date of this tentative map unless extended as provided by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever in the event the applicant or any successor in interest fails to properly file a final map before the date of expiration. (MC 9.02.230, 9.14.050, 080)
- P3. The site shall be developed in accordance with the approved tentative map on file in the Community & Economic Development Department -Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. (MC 9.14.020)
- P4. A drought tolerant, low water using landscape palette shall be utilized throughout the tract to the extent feasible.

**Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):**

R - Map Recordation	GP - Grading Permits	CO - Certificate of Occupancy or building final
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

**Governing Document (see abbreviation at the end of the affected condition):**

GP - General Plan	MC - Municipal Code	CEQA - California Environmental Quality Act
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape Development Guidelines and Specs
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform Building Code
	SBM - Subdivision Map Act	

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Attachment: Exhibit A COAs PA13-0002 Tentative Parcel Map [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING

**CONDITIONS OF APPROVAL**  
**PA13-0002 TENTATIVE PARCEL MAP**  
 Page 8

- P5. All undeveloped portions of the site shall be maintained in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)
- P6. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)
- P7. All site plans, grading plans, landscape and irrigation plans, and street improvement plans shall be coordinated for consistency with this approval.

**SPECIAL CONDITIONS**

- P8. The site has been approved for Tentative Parcel Map 36522 to combine all five parcels into one parcel for the existing church facility. No development is approved with this Tentative Parcel Map. A change or modification shall require separate approval.
- P9. All future projects for development of the proposed parcel shall require the submittal of an Amended Conditional Use Permit Plot Plan.

**PRIOR TO GRADING**

- P10. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephen's' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)
- P11. There shall be no grading on the site without approval of an Amended Conditional Use Permit and Grading Permit.
- P12. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

**CONDITIONS OF APPROVAL**  
**PA13-0002 TENTATIVE PARCEL MAP**  
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If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented.  
 (GP Objective 23.3, DG, CEQA).

PRIOR TO BUILDING PERMIT

- P13. (BP) Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees.  
 (Ord)

PRIOR TO RECORDATION

- P14. (R) Prior to recordation of the final Tentative Parcel Map, the Planning Division shall review the map for consistency with this approval.

Building and Safety Division

- B1. New buildings/structures shall comply with the current California Building Standards Code (CBC, CEC, CMC, CPC and Green Building Standards) as well as City ordinances. Plans shall be submitted to the Building and Safety Division as a separate submittal and shall include a soils report at time of first submittal. Beginning on January 1, 2014, the 2013 CBC will become effective for all new building permit applications.

CONDITIONS OF APPROVAL  
PA13-0002 TENTATIVE PARCEL MAP  
Page 10

**FIRE PREVENTION BUREAU**

**Standard Conditions shall apply.**

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

- F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.
- F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 2125 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B) . **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**
- F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super fire hydrants (6" x 4" x 2 1/2" x 2 1/2" ) and super enhanced fire hydrants (6" x 4" x 4" x 2 1/2" ) shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 507.5.7 & MVMC 8.36.060 Section K)
- F4. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.2 and 503.2.5)

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**CONDITIONS OF APPROVAL**  
**PA13-0002 TENTATIVE PARCEL MAP**  
 Page 11

- F5. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)
- F6. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)
- F7. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty-four (24) or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less than thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])
- F8. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])
- F9. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4)
- F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3)
- F11. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5)
- F12. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)
- F13. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:
- a) Be signed by a registered civil engineer or a certified fire protection engineer;
  - b) Contain a Fire Prevention Bureau approval signature block; and
  - c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

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**CONDITIONS OF APPROVAL**  
**PA13-0002 TENTATIVE PARCEL MAP**  
 Page 12

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507.5)

- F14. Prior to issuance of Certificate of Occupancy or Building Final, “Blue Reflective Markers” shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1)
- F15. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)
- F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)
- F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)
- F18. Prior to issuance of a Certificate of Occupancy or Building Final, a “Knox Box Rapid Entry System” shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

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**CONDITIONS OF APPROVAL**  
**PA13-0002 TENTATIVE PARCEL MAP**  
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- F19. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 105)
- F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.
- F21. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)
- F22. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060)
- F23. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.060)
- F24. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.
- F25. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be

**CONDITIONS OF APPROVAL**  
**PA13-0002 TENTATIVE PARCEL MAP**  
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- accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with CFC 105 and MVMC 8.36.100.
- F26. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)
- F27. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 105)
- F28. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 105)
- F29. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 105)
- F30. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.8)
- F31. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Chapter 1)
- F32. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

**CONDITIONS OF APPROVAL**  
**PA13-0002 TENTATIVE PARCEL MAP**  
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- F33. Prior to Certificate of Occupancy all locations where medians are constructed and prohibit vehicular ingress/egress into or away from the site, provisions must be made to construct a median-crossover at all locations determined by the Fire Marshal and the City Engineer. Prior to the construction, design plans will be submitted for review and approval by the City Engineer and all applicable inspections conducted by Land Development Division.
- F34. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

**CONDITIONS OF APPROVAL  
PA13-0002 TENTATIVE PARCEL MAP  
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**PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION**

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

**General Conditions**

- LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City’s Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)
- LD2. (G) It is understood that the tentative map correctly show all existing easements, traveled ways, and drainage courses, and that their omission may require the map associated with this application to be resubmitted for further consideration. (MC 9.14.040)

**Prior to Map Approval or Recordation**

- LD3. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.
- LD4. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Community and Economic Development Department.

**SPECIAL CONDITIONS**

- LD5. (MA) Prior to approval of the map, the portion of St. Christopher’s Lane identified in the tentative parcel map shall be vacated with the intent of said vacated land becoming part of the map owner’s property.
- LD6. (MA) A final parcel map shall be submitted for review and approval. The map shall show include the following right-of-way dedications:

**CONDITIONS OF APPROVAL**  
**PA13-0002 TENTATIVE PARCEL MAP**  
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- a. A 44-foot half-width street right-of-way dedication on the south side of Cottonwood Avenue along this project's north frontage between the easternmost proposed project entrance to the easterly property line (along APN 479-200-003) to ensure a centerline to south right-of-way distance of 44 feet for a Minor Arterial, City Standard 105C.
- b. Additional right-of-way dedication behind any driveway approach per City Standard 118C, on both Cottonwood Avenue and St. Christopher Lane.
- c. Appropriate street right-of-way dedication and vacation for a cul-de-sac at the eastern terminus of St. Christopher Lane per City Standard 123.
- d. Additional right-of-way dedication for a proposed bus turnout on Cottonwood Avenue per City Standard 121.

**CONDITIONS OF APPROVAL**  
**PA13-0002 TENTATIVE PARCEL MAP**  
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**TRANSPORTATION ENGINEERING DIVISION**

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

**GENERAL CONDITIONS**

- TE1. Perris Boulevard is classified as a Divided Arterial – Six Lane (110’RW/86’CC) per City Standard Plan No. 103C. Any improvements to the roadway shall be per City standards.
- TE2. Cottonwood Avenue is classified as a Minor Arterial (88’RW/64’CC) per City Standard Plan No. 105A. Any improvements to the roadway shall be per City standards.
- TE3. St. Christopher Lane is classified as a Local Street (56’RW/36’CC) per City Standard Plan No. 108A. Any modifications or improvements undertaken by this project shall be consistent with the City’s standards for this facility.
- TE4. Driveways shall conform to Section 9.11.080, and Table 9.11.080-14 of the City’s Development Code – Design Guidelines and City of Moreno Valley Standard No. 118C for commercial driveway approach. Phased access shall be the following:
- Phase 1: Reconstruct existing St. Christopher Lane driveways, construct new St. Christopher Lane driveway at the end of cul-de-sac. Construct new Cottonwood Avenue driveway to align with proposed Watson Way.
  - Phase 2: Remove two existing westerly Cottonwood Avenue Driveways and construct new driveway at approximately 450’ from centerline of Perris Boulevard.
- TE5. The cul-de-sac at the eastern terminus of St. Christopher Lane shall be designed and constructed per City Standard Plan No. 123 or 124
- TE6. A bus bay per City Standard Plan No. 121 shall be designed for eastbound Cottonwood Avenue, just east of Perris Boulevard.
- TE7. Conditions of approval may be modified or added if a revised map is submitted for this development.

## RESOLUTION NO. 2015 - XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DENYING THE APPEAL AND SUSTAINING THE DECISION OF THE PLANNING COMMISSION TO ADOPT A NEGATIVE DECLARATION PER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVE P12-051 MASTER SITE PLAN AMENDED CONDITIONAL USE PERMIT (ASSESSOR'S PARCEL NUMBERS 479-200-037 & 038, 479-200-003, & 033 & 034)

WHEREAS, the applicant, Lord Architecture, Inc., filed an application for the approval of P15-051 Master Site Plan, Amended Conditional Use Permit, a proposal for the future phased build out of the St. Christopher Church site; and

WHEREAS, the application was evaluated in accordance with established City of Moreno Valley procedures, and with the consideration of the General Plan and other applicable regulations; and

WHEREAS, an environmental assessment, including an Initial Study completed in September 2013 prepared to address the environmental impacts associated with the Tentative Parcel Map 36522 (PA13-0002) and the Master Site Plan (Amended Conditional Use Permit, P12-051) and a Negative Declaration was recommended pursuant to the California Environmental Quality Act (CEQA), as there was no evidence that the proposed development applications, as designed and conditioned, would have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole; and

WHEREAS, upon completion of a through development review process the application was appropriately agendized and noticed for a public hearing before the Planning Commission on October 24, 2013; and

WHEREAS, on October 24, 2013, the Planning Commission held a public hearing in accordance with applicable law; and approved P12-051 Master Site Plan, Amended Conditional Use Permit and

WHEREAS, at said public hearing, the Planning Commission carefully reviewed and considered all the evidence presented in connection with the hearing on the project, including but not limited to the staff report, all written and oral testimony presented, and voted 5-0, with one Commissioner absent, to adopt a Negative Declaration and to approve the project; and

WHEREAS, on November 8, 2013, Roy Bleckert filed an appeal (of the Planning Commission's decision to approve the project) with the Community & Economic Development Department; and

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Date Adopted: November 10, 2015



WHEREAS, subsequent to the filing of the Appeal, the City by mutual agreement, engaged in several meetings with the Appellant, the Applicant and jointly with the Appellant and Applicant to address and resolve the concerns of the Appellant; and

WHEREAS, to date no mutual agreement between the parties has been achieved and therefore final consideration of the matter is desired; and

WHEREAS, required public notice of the public hearing on the Appeal was properly noticed in the Press Enterprise on October 28<sup>th</sup>, 2015; and

WHEREAS, the City Council conducted a public hearing on November 10, 2015; and

WHEREAS, the City Council has found the evidence presented sufficient and appropriate to uphold the decisions of the Planning Commission as further disclosed below; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the St. Christopher project applications P12-051 and PA13-0002 are subject to certain fees, dedications, reservations and other exactions as provided herein.

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

- A. This City Council hereby finds that all of the facts set forth above in this Resolution are true and correct.
- B. Based upon substantial evidence presented to this City Council during the above-referenced public hearing on November 10, 2015, including written and oral staff reports, and the record from the public hearing, this City Council hereby finds as follows:
  1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The proposed Master Site Plan is consistent with the General Plan and the Office (O) and Residential 5 (R5) zone which allow for church facilities. As designed and conditioned, the proposed project will be consistent and does not conflict with the goals, objectives, policies and programs of the General Plan.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

FACT: The proposed project is located within the Office and Residential 5 zone which allows the church use with the approval of

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Date Adopted: November 10, 2015

a Conditional Use Permit. As proposed, the project complies with all applicable zoning and Municipal Code requirements.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The project is a Master Site Plan on an infill site in an urban setting. As designed and conditioned, the proposed project will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity. An initial study of the potential environmental impacts associated with the project was prepared in accordance with the provision of the California Environmental Quality Act (CEQA). Based on the initial study, it was determined that the project will not result in significant environmental impacts and therefore adoption of a Negative Declaration remains the recommended environmental document.

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

FACT: The Master Site Plan will include current and future development completed in five phases. New construction will be required to submit a Plot Plan for review to ensure consistency with the existing structures. Off-site street improvements, landscaping and parking will be provided and constructed per City's standards. The proposed use would be in conformance with the existing surrounding development and is consistent with all applicable goals, objectives, policies and programs of the General Plan and the City's Municipal Code.

### **C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS**

1. Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

## 2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for P12-051, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d) (1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution 2015-XX. A Resolution of the City Council of the City of Moreno Valley, California denying the appeal and sustaining the decision of the Planning Commission to adopt a Negative Declaration per the California Environmental Quality (CEQA) and Approve P12-051 Master Site Plan Amended Conditional Use Permit, (Assessor's Parcel Numbers 479-200-037 & 038, 479-200-003, & 033 & 034) into one 9.51 acre parcel, subject to the attached conditions of approval included as Exhibit A, HEREBY APPROVING the project.

APPROVED AND ADOPTED this 10<sup>th</sup> day of November, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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Resolution No. 2015 - XX  
Date Adopted: November 10, 2015

Attachment: Proposed Resolution for P12-051 MSP, ACUP [Revision 5] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING

**RESOLUTION JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2015 - XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10th day of November, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

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Resolution No. 2015 - XX  
Date Adopted: November 10, 2015

Attachment: Proposed Resolution for P12-051 MSP, ACUP [Revision 5] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING

Exhibit A

CITY OF MORENO VALLEY  
CONDITIONS OF APPROVAL  
P12-051 MASTER SITE PLAN  
(AMENDED CONDITIONAL USE PERMIT)  
APN: 479-200-003, 033, 034, 037& 038

APPROVAL DATE: November 10, 2015  
EXPIRATION DATE: November 10, 2018

- Planning (P), including School District (S), Post Office (PO), Building (B), Police (PD)
- Fire Prevention Bureau (F)
- Public Works, Land Development (LD)
- Financial & Management Services, Special Districts (SD)
- Public Works – Transportation Engineering (TE)

COMMUNITY DEVELOPMENT DEPARTMENT

Planning Division

For questions regarding any Planning condition of approval, please contact the Planning Division at (951) 413-3206.

GENERAL CONDITIONS

- P1. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)
- P2. In the event the use hereby permitted ceases operation for a period of one (1) year or more, or as defined in the current Municipal Code, this permit may be revoked in accordance with provisions of the Municipal Code. (MC 9.02.260)

\*Revised at Planning Commission  
\*\*Revised at City Council

**Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):**

R - Map Recordation	GP - Grading Permits	CO - Certificate of Occupancy or building final
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

**Governing Document (see abbreviation at the end of the affected condition):**

GP - General Plan	MC - Municipal Code	CEQA - California Environmental Quality Act
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape Development Guidelines and Specs
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform Building Code
	SBM - Subdivision Map Act	

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Resolution No. 2015 - XX  
Date Adopted: November 10, 2015

Attachment: Exhibit A COAs P12-051 MSP CUP [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION)?S

**CONDITIONS OF APPROVAL  
P12-051 MASTER SITE PLAN  
PAGE 8**

- P3. The site shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Planning Official. (MC 9.14.020)
- P4. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)
- P5. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)
- P6. Any signs indicated on the submitted plans are not included with this approval. Any signs, whether permanent (e.g. wall, monument) or temporary (e.g. banner, flag), proposed for this development shall be designed in conformance with the sign provisions of the Development Code or approved sign program, if applicable, and shall require separate application and approval by the Planning Division. No signs are permitted in the public right of way. (MC 9.12)
- P7. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

Special Conditions

- P8. The site has been approved for a Master Site Plan (Amended Conditional Use Permit) for the existing church site. A change or modification shall require separate approval.
- P9. The church will be utilizing the existing buildings as offices, meeting rooms and classrooms. This use is in conjunction with the church and does not include regular elementary, middle, high or college school activities. (A separate conditional use permit is required for private schools).
- P10. \*Church services and assembly meetings may be held in only one building at a time to ensure adequate parking.
- P11. The existing building on the south east portion of the site shall be used for storage purposes only. Any assembly use is prohibited.
- P12. Tentative Parcel Map 36522 shall be recorded prior to Phase 1.
- P13. The proposed Water Quality Basin shall be completed with Phase 1 prior to any Phase

**CONDITIONS OF APPROVAL  
P12-051 MASTER SITE PLAN  
PAGE 9**

1 building final or certificate of occupancy.

P14. \*There shall be a minimum of 361 parking stalls on the site at all times. At Phase 4 the parking number shall increase to 395.

P15. The site will be developed in five (5) phases with an Amended Plot Plan application processed for each proposed building or site modification.

Phase 1

- A Water Quality Retention Basin will be constructed and completed per the approved plans prior to occupancy/building permit final of the McGivney House or the new meeting room adjacent to the existing McGivney House.
- Saint Christopher Lane will be constructed with a new cul-de-sac per the approved site plan.
- A 6 foot decorative block wall will be constructed along the east property line a minimum of 200 feet from the south property line north, the south property line and along the west property line adjacent to the new water quality detention basin.
- Renovate the existing McGivney House changing the use from single family residential to office/meeting rooms.
- Construct a new 2,100 square feet meeting room adjacent to the McGivney House.
- Provide off-site improvements along Saint Christopher Lane and Cottonwood Avenue as conditioned.
- Provide new on-site parking, landscape and circulation improvements as related to the new on-site construction in Phase I.

Phase 2

- Construct a new multi-purpose building/parish hall on the northwest corner of the site.
- Revise parking and landscaping to accommodate the new facility.
- Provide off-site improvements along Cottonwood Avenue including a bus bay, removal, relocation and new driveways per City Standards and underground utilities as required.
- Provide a new landscaped median along Perris Boulevard from Saint Christopher Land to Cottonwood Avenue per City Standards.

Phase 3

- Remove the existing old sanctuary and replace with a new parish administration center including landscaping as necessary.

Phase 4



**CONDITIONS OF APPROVAL  
P12-051 MASTER SITE PLAN  
PAGE 10**

- Demolish existing office, classroom and residence buildings located on the north east portion of the site and the storage building at the far southeast of the site.
- Construct two religious education buildings and an administration building on the north east portion of the site.
- Provide new parking, landscaping, garden areas and pedestrian walkways.
- Construction of a six foot high solid Decorative Block Wall along the east property line from Cottonwood Avenue (3 feet max in the front building setback) to meet the existing block wall at the south.
- Construct basketball courts.
- Revise the existing Water Quality Detention Basin to be used as a basin and athletic field.
- Include future pads and utilities for two future buildings.

Phase 5

- Construct two religious education buildings.

Prior to Issuance of Grading Permits

- P16. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, no further disturbance shall occur until the County Coroner has made necessary findings as to origin. If the County Coroner determines that the remains are potentially Native American, the California Native American Heritage Commission shall be contacted within a reasonable timeframe to identify the "most likely descendant." The "most likely descendant" shall then make recommendations, and engage in consultations concerning the treatment of the remains (California Public Resources Code 5097.98). (GP Objective 23.3, CEQA)

- P17. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

**CONDITIONS OF APPROVAL  
P12-051 MASTER SITE PLAN  
PAGE 11**

- P18. (GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property and City right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be shown on the plan, be a minimum size of 24 inch box, and meet a ratio of three replacement trees for each mature tree removed or as approved by the Planning Official. (GP Objective 4.4, 4.5, DG)
- P19. (GP) Prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Planning Division, and Public Works Department – Special Districts for review and approval by each division. (GP - Circulation Master Plan) Timing of installation shall be determined by PW- Special Districts.
- P20. (GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Planning Division for review and approval.
- P21. (GP) Decorative pedestrian pathways across circulation aisles/paths shall be provided throughout the development to connect dwellings with open spaces and/or recreational uses or commercial/industrial buildings with open space and/or parking and/or the public right-of-way. The pathways shall be shown on the precise grading plan. (GP Objective 46.8, DG)
- P22. (GP) Prior to the issuance of building permits, the site plan shall show decorative concrete pavers for all new driveway ingress/egress locations of the project.
- P23. (GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:
- A. A maximum 6 foot high solid decorative block perimeter wall with pilasters and a cap shall be required adjacent to all residential zoned areas.
  - B. A 3 foot high decorative wall, solid hedge or berm shall be placed in any setback areas between a public right of way and a parking lot for screening.
  - C. Any proposed retaining walls shall also be decorative in nature, while the combination of retaining and other walls on top shall not exceed the height requirement.
  - D. Walls and fences for visual screening are required when there are adjacent residential uses or residentially zone property. The height, placement and design will be based on a site specific review of the project. All walls are subject to the approval of the Planning Official. (DC 9.08.070)

**CONDITIONS OF APPROVAL  
P12-051 MASTER SITE PLAN  
PAGE 12**

**PRIOR TO BUILDING PERMITS**

- P24. (BP) Prior to issuance of building permits, the Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping. (GP Objective 43.30, DG)
- P25. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)
- P26. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)
- P27. (BP) Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)
- P28. (BP) Prior to issuance of any building permits, final landscaping and irrigation plans shall be submitted for review and approved by the Planning Division. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards

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and shall include:

- A. A three (3) foot high decorative wall, solid hedge or berm shall be placed in any setback areas between a public right of way and a parking lot for screening.
  - B. Finger and end planters with required step outs and curbing shall be provided every 12 parking stalls as well as at the terminus of each aisle.
  - C. Diamond planters shall be provided every 3 parking stalls.
  - D. Drought tolerant landscape shall be used. Sod shall be limited to gathering areas.
  - E. Street trees shall be provided every 40 feet on center in the right of way.
  - F. On-site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of the perimeter of a parking lot and per thirty linear feet of a building dimension for the portions of the building visible from a parking lot or right of way. Trees may be massed for pleasing aesthetic effects.
  - G. Enhanced landscaping shall be provided at all driveway entries and street corner locations
  - H. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view.
  - I. Landscaping on three sides of any trash enclosure.
  - J. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question.
- P29. Prior to the issuance of building permits, landscape and irrigation plans for areas maintained by the Property Owner shall be submitted to the Planning Division. All landscape plans shall be approved prior to the release of any building permits for the site. The plans shall be prepared in accordance with the City's Landscape Development Guidelines. Landscaping is required for the sides and or slopes of all water quality basin and drainage areas, while a hydroseed mix with irrigation is acceptable for the bottom of the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Planning Official is required to secure all water quality and detention basins.
- P30. (BP) Prior to the issuance of building permits, the master site plan shall include landscape for trash enclosures to include landscape on three sides, while elevation plans for trash enclosures shall be provided that include decorative enhancements such as an enclosed roof and other decorative features that are consistent with the architecture of the proposed buildings on the site, subject to the approval of the Planning Division.

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- P31. (BP) Prior to the issuance of building permits, the elevation plans shall be revised to include decorative lighting sconces on all sides of the buildings of the complex facing a parking lot, courtyard or plaza, or public right of way or open space to provide up-lighting and shadowing on the structures. Include drawings of the sconce details for each building within the elevation plans.
- P32. (BP) Prior to the issuance of building permits, the plot plan shall include decorative concrete pavers for all driveway ingress/egress locations for the project

PRIOR TO CERTIFICATE OF OCCUPANCY

- P33. (CO) Prior to issuance of Certificates of Occupancy or building final, the required landscaping and irrigation shall be installed. (DC 9.03.040)
- P34. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Planning Division. (MC 9.080.070).
- P35. (BP/CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be inspected by the Planning Division. All on-site and common area landscaping shall be installed in accordance with the City's Landscape Standards and the approved project landscape plans and all site clean-up shall be completed.

Building and Safety Division

- B1. New buildings/structures shall comply with the current California Building Standards Code (CBC, CEC, CMC, CPC and Green Building Standards) as well as City ordinances. Plans shall be submitted to the Building and Safety Division as a separate submittal and shall include a soils report at time of first submittal. Beginning on January 1, 2014, the 2013 CBC will become effective for all new building permit applications.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING.

- B2. Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building and Safety Division for review prior to final inspection and

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building occupancy. The CD will become the property of the Moreno Valley Building and Safety Division at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

- B3. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

- S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

- PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

- PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (DC 9.08.080)
- PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

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- a. The name (if applicable) and address of the development.
- b. The developer's name, address, and a 24-hour emergency telephone number. (DC 9.08.080)

- PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact information Form for the project shall be completed at the permit counter of the Community and Economic Development Department - Building Division for routing to the Police Department. (DC 9.08.080)
- PD4. Addresses needs to be in plain view visible from the street and visible at night. It needs to have a backlight, so the address will reflect at night or a lighted address will be sufficient.
- PD5. All exterior doors in the rear and the front of the buildings need an address or suite number on them.
- PD6. All rear exterior doors should have an overhead low sodium light or a light comparable to the same.
- PD7. The exterior of the building should have high-pressure sodium lights and or Metal halide lights installed and strategically placed throughout the exterior of the building. The parking lots should have adequate lighting to insure a safe environment for customers and or employees.
- PD8. All landscape cover should not exceed over 3' from the ground in the parking lot.
- PD9. Bushes that are near the exterior of the building should not exceed 4' and should not be planted directly in front of the buildings or walkways.
- PD10. Trees, which exceed 20', should have a 7' visibility from the ground to the bottom half of the tree. This is so that patrons or employees can view the whole parking lot while parking their vehicles in the parking lot.
- PD11. A monument address is to be located in front of the main entrance.
- PD12. Landscape screening is to be located no closer than six feet from the covered parking spaces.
- PD13. Sufficient lighting is to be provided over all mailbox areas.

**FIRE PREVENTION BUREAU**

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**Standard Conditions shall apply.**

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

- F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.
- F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 2125 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B) . **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**
- F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super fire hydrants (6" x 4" x 2 1/2" x 2 1/2" ) and super enhanced fire hydrants (6" x 4" x 4" x 2 1/2" ) shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 507.5.7 & MVMC 8.36.060 Section K)
- F4. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.2 and 503.2.5)
- F5. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)



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- F6. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)
- F7. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty-four (24) or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])
- F8. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])
- F9. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4)
- F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3)
- F11. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5)
- F12. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)
- F13. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:
- a) Be signed by a registered civil engineer or a certified fire protection engineer;
  - b) Contain a Fire Prevention Bureau approval signature block; and
  - c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire

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hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507.5)

- F14. Prior to issuance of Certificate of Occupancy or Building Final, “Blue Reflective Markers” shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1)
- F15. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)
- F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)
- F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)
- F18. Prior to issuance of a Certificate of Occupancy or Building Final, a “Knox Box Rapid Entry System” shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)
- F19. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental

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- Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 105)
- F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.
- F21. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)
- F22. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060)
- F23. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.060)
- F24. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.
- F25. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated

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- by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with CFC 105 and MVMC 8.36.100.
- F26. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)
- F27. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 105)
- F28. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 105)
- F29. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 105)
- F30. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.8)
- F31. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Chapter 1)
- F32. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)
- F33. Prior to Certificate of Occupancy all locations where medians are constructed and prohibit vehicular ingress/egress into or away from the site, provisions must be made to construct a median-crossover at all locations determined by the Fire

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Marshal and the City Engineer. Prior to the construction, design plans will be submitted for review and approval by the City Engineer and all applicable inspections conducted by Land Development Division.

- F34. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

Attachment: Exhibit A COAs P12-051 MSP CUP [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION)?S

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PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

- LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City’s Municipal Code (MC)
- LD2. (G) Financial security shall be provided for all improvements associated with each phase of development. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5)
- LD3. (G) It is understood that the master plot plan correctly show all existing easements, traveled ways, and drainage courses, and that their omission may require the plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)
- LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.
- LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:
- a. Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.
  - b. Observance of working hours as stipulated on permits issued by the Public Works Department.

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- c. The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.
- d. All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

- LD6. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)
- LD7. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Community and Economic Development Department.
- LD8. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

Prior to Grading Plan Approval or Grading Permit

- LD9. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

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- LD10. (GPA) Prior to grading plan approval, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:
- a. A grading permit shall be obtained from the Public Works Department - Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.
  - b. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.
- LD11. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.
- LD12. (GPA) Prior to grading plan approval for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.
- LD13. (GPA) Prior to grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :
- a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
  - b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
  - c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
  - d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
  - e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.



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A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

- LD14. (GPA) Prior to grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department.

- LD15. (GPA) Prior to grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

- LD16. (GPA) Prior to grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

- LD17. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

- LD18. (GPA) Prior to grading plan approval, the developer shall pay applicable remaining grading plan check fees.

- LD19. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

- LD20. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm

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Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

- LD21. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)
- LD22. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.
- LD23. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Improvement Plan Approval or Construction Permit

- LD24. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.
- LD25. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)
- LD26. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.
- LD27. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.
- LD28. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

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- LD29. (IPA) Prior to approval of the improvement plans, the developer shall pothole to determine the exact location of existing underground utilities. The improvement plans shall be designed based on the pothole field investigation results. The developer shall coordinate with all affected utility companies and bear all costs of utility relocations.
- LD30. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements.
- LD31. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)
- LD32. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.
- LD33. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.
- LD34. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

- LD35. (BP) Prior to issuance of a building permit for each phase of development, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.
- LD36. (BP) Prior to issuance of a building permit for each phase of development, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

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- a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
- b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
- c. The vendor(s) that the applicant proposes to use to haul the materials.
- d. Facility(s) the materials will be hauled to and their expected diversion rates.
- e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled .

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

Prior to Certificate of Occupancy

- LD37. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.
- LD38. (CO) Prior to issuance of a certificate of occupancy in Phase 1, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System (NPDES) as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of certificate of occupancy issuance. Following are the requirements:
- a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
    - i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or

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- ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.
  - b. Notify the Special Districts Division of the intent to request building permits 90 days prior to their issuance and the financial option selected. The financial option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)
- LD39. (CO) Prior to issuance of a certificate of occupancy or building final in the Phase identified in the Special Conditions, the developer shall construct public improvements in conformance with applicable City standards, including but not limited to the following applicable improvements:
- a. Street improvements including, but not limited to: pavement, base, curb, gutter, sidewalk, drive approaches, pedestrian ramps, street light, signing, striping, under sidewalk drains, raised median, landscaping and irrigation, pavement tapers/transitions, traffic control devices as appropriate, bus turnout, removal of power poles, and undergrounding of overhead utilities.
  - b. Storm drain facilities including, but not limited to: catch basin and local depression.
  - c. Under grounding of existing and proposed utility lines less than 115,000 volts.
- LD40. (CO) Prior to issuance of a certificate of occupancy or building final in the Phase identified in the Special Conditions, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)
- LD41. (CO) Prior to issuance of a certificate of occupancy or building final in Phase 1, the applicant shall ensure the following, pursuant to Section XII. I. of the 2010 NPDES Permit:
- a. Field verification that structural Site Design, Source Control and Treatment Control BMPs are designed, constructed and functional in accordance with the approved Final Water Quality Management Plan (WQMP)
  - b. Certification of best management practices (BMPs) from a state licensed civil engineer. An original WQMP BMP Certification shall be submitted to the City for review and approval.

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Prior to Acceptance of Streets into the City Maintained Road System

LD42. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to the end of the one-year warranty period of the public streets at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

SPECIAL CONDITIONS

LD43. Master Plot Plan improvements are proposed over five phases. The Special Conditions of Approval have been separated by phase. The Final Water Quality Management Plan for the overall Master Plot Plan development shall be completed and submitted for review and approval in Phase 1.

LD44. A Precise Grading Plan and Final WQMP shall be submitted for review and approval for each phase of development. Street Improvement Plans shall be submitted for review and approval for public improvements to be completed in Phases 1 and 2. All plans shall be drawn on 24"x36" sheet size. As-Builts of all plans are required prior to occupancy for each phase as identified below.

Phase 1

LD45. The following plans and studies shall be submitted for review and approval in Phase 1.

1. As-Builts of the plans below are required prior to Phase 1 occupancy.

- a. A Precise Grading Plan for the McGivney house remodel and Knights Hall addition including new patio areas, trash enclosure, onsite sidewalk, easterly parking lot improvements including landscaping, fencing, new entry gates, and retention basin including parking lot drainage system improvements that are tributary to the retention basin. The plan shall also show a proposed swale on the undeveloped east side of the property that will convey runoff to the retention basin until such time future phases on the east side of the project develop when more permanent drainage improvements will be required to continue to convey runoff to the retention basin.

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- b. A Street Improvement Plan for the following public street improvements.
    - i. St. Christopher Lane cul-de-sac improvements including pavement, base, curb, gutter, sidewalk, catch basin, local depression, street lights, and driveway approach.
    - ii. St. Christopher Lane replacement of the access ramp located at the northeast corner of Perris Boulevard and St. Christopher Lane with one that complies with current American with Disabilities Act (ADA) standards as well as the re-construction of existing driveway approaches on the north side of the street to comply with City Standard 118C. No decorative pavement shall be placed within the public right-of-way.
    - iii. Cottonwood Avenue improvements from the easternmost entrance to the east project property line including pavement, base, curb, gutter, sidewalk, and temporary asphalt concrete berm taper.
  - c. Signing and Striping Plans and Traffic Control Plans for Cottonwood Avenue as required by the City's Transportation Division.
  - d. Final Drainage Study for the overall Master Plot Plan area as well as for Phase 1 drainage improvements including retention basin.
  - e. Final Water Quality Management Plan for the overall Master Plot Plan area as well as for Phase 1 water quality management plan improvements. Site design and source control BMPs shall be used to the greatest extent before incorporating treatment control BMPs.
  - f. Legal Description and Plat for the vacation of an existing ten-foot wide private drainage easement from St. Christopher Lane to the south property line, as may be required by the City Engineer.
- LD46. Prior to precise grading plan approval, this project shall demonstrate, via a final drainage study, that the increased runoff resulting from all phases of the development of this site is mitigated. During no storm event shall the flow leaving the site in the developed condition be larger than that of the pre-developed condition. The drainage study shall analyze the following events: 1, 3, 6 and 24-hour duration events for the 2, 5, 10 and 100-year storm events.
- LD47. Prior to precise grading plan approval, emergency overflow area shall be included in the design of the proposed retention basin in the event that the drainage improvements fail or larger than 100-year storm flows exceed full capacity. This may include, but not be limited to, an emergency spillway in the retention basin and

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an emergency overflow at any sump catch basin location, particularly on St. Christopher Lane. The developer is responsible for securing any necessary on-site or off-site drainage easements as required for emergency overflow.

- LD48. Prior to precise grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.
- LD49. Prior to precise grading plan approval, the grading plans shall clearly show that the parking lot conforms to City standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. ([www.usdoj.gov](http://www.usdoj.gov)) and as approved by the City's Building and Safety Division.
- LD50. During construction, areas of the parking lot, where the developer proposes to demolish pavement, shall be cordoned off (or equal) after pavement removal to ensure public safety. Perimeter protection of the non-paved areas shall be clearly visible at night.

Phase 2

- LD51. The following plans and studies shall be submitted for review and approval in Phase 2.
2. As-Builts of the plans below are required prior to Phase 2 occupancy.
    - a. A Precise Grading Plan for the new Parish Hall including proposed onsite sidewalk and landscaping around new building perimeter, trash enclosure, fire hydrant, fencing, and new entry gates.
    - b. A Street Improvement Plan for the following public street improvements.
      - i. Cottonwood Avenue improvements consisting of removal of driveway approaches at existing project entrances and replacement with curb, gutter, and sidewalk, construction of new driveway approaches per City Standard 118C at new project entrances (no decorative pavement shall be placed within the public right-of-way), construction of a new bus turnout per City Standard 121, replacement of the access ramp located at the southeast corner of Perris Boulevard and Cottonwood Avenue with one that complies with current ADA standards, and removal of power poles on the south side of Cottonwood Avenue together with the undergrounding of overhead utilities.



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- ii. Perris Boulevard improvements shall consist of construction of a raised, landscaped median between Cottonwood Avenue and St. Christopher Lane with left turn pockets and the removal of power poles on the east side of Perris Boulevard together with the undergrounding of overhead utilities.
  - iii. This project will be conditioned to repair, replace or install any damaged, substandard or missing improvements on Perris Boulevard and Cottonwood Avenue.
  - c. Signing and Striping Plans and Traffic Control Plans for Perris Boulevard as required by the City's Transportation Division.
  - d. Final Water Quality Management Plan for Phase 2 water quality management plan improvements. Site design and source control BMPs shall be used to the greatest extent before incorporating treatment control BMPs.
- LD52. Prior to precise grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.
- LD53. Prior to building permit issuance for the proposed building in Phase 2, developer shall schedule a walk through with a Public Works Inspector to inspect existing improvements within public right-of-way along project frontage. The applicant will be required to install, replace and/or repair any missing, damaged or substandard improvements in addition to the ones identified in these conditions of approval. The developer may need to post additional security to cover the cost of the repairs and complete the repairs within the time allowed in the public improvement agreement used to secure the improvements.

Phase 3

- LD54. A Precise Grading Plan for the new Parish Offices including proposed onsite sidewalk and landscaping around the new building perimeter, shall be submitted for review and approval in Phase 3. As-Built of the Precise Grading Plan is required prior to Phase 3 occupancy.
- LD55. Final Water Quality Management Plan for Phase 2 water quality management plan improvements. Site design and source control BMPs shall be used to the greatest extent before incorporating treatment control BMPs.

Phase 4

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LD56. A Precise Grading Plan for the new Administrative Offices and Religious Education Classrooms including proposed onsite sidewalk and landscaping, promenade and garden area, new patio and plaza areas, easterly parking lot improvements including new landscaping, basketball courts, athletic fields, and fire hydrants shall be submitted for review and approval in Phase 4. As-Built of the Precise Grading Plan is required prior to Phase 4 occupancy.

LD57. Final Water Quality Management Plan for Phase 4 water quality management plan improvements. Site design and source control BMPs shall be used to the greatest extent before incorporating treatment control BMPs.

Phase 5

LD58. A Precise Grading Plan for new Religious Education Classrooms including proposed onsite sidewalk and landscaping, and new patio and plaza areas, shall be submitted for review and approval in Phase 5. As-Built of the Precise Grading Plan is required prior to Phase 5 occupancy.

LD59. Final Water Quality Management Plan for Phase 5 water quality management plan improvements. Site design and source control BMPs shall be used to the greatest extent before incorporating treatment control BMPs.

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TRANSPORTATION ENGINEERING DIVISION

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

GENERAL CONDITIONS

- TE1. Perris Boulevard is classified as a Divided Arterial – Six Lane (110’RW/86’CC) per City Standard Plan No. 103C. Any improvements to the roadway shall be per City standards. Improvements include a landscaped, raised median along project frontage as a part of Phase 2. The raised median shall be constructed from Cottonwood Avenue to a minimum of 100’ south of St. Christopher Lane. The permitted movements at the Perris Boulevard/St. Christopher Lane intersection shall be as follows with the construction of the raised median:
- Northbound Perris Boulevard: Through and Right Turns
  - Southbound Perris Boulevard: Through (No left turns permitted)
  - Westbound St. Christopher Lane: Right Turns (No left turns permitted)
- TE2. Cottonwood Avenue is classified as a Minor Arterial (88’RW/64’CC) per City Standard Plan No. 105A. Any improvements to the roadway shall be per City standards. Communication Conduits and Traffic Signal Interconnect shall be installed along Cottonwood Avenue per City Standard Plan No. 421 as a part of Phase 2.
- TE3. St. Christopher Lane is classified as a Local Street (56’RW/36’CC) per City Standard Plan No. 108A. Any modifications or improvements undertaken by this project shall be consistent with the City’s standards for this facility.
- TE4. Driveways shall conform to Section 9.11.080, and Table 9.11.080-14 of the City’s Development Code – Design Guidelines and City of Moreno Valley Standard No. 118C for commercial driveway approach. Phased access shall be the following:
- Phase 1: Reconstruct existing St. Christopher Lane driveways, construct new St. Christopher Lane driveway at the end of cul-de-sac. Construct new Cottonwood Avenue driveway to align with proposed Watson Way.
  - Phase 2: Remove two existing westerly Cottonwood Avenue Driveways and construct new driveway at approximately 450’ from centerline of Perris Boulevard.
- TE5. The cul-de-sac at the eastern terminus of St. Christopher Lane shall be designed and constructed per City Standard Plan No. 123 or 124

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TE6. Conditions of approval may be modified or added if a revised phasing plan is submitted for this development.

**PRIOR TO IMPROVEMENT PLAN APPROVAL OR CONSTRUCTION PERMIT**

TE7. Prior to final approval of the street improvement plans for Phase 2, a bus bay per City Standard Plan No. 121 shall be designed for eastbound Cottonwood Avenue, just east of Perris Boulevard.

TE8. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE9. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, registered Civil or Traffic engineer may be required for plan approval or as required by the City Traffic Engineer.

TE10. Prior to final approval of the street improvement plans, the project plans shall demonstrate that sight distance at proposed streets and driveways conforms to City Standard Plan No. 125A, B, C.

**PRIOR TO CERTIFICATE OF OCCUPANCY OR BUILDING FINAL**

TE11. (CO) Prior to issuance of a Certificate of Occupancy for Phase 2, the improvements identified in conditions TE1, TE2, and TE7 shall be constructed per the approved plans to the satisfaction of the City Engineer.

**PRIOR TO ACCEPTANCE OF STREETS INTO THE CITY-MAINTAINED ROAD SYSTEM**

TE12. Prior to acceptance of streets into the City-maintained road system, all approved signing and striping shall be installed per current City Standards and the approved plans.

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**FINANCIAL & MANAGEMENT SERVICES DEPARTMENT**

Special Districts Division

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project P12-051; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Financial & Management Services Department 951.413.3480 or by emailing [specialdistricts@moval.org](mailto:specialdistricts@moval.org).

General Conditions

- SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.
- SD-2 Plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District Zone M, shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. To obtain a copy of these guidelines, please contact the Special Districts Division at 951-413-3480 or visit the Special Districts webpage at [www.moval.org/sd](http://www.moval.org/sd).
- SD-3 The developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscape maintenance for a period of one (1) year as per the *City of Moreno Valley Public Works Department Landscape Design Guidelines*, or until such time as the District accepts maintenance responsibilities.
- SD-4 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

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- SD-5 Plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)
- SD-6 Inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)
- SD-7 Streetlight Authorization forms, for all streetlights that are conditioned to be installed as part of this project, must be submitted to the Special Districts Division for approval, prior to streetlight installation. The Streetlight Authorization form can be obtained from the utility company providing electric service to the project, either Moreno Valley Utility or Southern California Edison.

Prior to Building Permit Issuance

- SD-8 (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of major thoroughfares and/or freeway improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)
- SD-9 (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for Public Safety services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)
- SD-10 (BP for Phase I) This project is conditioned to provide a funding source for the capital improvements and/or maintenance for the Perris Blvd. median

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landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

- a. Participate in a ballot proceeding for improved median maintenance and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
- b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The financial option selected shall be in place prior to the issuance of certificate of occupancy.

SD-11 *Commercial* (OC for Phase I) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a certificate of occupancy and the financial option selected to fund the continued maintenance. (California Government Code)

SD-12 (BP) Prior to the issuance of the first building permit for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate in place at the time of payment, as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council.

The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C programs.

Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

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- SD-13 (BP) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a Covenant of Assessments for each assessable parcel therein, whereby the developer covenants the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Covenant of Assessments shall be submitted to the Special Districts Division. For a copy of the Covenant of Assessments form, please contact Special Districts, phone 951.413.3480.
- SD-14 (BP for Phase II) Final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community and Economic Development Department–Planning Division, the Financial & Management Services Department–Special Districts Division, and the Public Works Department–Transportation Division prior to the issuance of the first Building Permit in Phase II.

Prior to Certificate of Occupancy

- SD-15 (CO for Phase II) All parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project in Phase II.
- SD-16 (CO) Landscape and irrigation plans for parkway, median, slope, and/or open space landscape areas designated for incorporation into Moreno Valley Community Services District shall be placed on compact disk (CD) in pdf format. The CD shall include "As Built" plans, revisions, and changes. The CD will become the property of the City of Moreno Valley and the Moreno Valley Community Services District.





Community & Economic Development Department  
Planning Division  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552-0805  
(951) 413-3206  
(951) 413-3210 FAX

# PROJECT APPLICATION

No.:

Application must be completely filled out to be accepted.

## TYPE OF APPLICATION

(One Application Form Required for Each Type of Application)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Administrative Plot Plan       | <input type="checkbox"/> Development Agreement      | <input type="checkbox"/> Specific Plan   |
| <input type="checkbox"/> Administrative Variance        | <input type="checkbox"/> Development Code Amendment | <input type="checkbox"/> Specific Plan Amendment   |
| <input type="checkbox"/> Amended Conditional Use Permit | <input type="checkbox"/> Extension of Time          | <input type="checkbox"/> Tentative Parcel Map  |
| <input type="checkbox"/> Amended Plot Plan              | <input type="checkbox"/> General Plan Amendment     | <input type="checkbox"/> Tentative Tract Map   |
| <input type="checkbox"/> Change of Zone                 | <input type="checkbox"/> Plot Plan                  | <input type="checkbox"/> Variance  |
| <input type="checkbox"/> Conditional Use Permit         | <input type="checkbox"/> Pre-Application Review     | <input checked="" type="checkbox"/> Other <u>Appeal PA13-0</u><br><u>P12-125/P12-051</u> |

## APPLICATION INFORMATION

Project/Business Name (if any):

Project Description:

Property Address/Location:

Assessor's Parcel Number(s):

Gross Area:	Net Area:	Proposed # of Lots/Parcels:	Proposed # of Residential Units:
Related Application(s):	Specific Plan Name/No:		

## CONTACT PERSONS

**APPLICANT** Name: Roy Buckner Telephone: (951) 242-539  
 Address: P.O. Box 217 Fax No. ( )  
 City: M.V. State: CA Zip: 92556 E-mail Address:  
 Contact Person: ROY OF PATE BUCKNER

**OWNER** Name: Telephone: ( )  
 Address: Fax No. ( )  
 City: State: Zip: E-mail Address:  
 Contact Person:

**REPRESENTATIVE** Name: Telephone: ( )  
 Address: Fax No. ( )  
 City: State: Zip: E-mail Address:  
 Contact Person:

APPLICATION CONTINUES ON REVERSE

Attachment: Appeal 11-8-13 RB [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,

DISTRIBUTE APPEAL & PHOTO'S & ATT.

11-7-15

E.1.f

TO: ALL CITY COUNCIL MEMBERS 5  
ALL PLANNING COMMISSIONERS 7  
MICHELLE DAWSON  
SUZANNE BRYANT  
JOHN TERRELL  
AHMAD ANSARI  
ABDUL AHMAD  
CHRIS DRMSBY  
ERIC LEWIS  
CLEMENT JIMENEZ  
MARK SAMBITO  
RANDY METZ  
MICHAEL ~~CLAY~~ LLOYD  
JULEA DESCOTEAUX

X5

To: City Council City of Moreno Valley Ca  
 From: Roy Bleckert  
 P.O. Box 217  
 Moreno Valley Ca 92556  
 Ph 951-242-5397  
 Subject: Appeal of PA 13-0002 PM 36522  
 P12-051 Master Plan

11-7-2013

Dear City Council Members

Reasons for appeal of St. Christopher Church Project

### Concerns

In my view, We should start the analysis of any project with the thought of "First Do No Harm", with that in mind, I have many concerns with the above project including but not limited to Parking issues, Traffic Conditions, Flooding Problems, Phasing, Environmental Impact, Land Merger, Easterly Block Wall, Stock piling of dirt, Conditional Use Permit, Community Safety, Good & Sensible Planning. There were many concerns raised @ the Planning Commission Meeting that need to be dealt with in a manner that would mitigate the current problems & to prevent an even worse situation in multiple areas with the proposed expansion & renovation on the church property in my view.

### Parking

For the past 30 years as The Church Parish has grown & the parking issue on Sundays has been increasing at a great amount every year, to the point of tripling the parking that was required when the latest sanctuary building was built 30 years ago.

209 parking spaces were adequate when the sanctuary was built in 1984 & remodeled in 1991 with 321 parking spaces & a capacity of 964 assembly as was used for the specs for determining parking spaces on the proposal using the 1991 addition per my understanding ( I wonder how they determined this if the 1991 records are missing? ) as submitted in the plans.

This is very inadequate for what is being used today ( pics A-F)

It would appear the sanctuary has been modified from when it was built because my observation on site @ 10-20-13 (att AA) that there were approx. 2,045 parishioners @ the 12 p.m. service 1845 in sanctuary with all the pews filled salon 13 & 15 rooms filled plus people standing in the halls & doorways (pics G) 150 parishioners in the parish hall pics G, H ( which is not to be in use when the sanctuary is in use per City Planner Julia )

Using good planning per [www.frugalmom.com](http://www.frugalmom.com) you should average 3 weeks' worth of cars to determine parking spaces required , doing this from 10-6 to 10-20-2013 I came up with 679 cars average & this squares with the 2,045 people in attendance if you use the city standard of 1 parking spot for every 3 in attendance per current City Standard .

It is my understanding that if you modify, expand, alter the Sanctuary Building it will be required to the new code, it would appear that the Sanctuary building was modified as the old specs were 964 capacity to holding 1,845 parishioners now , also the existing Sanctuary is 18,577 s.f (att CC) In Phase 1 the Sanctuary is expanding to 18,920 s.f , these are two potential actions that would cause the Sanctuary building to be required to meet the new code

If you use Moreno Valley Municipal Code based just off of current usage of the Sanctuary @ 1,845 parishioners (att AA) 614 Parking spaces or 540 parking spaces using the building s.f. method , would be required just for the Sanctuary building which would still be short of the average Sunday usage & considering they are using the parking from 6 a.m. to 9 p.m. with 7 services a day on Sunday there is a extremely high demand for parking

How it was determined that approx. 360 parking spaces required under the current code for the current Sanctuary Building @ the Planning Commission Hearing is still a mystery to me , given this only about half of the parking spaces needed every Sunday

This does not factor in the parish building which is being used currently by closed circuit T.V. broadcasting the Sanctuary Building services to handle the over flow crowd.

Per current usage the Parish building is not to be used currently per my understanding, but it is and they are going to build a new parish building twice as big and not use it per special condition p.10 ? (att EE)

Chairwoman Van Natta made a great point @ the 44 min mark of the hearing in response to John Terrell's comment that the Church is not expanding capacity, so parking is not to increase

To paraphrase, Chairwoman Van Natta - Your stretching my understanding, Turn Parishioners away, that is not going happen, How are you going to enforce using one building @ a time. As the Facilities are there , They are Going to Get Used

John Terrell - the City suggests more services

{

Chairwoman Van Natta- Why are we setting it up for Failure

I could not have said it better myself

The addition of the 7 p.m. service has not relieved the parking issue as on 11-3-2013 they still had approximately 700 cars @ the 12 p.m. service & possibly made the situation worse as now it has just added additional parishioners very late @ night

In my view this whole parking issue does not pass the logic or common sense test

### **Parking & Traffic Impact**

Per this plan there is a Big potential adverse impact per development plans submitted, as soon as phase 1 is started to completion of the project, it throws approx. 200 plus cars parked onsite to offsite parking as shown in (attFF)

Per Resolution 2012-95 St Christopher parking permit vandalism, trash among other things were caused by offsite parking of approx 40 cars , this plan would put approx. 200 plus cars parked on site to offsite parking, would this not cause a 5 times greater problem?

The suggestion is that they add more services has the very real potential to make a untenable situation even worse as they are having services with people arriving from 6 a.m. to 9 p.m. with 7 services on Sunday causing cars to be stacked on top of each other backing up traffic on Cottonwood , as to many cars trying to get out @ the same time as you have cars leaving & arriving to close to each other

Going from 5 entrances to 2 on Cottonwood will potentially make this worse , without a traffic signal on the east entrance & or a island on Cottonwood & north side of Cottonwood Street Improvements included in this project

Also notwithstanding the legality of parking ( to my understanding is illegal) to park in the dirt lot across the street it raises safety concerns of people crossing in the middle of Cottonwood Ave all day (pic I ) especially as they keep adding services later in the night time hours

The need to eliminate the parking area that is isolated on the corner of Perris Blvd. & St. Christopher Lane would go a long way toward lessening the traffic condition F on that street , & with some forethought & cooperation the buildings can be arranged in a manner to fit the needs of all & improve traffic flow

### **Retention Basin & Flooding**

If the dirt that has been hauled in & *re graded* were removed from the south east end of the property it would solve a lot of the St Christopher Ln. flooding problems in my view

In my layman's opinion design of the retention basin is not adequate based on my onsite observations & measurements it could easily be overrun & water @ or above the

freeboard line could back up water significantly on St. Christopher Ln. & the spillway exit is not consistent with flow from historical markers in place for approx. 50 years & have been discussed with the City & Applicants Engineers in several meetings

### **Phasing**

The current project as proposed is to be done in five phases , allowing 3 years for each phase plus 3 extensions per phase giving it the potential that this project could go on 60 years, severely limiting the City's ability to address seen or unforeseen impacts & mitigate things a project of this magnitude can produce

If this was a single phase project that would give the applicant 3 years to build the project plus 3 extensions for a total of 12 years to complete the project, a very reasonable time frame to complete this project & would allow the City greater flexibility to address any conditions seen or unforeseen that might arise & allow the neighborhood an avenue to address concerns that may arise in a timely manner

### **Environmental Impact**

They story the applicants gave @ the hearing about the removal of underground tanks takes stretching to a whole new level in my view

The removal of the tanks is @ issue especially since it has been mentioned this may be a school site & with schools nearby ( pic J,K,L )

7 foot holes shown in the grading plan and what might have been dumped in them could pose a hazard

I feel the negative declaration is not correct & the requirement of a E.I.R. should be explored

### **Easterly Block Wall**

The 400 feet of Required Block wall to be built in phase 4 .it should be moved to phase 1

The Church from about the time they bought the most easterly property in 2007 until about 6

months ago used that property as a Construction/Contractor yard (pics M,N) that provided a buffer of church usage which is not compatible with Current usage of my property , plus it will shift cars further eastward more likely to cause conflict's as the

man made barrier was removed by the church (The Construction Co. Yard ) about six months ago & the elimination of about 240 temporary parking spots in phase 1 , has the potential to move temporary parking right up against our common property line

My reading of the plans the retention basin design with the way it is @ free board line water could flow into my property which per JMS existing drainage pattern it does not do presently (att HH)

The issue of changing Pad Grades substantially from the preliminary grading plan does not make much sense to me as the proposed elevation on the top building pads facing Cottonwood are a appox. A foot & a half above the top of curb @ the end of Cottonwood & the bottom building pads 300 South are appox. the same height as top of curb with appox. Three feet of fill dirt in that area the odds of it requiring the building pads to be any higher would be extremely remote, if anything they would be lower in the precise grading plan in later phases & that would provide more than 6 feet of screening if the block wall were built in proposed phase 1, making it a non-issue

The point that was brought up by the applicant, that maybe a rich donor would drop 10 million dollars to have buildings named after themselves & might want building pads modified , if in the rare case that did happen I hardly think removing \$20,000 worth of wall would stop that and could be removed & rebuilt to accommodate them

To minimize conflicts and keep established drainage & provide adequate screening , it would be in the best interest of all parties to put all of the required block wall in phase 1

### **Lot Merger**

Since the easterly church parcel was used up until appox 6 months ago as a construction/contractor yard merging the parcels as a church use does not make sense as being a church usage

My reading of MV , Municipal code 9.14.080 b talks about subdivisions & phasing & how this qualifies for phasing as this is a merger per M.C. 9.14.170 & Ca subdivision act 66423, 66424 defines subdivision & subdivider as division of lots not merger as I read it

### **Stock Piling of Dirt**

Under certain conditions of grading this project a substantial portion of the approximately 7,000 c,y of dirt in the retention would have to be stock piled or hauled offsite , a special condition needs to be put in that only allows stock piling of dirt for 30 days

### **Conditional Use Permit**

It is my understanding of a conditional use permit is to be used for circumstances like this project to have a cohesive design that factors in the current & proposed use of the property & that the property has the ability to accommodate the usage that is proposed ,in my view they are already severely exceeding parking capacity with current usage & the proposed changes only make the situation worse

### **Conclusion**

It is not one or two issues that are in question here but the totality of the issues above. The multitude of concerns brought up by the many residents & Planning Commissioners @ the 10-24-2013 hearing caused many more questions that were raised than were answered. This project fails on all the above accounts in my view to the Letter or Intent of the Law, Good planning practices, being good neighbors & having a cohesive community & If we do not correct things such as parking, traffic, flooding, phasing & other issues at this time & allow expansion on top that , are we not compounding the adverse impact on the community & setting this project up for failure

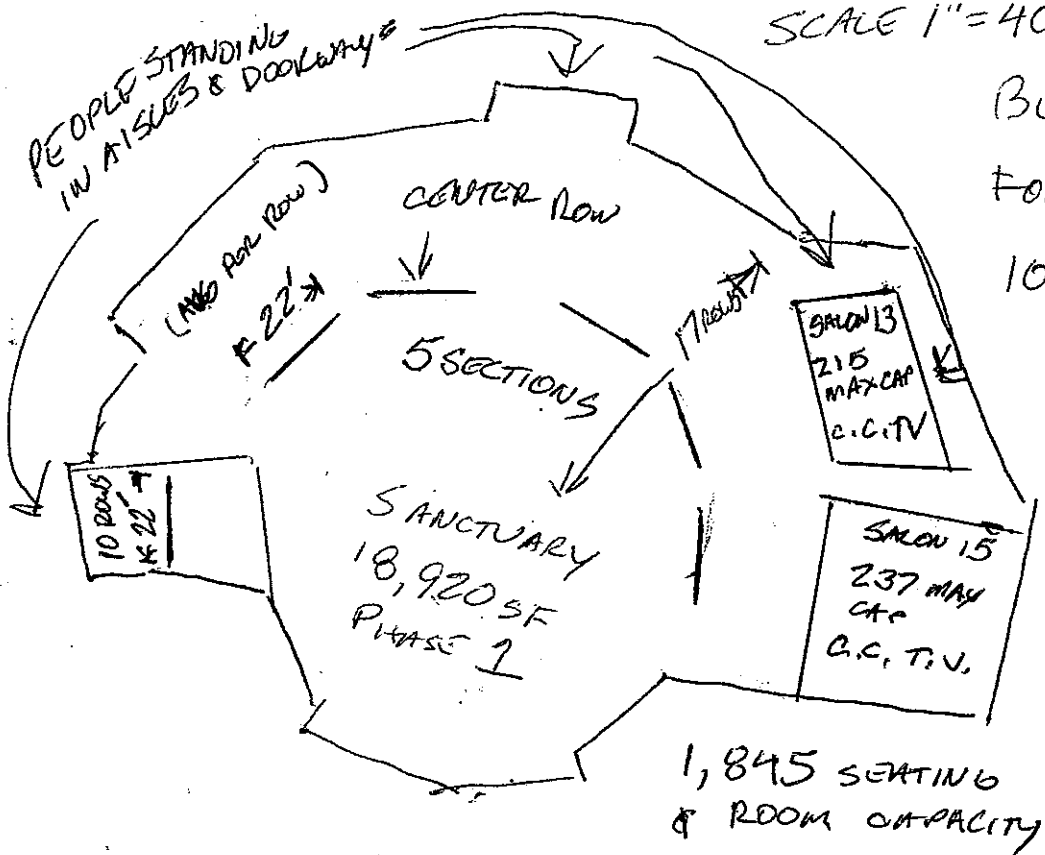
Respectfully submitted  
Roy Bleckert

Included

pictures A-N  
attachments AA-GG  
Municipal Code & Ca subdivision act 3 pages



SCALE 1" = 40'



BUILDINGS IN USE FOR WORSHIP ON 10-20-13 @ 12:00 P

PARISH C.C. T.V.,  
HALL  
8,192 S.F.  
8,192 + 35 =  
234 PARKING SPACES PER M.C.

$22' \times 15' \times 17 = 1870$  L.F. PEWS  
 $22' \times 10 = 220$  L.F. PEWS  
 2090 L.F. TOTAL PEWS

APPROX 150 IN PARISH HALL  
  
 APPROX 2045 PARISHIONERS @ 12: PM

$2090 \div 4.5' = 464$  PARKING SPACES  
 $SALON 13, 15 CAP 452 \div 3 = 150$  PARKING SPACES  
 614 PARKING SPACES PER CITY MUNICIPAL CODE (TABLE 9.11.040D-12) PLACES OF WORSHIP

Per City M.C. 9.11.030.B & 9.11.040D-12

GROSS FLOOR AREA IN SANCTUARY:  
 $18,920$  SF.  $\div 35 = 540$  PARKING SPACES

PER M.C. USE THE GREATER OF THE 2 =  
 614 PARKING SPACES REQUIRED PER MY CAUCS IN SANCT.  
 BETWEEN THE TWO BUILDINGS IN USE ON 10-20-13  
 848 PARKING REQUIRED PER M.C. PER MY CAUCS

Attachment: Appeal 11-8-13 RB [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,

PARKING NOTES

10-6-13 PARKING 12 PM

PAVED PARKING	361
SLAG PARKING	258
OFFSITE	156
TOTAL	<u>775</u>

10-13-13

PAVED PARKING	361
SLAG PARKING	187
OFFSITE	78
TOTAL	<u>626</u>

10-20-13

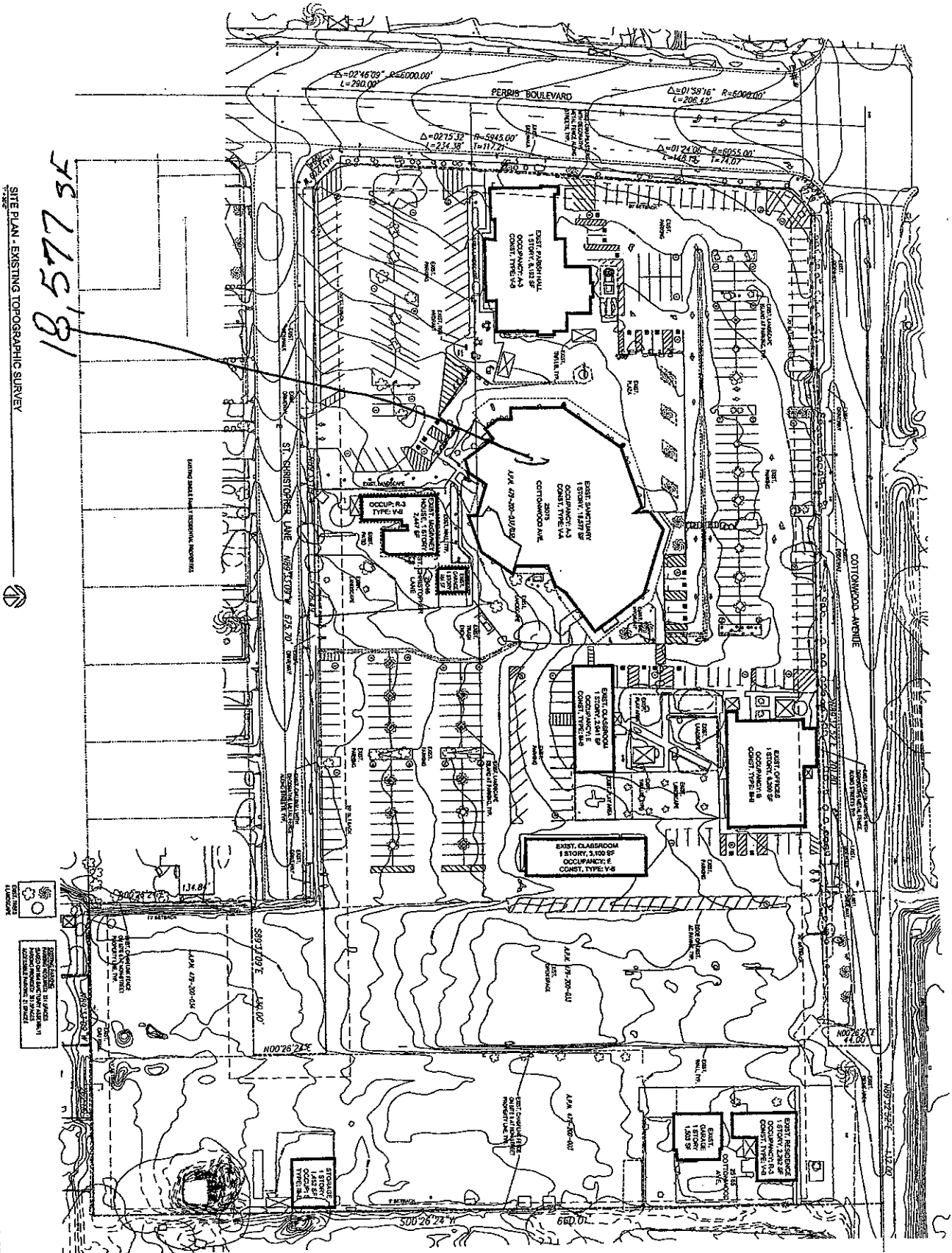
PAVED PARKING	361
SLAG PARKING	201
OFFSITE	73
	<u>635</u>

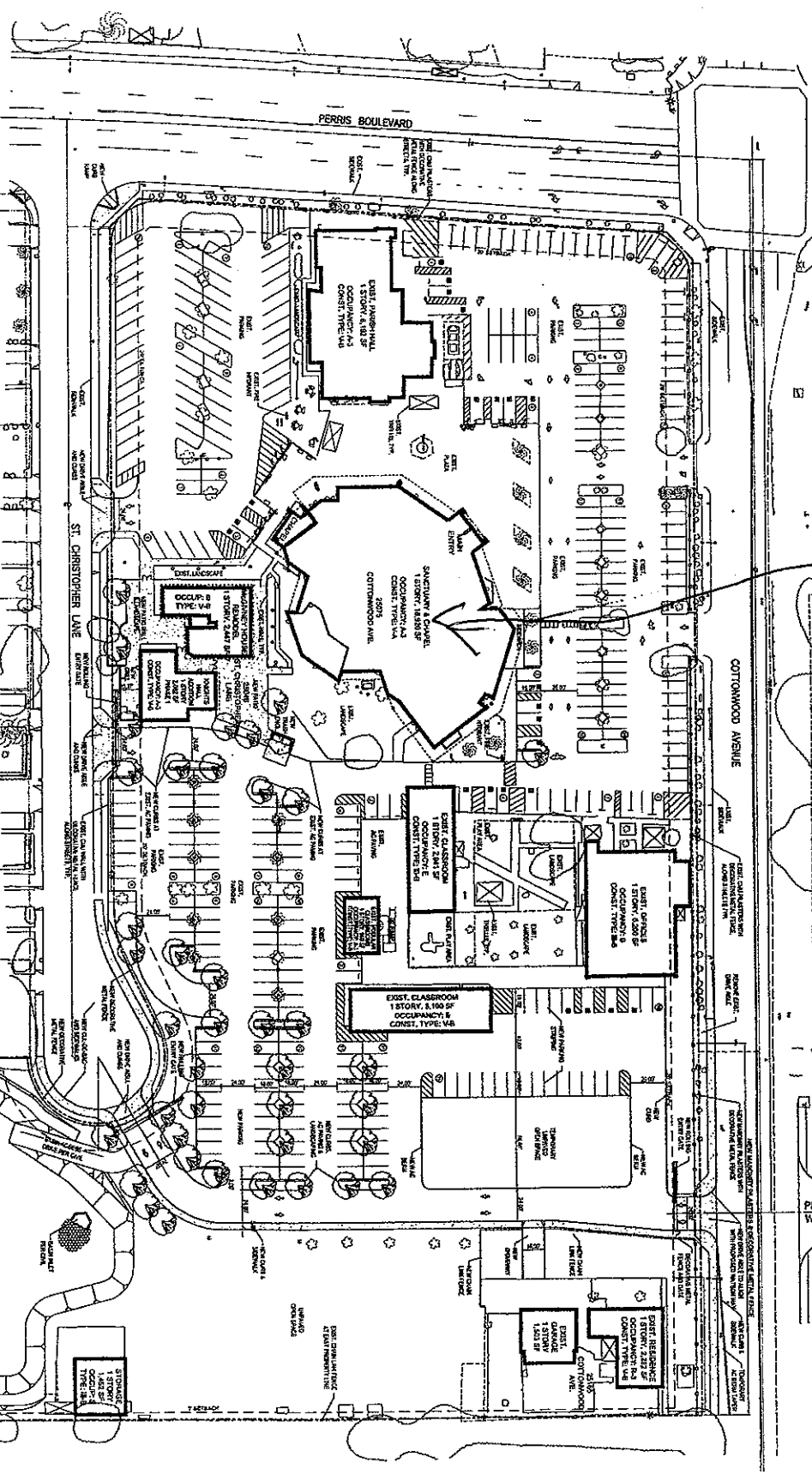
679 AVG AMOUNT OF CARS @ 12 PM FOR THE LAST 3 WEEKS

CC

SITE PLAN - EXISTING TOPOGRAPHIC SURVEY

18,577.35





18,920 SF

CASE #P12451

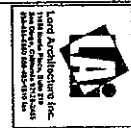
**AS-1.3**

Site Plan - Phase 1  
McGivney House Remodel & Knights Hall Addition

Project No: 1011-101  
Prepared By: BENNETT LORD

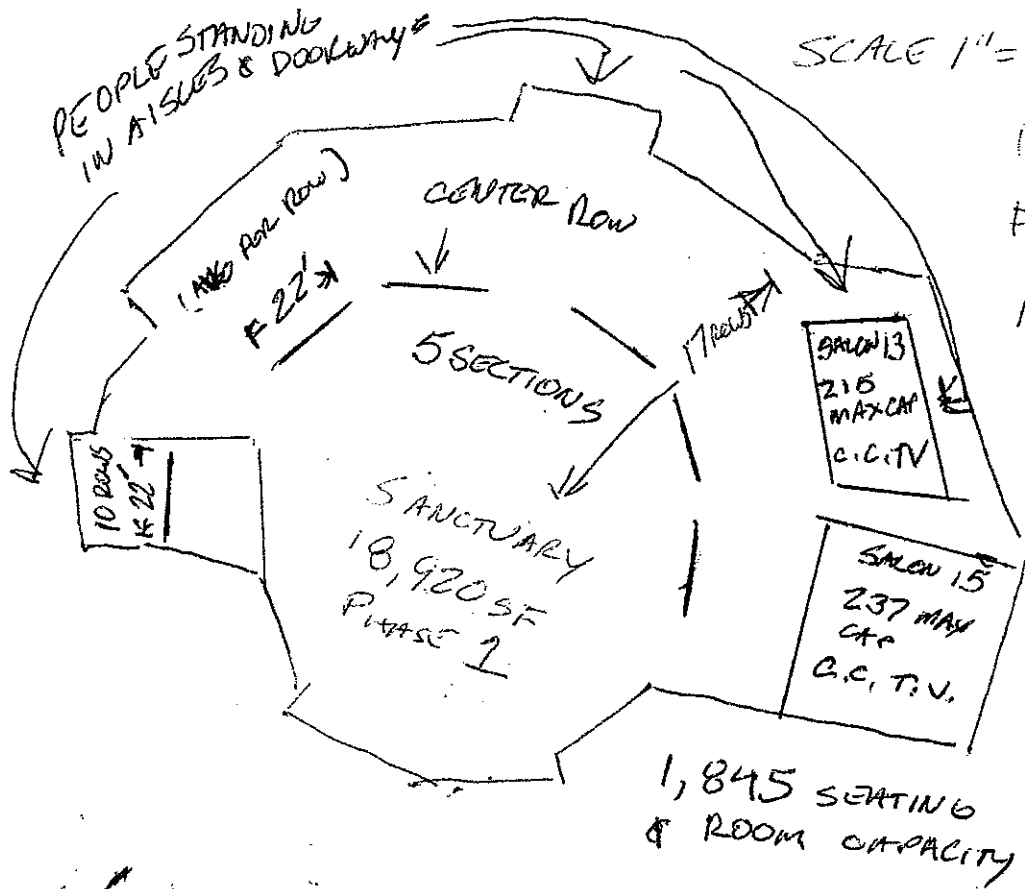
No.	Description	Area (sq. ft.)	Volume (cu. ft.)
1	EXIST. CHURCH	1,800	10,800
2	EXIST. GARAGE	1,800	10,800
3	EXIST. RESIDENCE	1,800	10,800
4	EXIST. CLASSROOM	8,100	48,600
5	EXIST. CLASSROOM	8,100	48,600
6	EXIST. CLASSROOM	8,100	48,600
7	EXIST. KNIGHTS HALL	6,100	36,600
8	NEW RESTROOMS	1,800	10,800
9	NEW RETIRED SPACES	1,800	10,800
10	NEW GARAGE	1,800	10,800
<b>Total</b>		<b>50,900</b>	<b>305,400</b>

**ST. CHRISTOPHER CATHOLIC CHURCH**  
**PARISH MASTER PLAN**  
 25075 COTTONWOOD AVENUE, MORENO VALLEY, CA 92553





SCALE 1" = 40'



BUILDINGS IN USE FOR WORSHIP 10-20-13 @ 12

PARISH C.C.T.V. HALL 8,192 S.F. 8,192 + 35 = 234 PARKING SPACES PER M.C.

$22 \times 15 \times 17 = 1870$  L.F. PEWS  
 $22 \times 10 = 220$  L.F. PEWS  
 2090 L.F. TOTAL PEWS

APPROX 150 PARISH H

APPROX 2045 PARISHINORS @ 12: PM

$2090 \div 4.5 = 464$  PARKING SPACES  
 $SALON 13, 15 CAP 452 \div 3 = 150$  PARKING SPACES  
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Per City M.C. 9.11.030, B & 9.11.040D-12

GROSS FLOOR AREA IN SANCTUARY  
 $18,920 \text{ SF} \div 35 = 540$  PARKING SPACES

PER M.C. USE THE GREATER OF THE 2 = 614 PARKING SPACES REQUIRED PER M.C. CODES IN SANCT. BETWEEN THE TWO BUILDINGS IN USE ON 10-20-13 614 PARKING REQUIRED PER M.C.

Attachment: Appeal 11-8-13 RB [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,



PLANNING DIVISION  
CONDITIONS OF APPROVAL  
P12-051 MASTER SITE PLAN  
PA13-0002 TENTATIVE PARCEL MAP  
PAGE 2

- P3. The site shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Planning Official. (MC 9.14.020)
- P4. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)
- P5. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)
- P6. Any signs indicated on the submitted plans are not included with this approval. Any signs, whether permanent (e.g. wall, monument) or temporary (e.g. banner, flag), proposed for this development shall be designed in conformance with the sign provisions of the Development Code or approved sign program, if applicable, and shall require separate application and approval by the Planning Division. **No signs are permitted in the public right of way.** (MC 9.12)
- P7. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

Special Conditions

- P8. The site has been approved for a Master Site Plan for the existing and future uses of the church site and a Tentative Parcel Map 36522 to combine all five parcels into one parcel for the existing church facility. A change or modification shall require separate approval.
- P9. The church will be utilizing the existing buildings as offices, meeting rooms and classrooms. This use is in conjunction with the church and does not to include regular elementary, middle, high or college school activities. (A separate conditional use permit is required for private schools).
- P10. Church services and assembly meetings may be held in only one building at a time to ensure adequate parking.
- P11. The existing building on the south east portion of the site shall be used for storage purposes only. Any assembly use is prohibited.

Attachment: Appeal 11-8-13 RB [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,

FF

DIST LOT PARISHOS ET AL  
US AS OFF SITE TRAILING

PARKING SPACES (ELIMINATED)

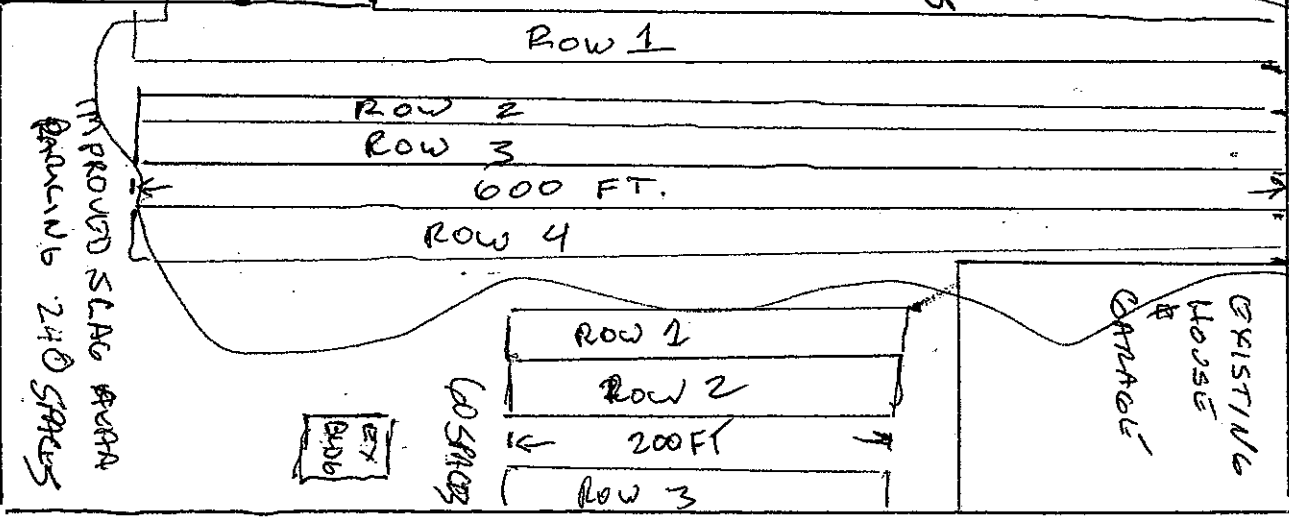
COTTONWOOD AVE

PERKINS BLVD

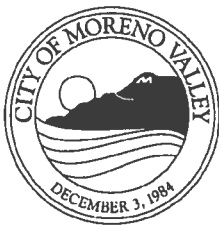
EXISTING COURT SANCTUARY, PARISH  
& BUILDINGS & 361 PARKING SPACES  
PAVED

ST. CHARIS

EXISTING HOUSE



66



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

**Report to City Council**

**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, Public Works Director/City Engineer

**AGENDA DATE:** November 27, 2012

**TITLE:** ADOPT RESOLUTION NO. 2012-95 IMPLEMENTING PERMIT PARKING FOR THE RESIDENTS OF ST. CHRISTOPHER LANE ON SATURDAYS AND SUNDAYS.

**RECOMMENDED ACTION**

Recommendation:

1. Approve and adopt Resolution No. 2012-95 and direct staff to implement permit parking on St. Christopher Lane.

**ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable

**BACKGROUND**

The City's permit parking program was established by ordinance in 2007. Typically, permit parking requests come from residents that are impacted by high schools, colleges, parks, and other uses that generate a large amount of off-site parking. The residents along St. Christopher Lane are being impacted by St. Christopher Church parishioners.

Residents have complained about their driveways being blocked, mailboxes being damaged, and trash being left behind. In response to this, the residents submitted a petition to the Public Works Department requesting implementation of permit parking in front of their residences. Implementing permit parking will allow residents to maintain



66



PUBLIC WORKS DEPARTMENT  
TRANSPORTATION ENGINEERING DIVISION

## MEMORANDUM

To: Mayor and City Council

From: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

Date: November 27, 2012

Subject: Item A.14 - ADOPT RESOLUTION NO. 2012-95 IMPLEMENTING PERMIT PARKING FOR THE RESIDENTS OF ST. CHRISTOPHER LANE ON SATURDAYS AND SUNDAYS.

Attached is the updated staff report (page 1) that was missing the Advisory Board/Commission Recommendation and location map (attachment 2) that did not initially identify the major streets for the above mentioned item for tonight's City Council meeting, November 27, 2012. Hard copies will also be made available for the public via the City Clerk's counter copies and at the meeting.

### Attachments/enclosures

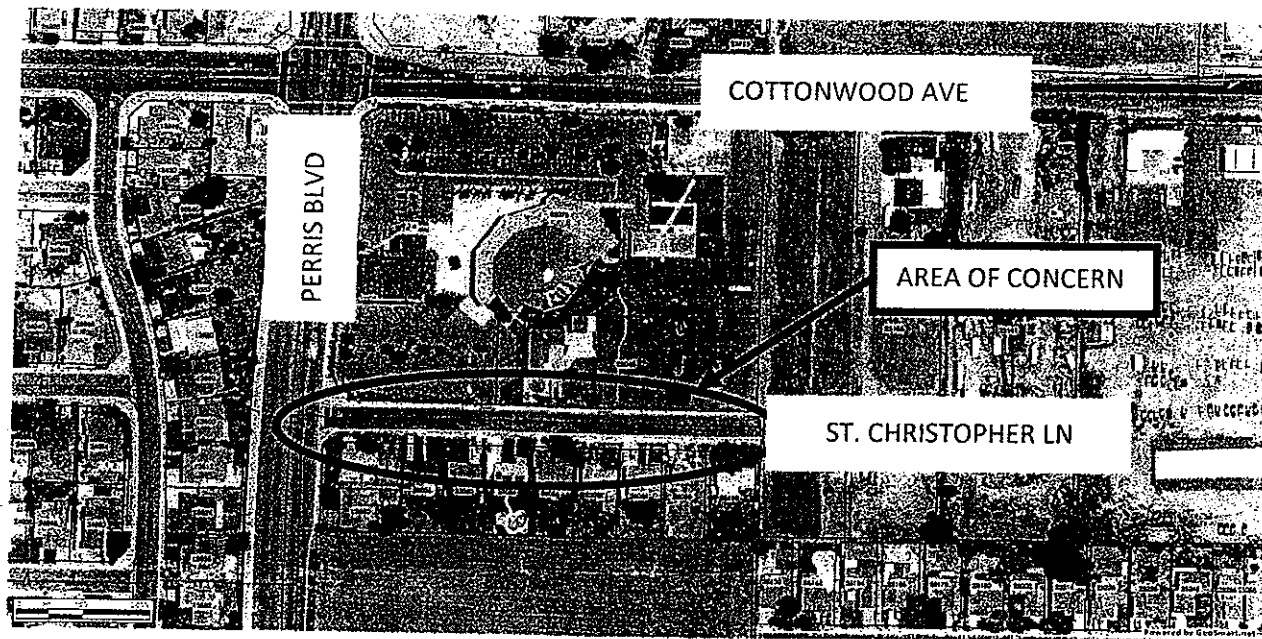
c: Henry Garcia, City Manager  
Michelle Dawson, Assistant City Manager  
Bob Hansen, City Attorney  
Eric Lewis, P.E. T.E., City Traffic Engineer  
Edward I. Init, Senior Engineering Technician  
File

Attachment: Appeal 11-8-13 RB [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,



# LOCATION MAP

## ST. CHRISTOPHER LANE



ATTACHMENT 2

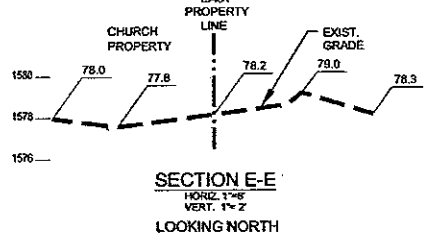
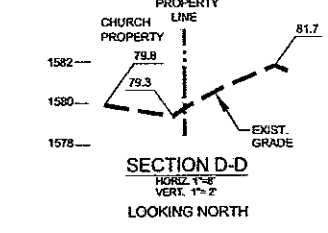
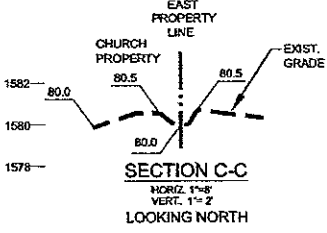
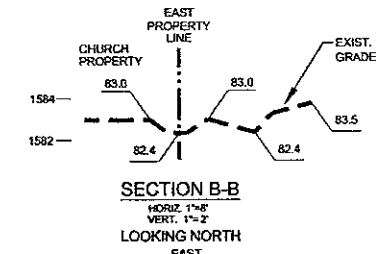
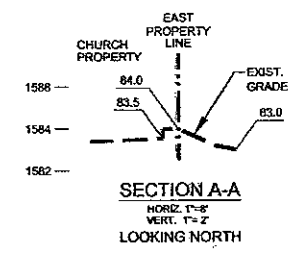
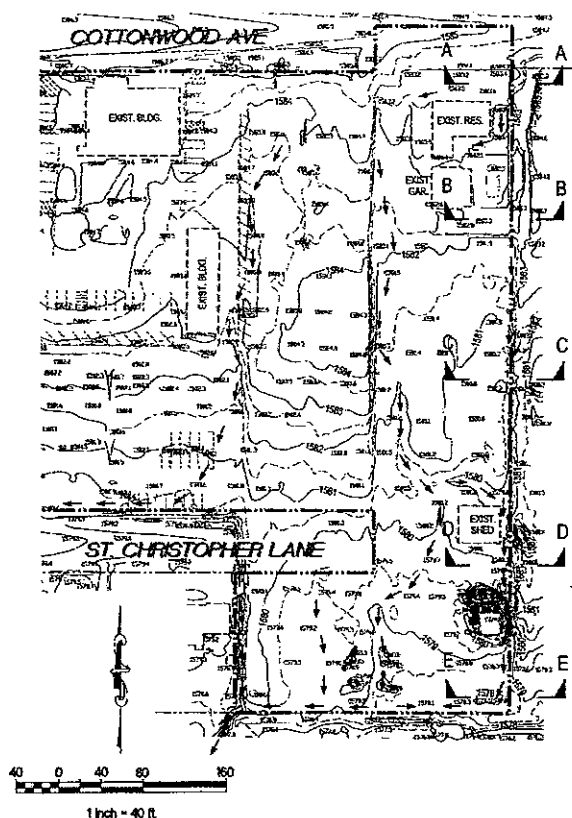
Attachment: Appeal 11-8-13 RB [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,

MORENO VALLEY SAINT CHRISTOPHER CATHOLIC CHURCH  
EXISTING DRAINAGE PATTERN AT EASTERLY CHURCH PROPERTY

E.1.f

JMS ENGINEERS, INC.

OCTOBER 2013



- LEGEND**
- DRAINAGE DIRECTION
  - 1580 CONTOUR WITH ELEVATION
  - - - INTERMEDIATE CONTOUR (0.5' INTERVAL)

**TOPOGRAPHIC NOTE**  
TOPOGRAPHY WAS COMPILED BY DIGITAL PHOTOGRAMMETRIC METHODS FROM AERIAL PHOTOGRAPHY IN FEBRUARY 2011 BY ANALYTICAL PHOTOGRAMMETRIC SURVEYS, INC., RIVERSIDE, CALIFORNIA

**CASE NUMBERS**  
TENTATIVE MAP: PA 13-0002  
C.I.P. MASTER PLAN: P 12-051

HH

Attachment: Appeal 11-8-13 RB [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,

9,14,170 MURDER OF LOTS

**Moreno Valley Municipal Code**

Up      Previous      Next      Main      Search      Print      No Frames  
Title 9 PLANNING AND ZONING  
Chapter 9.14 LAND DIVISIONS

**9.14.080 General regulations.**

A. Revised Tentative Maps.

1. Any revised tentative map shall comply with all of the provisions of the Subdivision Map Act and this chapter in effect at the time the revised map is approved.

2. Proceedings on a revised tentative map shall be conducted in the same manner as for the original approval of a tentative map, except those procedures that are not applicable. The approval or conditional approval of a revised tentative map shall annul approval of the previous tentative map, but the approval thereof shall not extend the time within which the final map may be filed.

B. Division into Phases.

1. Multiple final maps relating to an approved or conditionally approved tentative map may be filed prior to the expiration of the tentative map provided:

a. The subdivider, at the time the tentative map is filed, informs the city of his intent to file multiple final maps on such tentative map; or

b. After filing of the tentative map, the city and subdivider concur in the filing of multiple final maps.

2. No phased map shall be approved unless it is complete and in compliance with all of the provisions of this title, including fire protection, flood control, traffic circulation, access and environmental considerations, and with all conditions of approval of the tentative tract, and specifically approved by the planning commission.

3. The phase will be identified by the approved tentative map number with a dash number designating such unit. The unit number shall be obtained from the city engineer upon payment of the fee specified by the city council. Units shall be recorded in the order as indicated by the unit number. The last unit within a tentative map to be recorded will not bear a unit number.

4. No more than three unrecorded phase numbers may be issued or be effective on a tentative map at any time, unless otherwise approved by the planning commission during a public hearing.

5. The right of the subdivider to file multiple final maps shall not limit the authority of the city to impose reasonable conditions relating to the filing of multiple final maps.

C. Expiration of Approved Tentative Maps and Vesting Tentative Maps: Extension of Time.

1. Tentative Subdivision Maps. An approved or conditionally approved tentative subdivision map shall expire thirty-six (36) months after such approval unless within that period of time a completed final map meeting all applicable conditions of approval shall have been filed with the city engineer for completion of processing, approving and recording. Prior to the expiration date, the land divider may apply in writing for an extension of time. Each application shall be made to the community development director no more than sixty (60) days prior to the expiration date of the tentative map and shall be accompanied by the fee set by the city council.

2. Tentative Parcel Maps. Expiration of approved or conditionally approved tentative parcel maps shall be subject to the same provisions specified for tentative subdivision maps under subsection (C)(1) of this section.

3. An extension of time shall not be granted unless: all incurred city fees have been paid; the land division conforms to the general plan; the land division is consistent with existing zoning and with applicable improvement standards; and the land division will not be detrimental to the public health, safety and welfare.

Attachment: Appeal 11-8-13 RB [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,

This provision shall not necessarily be construed to prohibit approval of an extension of time for a land division that is nonconforming with respect to the design of lots or cul-de-sac streets.

4. Vesting Tentative Maps. A vesting tentative map shall be subject to the same expiration and extension of time provisions as a tentative map; provided, however, that on recordation of a final map, the rights conferred on a vesting tentative map shall be as specified under Section 9.14.060(B)(6)(a) of this chapter.

5. If the subdivider is required to construct, improve or finance the construction or improvement of public improvements outside the boundaries of the tentative map, and the cost of improvements is equal to or exceeds the dollar amount, as specified in the current edition of the state Subdivision Map Act, each filing of a final map, as specified in Section 9.14.090 of this chapter, shall extend the expiration of the approved or conditionally approved tentative map by thirty-six (36) months from the date of its expiration or the date of the previously filed final map, whichever is later. The extension shall not extend the tentative map more than ten (10) years from its approval or conditional approval. For the purposes of this section, the number of phased final maps which may be filed shall be determined by the advisory agency at the time of the approval or conditional approval of the tentative map.

6. Extensions of Time for Maps Affected by Moratoriums and Lawsuits. The period of time specified in subsections (C)(4) and (C)(5) of this section shall not include any period of time during which a development moratorium, imposed after approval of the tentative map, is in existence; provided, however, that the length of the moratorium does not exceed five years. Once a moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. However, if the remaining time is less than one hundred twenty (120) days, the map shall be valid for one hundred twenty (120) days following the termination of such moratorium. A development moratorium shall include a water and/or sewer moratorium as well as other actions of public agencies which regulate land use, development, or the provisions of services to the land, other than the city which thereafter prevents, prohibits or delays the approval of a final or a parcel map. A development moratorium shall also be deemed to exist for those reasons set forth in the Subdivision Map Act.

7. a. The period of time specified in subsections (C)(1) and (C)(2) of this section shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction if the stay of the time period is approved by the planning commission pursuant to this subsection. After service of the initial petition or complaint in the lawsuit upon the city, the subdivider may apply to the community development department for a stay pursuant to this section.

b. Applications for a stay shall be made to the community development director on the forms provided by the community development department and shall be accompanied by the filing fee set by the city council and shall include such information and documents as may be required by the community development director.

c. The community development director shall forward to the planning commission a recommendation for approval or denial of the request for a stay. The planning commission shall act on the requested stay within forty (40) days after the application is received by the community development director. The decision of the planning commission shall be forwarded to the city clerk. The decision of the planning commission shall be final unless the decision is appealed to the city council or the city council or any councilmember elects to hear the matter after the notice of decision appears on the agenda. Any appeal must be filed with the city clerk accompanied by the fee set by the city council within ten (10) days of the date the notice of decision appears on the city council agenda. (Ord. 694 § 1.1 (part), 2005; Ord. 488 § 1.3, 1996; Ord. 475 § 1.4 (part), 1995; Ord. 402 § 1.7, 1993; Ord. 386 § 1.30, 1993; Ord. 359, 1992)

66419.

- (a) "Improvement" refers to any street work and utilities to be installed, or agreed to be installed, by the subdivider on the land to be used for public or private streets, highways, ways, and easements, as are necessary for the general use of the lot owners in the subdivision and local neighborhood traffic and drainage needs as a condition precedent to the approval and acceptance of the final map thereof.
- (b) "Improvement" also refers to any other specific improvements or types of improvements, the installation of which, either by the subdivider, by public agencies, by private utilities, by any other entity approved by the local agency, or by a combination thereof, is necessary to ensure consistency with, or implementation of, the general plan or any applicable specific plan.

66420. "Local agency" means a city, county or city and county.

66421. "Local ordinance" refers to a local ordinance regulating the design and improvement of subdivisions, enacted by the legislative body of any local agency under the provisions of this division or any prior statute, regulating the design and improvements of subdivisions, insofar as the provisions of the ordinance are consistent with and not in conflict with the provisions of this division.

66422. "Certificate of exception" means a valid authorization to subdivide land, issued by the County of Los Angeles pursuant to an ordinance thereof, adopted between September 22, 1967, and March 4, 1972, and which at the time of issuance did not conflict with this division or any statutory predecessor thereof.

66423. "Subdivider" means a person, firm, corporation, partnership or association who proposes to divide, divides or causes to be divided real property into a subdivision for himself or for others except that employees and consultants of such persons or entities, acting in such capacity, are not "subdividers."

66424. "Subdivision" means the division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units, for the purpose of sale, lease or financing, whether immediate or future. Property shall be considered as contiguous units, even if it is separated by roads, streets, utility easement or railroad rights-of-way. "Subdivision" includes a condominium project, as defined in subdivision (f) of Section 1351 of the Civil Code, a community apartment project, as defined in subdivision (d) of Section 1351 of the Civil Code, or the conversion of five or more existing dwelling units to a stock cooperative, as defined in subdivision (m) of Section 1351 of the Civil Code.

APARTMENT CONDO?

66424.1. Nothing in Section 66424 shall prevent a purchaser of a unit of land created under the provisions of this division or a local ordinance enacted pursuant thereto, from subdividing the land one or more times, pursuant to the provisions of this division prior to the time that an equalized county assessment roll has been completed reflecting the creation of the unit proposed to be subdivided. Nothing contained in this chapter shall prevent the same subdivider of a unit of land created under the provisions of this division, or a local ordinance enacted pursuant thereto, from making consecutive subdivisions of the same parcel or any portion thereof. Further, local agencies shall not, by ordinance or policy, prohibit consecutive subdivision of the



November 11, 2014

CTE Job No. 40-2789G

Saint Christopher Church  
 Attention: Mr. Max Arzu  
 25075 Cottonwood Avenue  
 Moreno Valley, California

Subject: Supplemental Field Investigations-Proposed Infiltration Basin  
 St. Christopher Catholic Church  
 25075 Cottonwood Avenue,  
 Moreno Valley, California

Dear Mr. Arzu:

Between September 17, and October 14, 2014, representatives of Construction Testing & Engineering, South (CTE) performed supplemental field investigations consisting of three additional subsurface borings and four additional infiltration tests. The additional borings were performed to further define the lateral and vertical extent of the soil profile encountered in the basin. The additional infiltration tests were performed to determine the infiltration rate of the materials that will likely be exposed at the revised bottom of basin elevation, 1575.75 (msl).

#### Field Investigation

Our field investigation was performed on September 17, 2014 and included three exploratory borings identified as B-1 thru B-3. Boring identified as B-4, was part of the referenced geotechnical investigation and is used in this evaluation (CTE, 2012). The exploration locations are shown on Figure 1.

The explorations were excavated to investigate and obtain samples of the subsurface soils. The borings were excavated using a truck-mounted, eight-inch diameter, hollow-stem auger drill rig to a maximum explored depth of 21½ feet below the existing surface.

Soils encountered within the explorations were classified in the field in accordance with the Unified Soil Classification System. The field descriptions were later modified (as appropriate) based on the results of our laboratory-testing program. In general, soil samples were obtained at approximately 2½ foot intervals with standard split spoon (SPT) samplers. Specifics of the soils encountered can be found in the Exploration Logs, which are presented in Appendix B.

The field investigation also included four infiltration tests, which were conducted between October 8, 2014 and October 14, 2014 in the proposed retention basin area. It is our understanding that the infiltration test results will be used in design of the proposed basin. The infiltration tests were conducted in pits (excavated by a backhoe) at approximate basin floor elevations. The infiltration tests, identified as IT-1A thru IT-4A, were performed in general accordance with ASTM D 3385 using a double-ring infiltrometer. The test locations are presented on Figure 1.

#### Laboratory Analyses

Laboratory tests were conducted on representative soil samples to evaluate their physical properties and engineering characteristics. Specific laboratory tests included: in-place moisture content, Atterberg Limits, and percent passing 200 sieve. These tests were conducted to determine soil classification. Test method descriptions and laboratory results are presented in Appendix C.

#### Site Geologic Conditions

Based on our investigation and geologic mapping (Morton and Matti, 2001), the site is underlain by very old alluvial fan deposits. Shallow artificial fill materials were encountered in the southeast portion of the site (currently the southern portion of an existing gravel parking lot). Below are brief descriptions of the materials encountered during the investigation. More detailed descriptions are provided in the Exploration Logs in Appendix B.



### Artificial Fill

Artificial fill materials were encountered in the borings and test pits excavated for infiltrometer testing. In general, fill depths were observed to be on the order of 2 to 3 feet. The fill soil consisted of brown to red brown silty sand and silty clayey sand in a loose and dry condition. During the excavation of the test pit for IT-4A, in the vicinity of B-4, we encountered a localized area of brown, silty clay with sand, in a soft and very wet to saturated condition. The material was encountered between 2½ and 4½ feet below the ground surface. Trash consisting of plastic, and a burned can was observed to be present in this layer.

### Very Old Alluvial Fan Deposits (Qvof)

Very old alluvial fan deposits were encountered in the borings below the artificial fill to a maximum explored depth of 21½ feet. The deposits consisted of interbedded layers of very loose to very dense silty sand, and silty clayey sand and very stiff to hard lean clay and sandy lean clay.

Silty sand was encountered from below the artificial fill to a depth of 11 feet at boring locations B-1 and B-2; to a depth of 14 feet at B-3; and to a depth of 20 feet and B-4.

### Groundwater Conditions

Groundwater was not encountered in the exploratory borings. Mottling was not observed in the samples taken from the borings nor observed in the test pits excavated for the infiltration tests. A review of the State Department of Water Resources data base indicates that groundwater level measured in wells approximately 1½ miles northwest and southeast of the site is at depths in excess of 50 feet below the ground surface therefore groundwater is not expected to impact the planned improvements.

Groundwater elevations typically fluctuate on a seasonal basis due to changes in precipitation, irrigation, pumping, etc. provided that appropriate surface drainage is designed and maintained as per the project civil engineer of record. As is typical,

saturated subgrade conditions during or following periods of precipitation have the potential to impact grading or construction.

#### Infiltration Test Methodology and Results

The double-ring infiltration tests were performed to evaluate the rate of infiltration at the site using a 12-inch inner ring and a 24-inch outer ring. Four additional double-ring infiltration tests were conducted in the proposed retention basin.

Both constant head and falling head tests were performed. Constant head tests were performed at locations designated IT-1A and IT-2A and were conducted in general accordance with ASTM D 3385 using Mariotte tubes. Falling head infiltration was performed at locations designated IT-3 and IT-4. Water levels were monitored during the test to minimize potential flow between rings.

The double-ring test is designed to promote one dimensional vertical flow beneath the inner ring. The purpose of the outer ring is to act as a buffer zone to inhibit lateral flow from the inner ring. The incremental infiltration rates are calculated from the inner ring test data and used for the interpretation of the tested soil infiltration rate. The infiltration rings were embedded approximately 3 to 6 inches into the native test surface. Water used in to conduct the test was stored in a polyurethane tank. Weather conditions during the test were sunny and warm. No precipitation occurred prior to or during the test; therefore, ground conditions were damp to moist similar to those encountered during the soil borings at the initiation of each infiltration test. Infiltration tests were run for 6 hours and until the readings stabilized.

The tests were conducted at approximately the bottom of the proposed basin elevations in native soil materials that are representative of, and likely be exposed at the bottom of the basin upon completion of grading. The test elevations were achieved by excavating four test pits with a backhoe with the last 4 to 6 inches being dug by hand so as not to disturb the in-situ material and to obtain a level test site. Test IT-4A was offset from boring location B-4 due to the presence of localized artificial fill. Additional bag samples

were taken to verify soil classification at the test elevations. Presented in Table 1 are the results of the infiltration tests

TABLE I INFILTRATION TEST RESULTS						
Test #	Ground Surface Elevation	Depth (fbg)	Approximate Test Elevation	Percent Passing 200 Sieve	Soil Classification	Rate (in/hr)
IT-1A	1579.72	4.0	1575.72	23.6	SM	3.7
IT-2A	1578.70	4.0	1574.70	26.7	SM	2.4
IT-3A	1579.38	4.5	1574.88	28.2	SM	2.4
IT-4A	1579.75	4.25	1575.50	43.2	SC-SM	.75

Tests performed by Vincent Patula and Robert Ellerbusch

### Conclusions & Recommendations

Appendix A of the Design Handbook for Low Impact Development Best Management Practices prepared by the Riverside County Flood Control and Water Conservation District indicates that a minimum of 5 feet of permeable material must be present below the infiltration facility and between impermeable strata or bedrock. An examination of the boring logs indicates that the thickness of the silty sand layer varies across the site and extends approximately 7 to 15 feet below the bottom of the proposed infiltration facility bottom.

Additionally, the bottom of infiltration facility must be 10 feet above the highest historical groundwater. Based on the appearance of the soil samples (lack of mottling) and depth to groundwater in excess of 50 feet below the ground surface the bottom of the infiltration facility is determined to be a minimum of 10 feet above historical highest groundwater.

Based on a review of the subsurface boring observations, laboratory testing and infiltration test results, it is our opinion that relatively permeable soils have a lateral and vertical distribution sufficient for the proposed retention basin and that the proposed

basin bottom is a sufficient distance above highest historical groundwater to accommodate the proposed retention basin.

During the initial excavation of IT-4A a localized layer of wet silty clay with sand was encountered between 2½ and 4½ feet below the ground surface. We believe the area to be localized because this soil type was not encountered in the other borings or test pits conducted during the supplemental investigation. During the excavation we were able to identify the west and south boundary of the material as well as the thickness. Trash was observed in the layer which confirms that it is fill. The depth of the material is slightly deeper than the average fill depth across the site indicating a depression may have been backfilled. This area will be removed during grading and replaced with granular, non-plastic silty sand, not exceeding 25 percent passing the 200 sieve.

Based on the lateral distribution of the laboratory and infiltration test results, it is our opinion that the predominate material to be exposed at the bottom of the basin will consist of silty sand with percentages passing the 200 sieve ranging from 24 to 32. The range of tested infiltration rates ( $I_t$ ) for this material was between 2.4 and 3.7 in/hr. It is our opinion that the lowest  $I_t$  rate represented by the silty sand classification 2.4 in/hr is appropriate for the site.

It is a pleasure to be of service on this project. If there are questions, please contact the undersigned.

Respectfully,  
CTE, South, Inc.

Clifford A. Craft, GE, PE  
Geotechnical Engineer

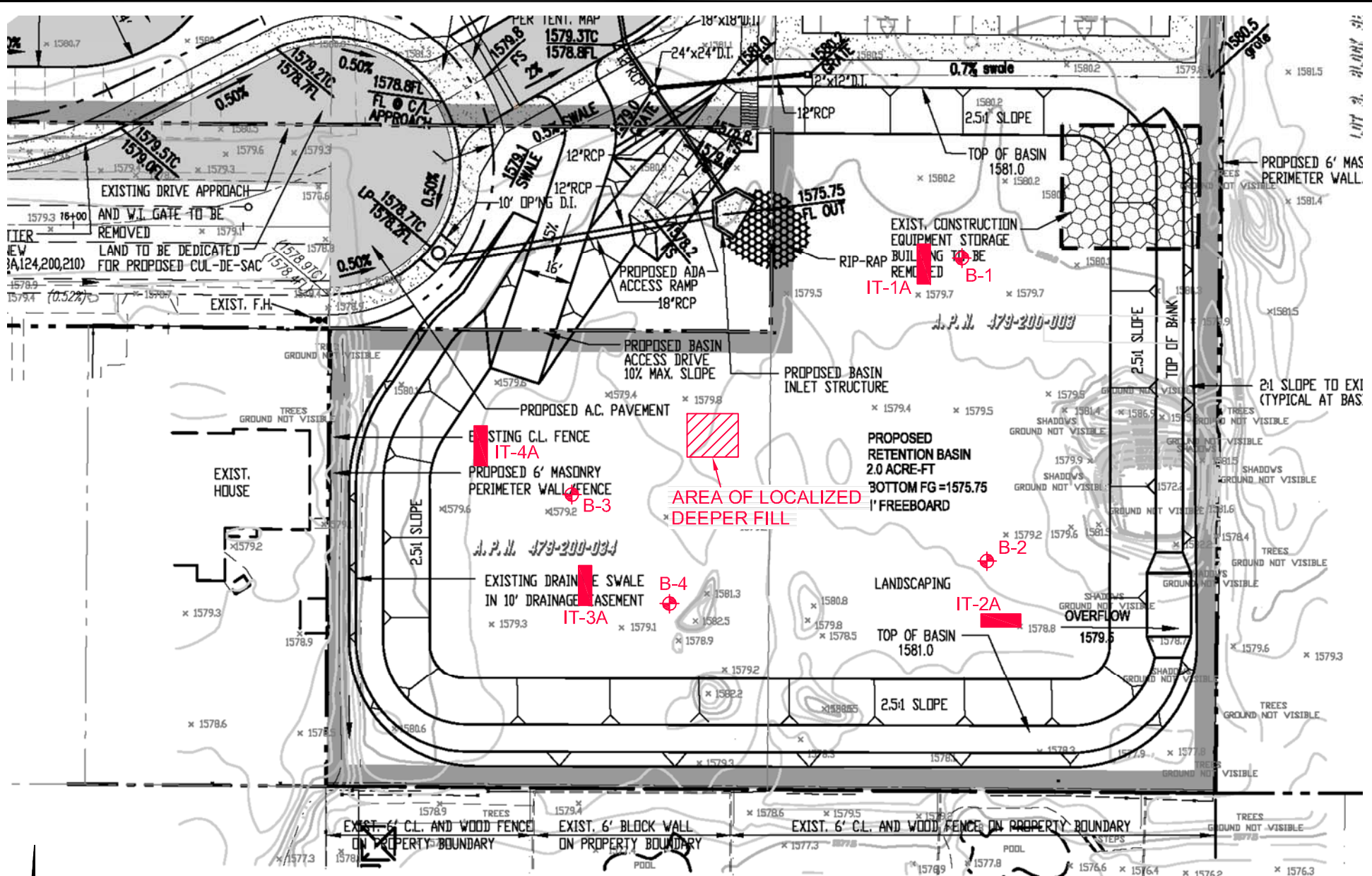


Vincent J. Patula CEG #2057  
Senior Engineering Geologist



Robert Ellerbusch  
Staff Geologist

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**LEGEND**



B-4 APPROXIMATE BORING LOCATION



IT-4A APPROXIMATE INFILTRATION TEST LOCATION



**APPROXIMATE BORING & INFILTRATION TEST LOCATION MAP**  
 ST. CHRISTOPHER CATHOLIC CHURCH  
 MORENO VALLEY, CALIFORNIA

CTE JOB NO:  
40-2789G  
 SCALE:  
1" = 40'  
 DATE: 11/14 FIGURE:  
1

## APPENDIX A REFERENCES

1. Construction Testing and Engineering, Inc., Geotechnical Investigation Proposed Improvements St. Christopher Church; 25075 Cottonwood Avenue, Moreno Valley, California; March 19, 2012.
2. Morton, D.M. and J.C. Matti, 2001, Geologic Map of the Sunnymead 7.5' Quadrangle, California Geological Survey, Open-File Report OFR01-450, Scale 1:24000.
3. Riverside County Flood Control and Water Conservation District, Design Handbook for Low Impact Development BMP's, Revised September, 2011

## APPENDIX B

### FIELD EXPLORATION METHODS AND EXPLORATION LOGS

#### Soil Boring Methods

##### Disturbed Soil Sampling

Bulk soil samples were collected for laboratory analysis using two methods. Standard Penetration Tests (SPT) were performed according to ASTM D-1586 at selected depths in the borings using a standard (1.4-inches inside diameter, 2-inches outside diameter) split-barrel sampler. The steel sampler was driven into the bottom of the borehole with successive drops of a 140-pound weight falling 30-inches. Blow counts (N) required for sampler penetration are shown on the boring logs in the column “Blows/Foot.” Samples collected in this manner were placed in sealed plastic bags. Bulk soil samples of the drill cuttings were also collected in large plastic bags. Disturbed soil samples were returned to the CTE geotechnical laboratory for analysis.



PROJECT: St Christopher Church Basin DRILLER: 2R Drilling CME 75 SHEET: 1 of 1  
 CTE JOB NO: 40-2789G DRILL METHOD: 8" Hollow Stem Auger DRILLING DATE: 9/17/2014  
 LOGGED BY: V. Patula SAMPLE METHOD: 140 lb/30" Autohammer ELEVATION: 1579.92

Depth (Feet)	Bulk Sample Driven Type	Blows/6 inches	Dry Density (pcf)	Moisture (%)	U.S.C.S. Symbol	Graphic Log	BORING: B-1	
							DESCRIPTION	Laboratory Tests
0							Artificial Fill	
					SC-SM		Silty clayey SAND, loose dry, brown to red brown, upper 6 inches covered with gravel	
		2		4.3	SM		Very Old Alluvial Fan Deposits (Qvof) Silty SAND, very loose,damp to moist, red brown	WA- 24.6% -200
		1					approximate basin elevation	
		1						
5		13		6.9	SM		Silty SAND,dense, damp, brown	WA- 37.8% -200
		16						
		21						
		12		6.0	SM		Silty SAND, medium-dense, damp, brown,	
		12						
		12						
10		8		4.0	SM		Silty SAND, medium-dense, damp, brown	WA- 20.1% -200
		15						WA- 58.8% -200
		10			CH		Sandy fat CLAY, stiff to very stiff,damp, red brown	AL- LL-52 PI-30
		18		8.2	SC-SM		Silty clayey SAND, very dense, moist, red brown, weakly cemented	WA- 37.7% -200
		26						AL- LL-23, PI-6
		26						
15		15		10.3	SC-SM		very dense	
		22						
		30						
		16		12.0	CL		Sandy lean CLAY, hard, moist, red brown, weakly cemented	WA- 54.6% -200
		16						AL- LL-30, PI-11
		18						
20		11		11.2	SC		Clayey SAND,dense, moist, red brown	WA-47.0% -200
		19						AL- LL-27, PI-9
		20						
							Boring Terminated @ 21 1/2 ft below existing grade No groundwater encountered No mottling observed Bottom of Basin is 4.17 feet below existing grade	

B-1

Boring B-1

Attachment: CTE Report Field Study 11-2014 (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,





PROJECT: St Christopher Church Basin DRILLER: 2R Drilling CME 55 SHEET: 1 of 2  
 CTE JOB NO: 40-2789G DRILL METHOD: 8" Hollow Stem Auger DRILLING DATE: 9/17/2014  
 LOGGED BY: V. Patula SAMPLE METHOD: 140 lb/30" Autohammer ELEVATION: 1579.20

Depth (Feet)	Bulk Sample Driven Type	Blows/6 inches	Dry Density (pcf)	Moisture (%)	U.S.C.S. Symbol	Graphic Log	BORING: B-2	
							DESCRIPTION	Laboratory Tests
0				2.0	SM		Artificial Fill Silty SAND, loose dry, brown to red brown	WA 38.0%- -200
5		5 5 6		3.5	SM		Very Old Alluvial Fan Deposits(Qvof) Silty SAND, medium-dense, moist, red brown, weakly cemented approximate basin elevation	WA 26.7% -200
5		3 6 7		8.6	ML		Sandy SILT, medium-dense, moist, brown, minor iron staining weakly cemented	WA 52.8%- -200
10		12 13 17		8.5	SM SC-SM		Silty SAND, medium-dense, moist, brown, slightly cemented Silty Clayey SAND, medium-dense, moist red brown	WA 48.7%- -200 AL -LL-26, PI-4 AL -LL-26, PI-4
15		15 25 30		13.0	CL		Sandy lean CLAY, moist, hard, red brown, weakly cemented.	WA 52.8%- -200 AL LL-33, PI-15
15		15 22 22		9.6	CL-ML		Sandy silty CLAY, hard, damp to moist, red brown	WA 50.0%- -200
20		13 15 16		12.4	CL		Sandy lean CLAY, hard, moist, red brown	
25							Boring Terminated @ 21 1/2 feet No groundwater encountered No Mottling observed Bottom of Basin 3.45 feet from existing grade	

B-2

Boring B-2

Attachment: CTE Report Field Study 11-2014 (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,



PROJECT: St Christopher Church Basin DRILLER: 2R Drilling CME 75 SHEET: 1 of 2  
 CTE JOB NO: 40-2789G DRILL METHOD: 8" Hollow Stem Auger DRILLING DATE: 9/17/2014  
 LOGGED BY: V. Patula SAMPLE METHOD: 140 lb/30" Autohammer ELEVATION: 1579.33

Depth (feet)	Bulk Sample Driven Type	Blows/6 inches	Dry Density (pcf)	Moisture (%)	U.S.C.S. Symbol	Graphic Log	BORING: B-3	
							DESCRIPTION	Laboratory Tests
0					SM		Artificial Fill Silty SAND, loose, dry, red brown	
3		3		7.9			Very Old Alluvial Fan Deposits(Qvof) Silty SAND, loose, moist, brown to red brown approximate basin elevation	WA-32.1%-200 AL - non-plastic
5		3		9.5	SM		Silty SAND, medium-dense, moist, brown	
		5		4.3	SM		Silty SAND, medium-dense, damp, brown	WA- 12.4% -200
		6						
10		13		7.7	SM		Silty SAND, dense, moist, brown	WA- 29.9% -200 AL- non-plastic
		15						
		20						
		19		15.4	SM		Silty SAND, dense, moist, red brown	WA- 32.3% -200 AL- non-plastic
		21						
		21			CL		Lean CLAY with sand, hard, moist, red brown	
15		10		16.6			Lean CLAY with sand, hard, moist, red brown	WA- 77.1% -200
		15						
		25						
		10		13.8	CL		Lean CLAY with sand, very stiff, moist, red brown	AL- LL-27, PI-10
		12		5.9	SM		Silty SAND, dense, moist, red brown	
		15						
20		12		15.2	CL		Lean CLAY with sand, hard, moist, red brown	
		14						
		20						
25							Boring Terminated @ 21 1/2 feet No groundwater encountered No Mottling Observed Bottom of Basin 3.58' from existing grade	

B-3

Boring B-3

Attachment: CTE Report Field Study 11-2014 (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,



**CONSTRUCTION TESTING & ENGINEERING, INC.**

14550 MERIDIAN PARKWAY, SUITE A | RIVERSIDE, CA 92518 | 951.571.4087 | FAX 951.571.4188

PROJECT: St. Christopher Church Improvements DRILLER: 2R Drilling CME 75 SHEET: 1 of 1  
 CTE JOB NO: 40-2789 DRILL METHOD: 8" Hollow Stem Auger DRILLING DATE: 2/23/2012  
 LOGGED BY: R. Ellerbusch SAMPLE METHOD: 140 lb/30" Autohammer ELEVATION: ~1579' msl

Depth (Feet)	Bulk Sample Driven Type	Blows/6 inches	Dry Density (pcf)	Moisture (%)	U.S.C.S. Symbol	Graphic Log	BORING: B-4	
							DESCRIPTION	Laboratory Tests
0					SM	Artificial Fill		
					SM	Silty SAND, moist, dark brown.		
						Very Old Alluvial Fan Deposits (Qvof)		
	push			21.9		Silty SAND, very loose, saturated, dark brown. soil saturated from approximately 2.5' to 4.5'	M	
5	2 4 6			10.2		Silty SAND, loose, moist, dark brown.	M	
10	6 7 12			8.8		Silty SAND, medium dense, moist, brown.	WA (24% pass #200) M	
15	27 50			10.4		Silty SAND, very dense, moist, brown.	M	
20	10 17 27			17.7	SC	Clayey SAND, dense, very moist, brown, fine grain.	M	
						Total Depth = 21.5 ft. No Groundwater encountered. Bore hole backfilled with soil cuttings.		
-25								

B-4

Boring B-4

Attachment: CTE Report Field Study 11-2014 (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,

## APPENDIX C LABORATORY METHODS AND RESULTS

Laboratory tests were performed on selected soil samples to evaluate their engineering properties. Tests were performed following test methods of the American Society for Testing and Materials, or other accepted standards. The following presents a brief description of the various test methods used. Laboratory results are presented in the following section of this Appendix and/or on the boring logs in Appendix B.

### Atterberg Limits

Selected soil samples were tested in accordance with ASTM D 4318 to determine liquid limit, plastic limit and plasticity index.

### Classification

Soils were classified visually according to the Unified Soil Classification System. Visual classifications were supplemented by laboratory testing of selected samples according to ASTM D 2487.

### Percent Finer No. 200 Sieve

Determination of material finer than No. 200 sieve was performed on selected samples in accordance with ASTM D 1140.

### In-Place Moisture

The in-place moisture content selected samples were determined using undisturbed soil samples.



# **PHASE I ENVIRONMENTAL SITE ASSESSMENT**

**Mixed-Use Property  
APN 479-200-003  
25165 Cottonwood Avenue  
Moreno Valley, Riverside County, California 92553**

**November 11, 2013**

**EEI Project Number SBD-71769.1**

**Prepared for:  
The Roman Catholic Bishop of San Bernardino**

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

Prepared for:

Roman Catholic Bishop of San Bernardino  
1201 E. Highland Avenue  
San Bernardino, California 92404

Attention: David Meier  
*c/o Mr. Al Martini via email*

Site location:

Mixed-Use Property  
APN 479-200-003  
25165 Cottonwood Avenue  
Moreno Valley, Riverside County, California 92553

Prepared by:



Polly Ivers  
Staff Scientist

Reviewed by:



Bernard A. Sentianin, PG 5530  
Principal Geologist

EEI  
2195 Faraday Avenue, Suite K  
Carlsbad, California 92008-7207  
760-431-3747

EEI Project Number SBD-71769.1

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



Phase I ESA – Roman Catholic Bishop of San Bernardino  
25165 Cottonwood Avenue, Moreno Valley, Riverside County, CA

November 11, 2013  
EEI Project No.: SBD-71769.1

**GENERAL SITE INFORMATION**

**Project Information:** Mixed-Use Property

**EEI Project Number:** SBD-71769.1

**Site Information:**

APN 479-200-003  
25165 Cottonwood Avenue  
Moreno Valley, Riverside County, California 92553

**Site Access Contact:** Mr. Max Arzu, with St. Christopher Catholic Parish; Phone: (951) 295-5740

**Consultant Information:**

EEI  
2195 Faraday Ave., Suite K, Carlsbad, California 92008  
**Phone:** 760.431.3747; **Fax:** 760.431.3748  
**E-mail Address:** [elump@eetiger.com](mailto:elump@eetiger.com)

**Inspection Date:** October 29, 2013 **Report Date:** November 11, 2013

**Client Information:**

Roman Catholic Bishop of San Bernardino  
1201 E. Highland Avenue, San Bernardino, CA 92404

Attention: David Meier  
*c/o Mr. Al Martini via email*

**Site Assessor:**

Edward P. Lump – Senior Geologist

**EP Certification:**

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 40 CFR 312.10.

  
\_\_\_\_\_

Edward P. Lump – Senior Geologist

**AAI Certification:**

We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

  
\_\_\_\_\_

Edward P. Lump – Senior Geologist

## **EXECUTIVE SUMMARY**

At the request and authorization of the Client (Diocese of San Bernardino), EEI conducted a Phase I Environmental Site Assessment (ESA) for the property consisting of a residential and commercial property located at 25165 Cottonwood Avenue, City of Moreno Valley, Riverside County, California. The purpose of this Phase I ESA was to assess the presence or likely presence of an existing, historical, or threatened release of any hazardous substances or petroleum products into structures, soil, and/or groundwater beneath the subject property, to the extent practical (i.e., *recognized environmental conditions* as delineated in ASTM E1527- 05).

The subject property encompasses 1.89-acres of land on a single parcel identified by Assessor’s Parcel Number (APN) 479-200-003-9 (County of Riverside GIS/TLMA, 2013). According to the County Assessor, the address associated with the subject property 25165 Cottonwood Avenue. According to the Client, the type of property transaction associated with the subject property is for the purposes of development and waste water retention.

The subject property is a rectangular lot, with dimensions of approximately 625-feet by 125-feet, and is comprised of a central open area and three structures including a one-story single family residence with detached garage, swimming pool, spa, and concrete patio on the northern portion, and a one-story garage-type structure surrounded by metal storage sheds, a metal cargo container, and fencing on the southern portion.

The subject property is located in a predominantly residential area of the City of Moreno Valley, California. The property is immediately bound by Cottonwood Avenue to the north; single-family residential property along Sweet Grass Drive to the south; an inactive heavy equipment/tractor trailer storage yard to the east; and an unimproved parking lot associated with the adjoining St. Christopher Catholic Parish (25075 Cottonwood Avenue), to the west. According to the City of Moreno Valley Planning Department, the subject property is zoned as Single Family Residential (R-1).

Based on historical records such as aerial photographs, and topographic maps, the subject property was undeveloped land from at least 1938. In 1974, City building permits indicate that a barn was constructed on the property. And in 1975, the property was developed with a dwelling, detached garage, and shed. The property has remained with a similar structural configuration through the present time.

Information provided by the property owner and client representative, Mr. Max Arzu, included that the property was used commercially at one time as an auto repair and gas station. Mr. Arzu indicated that underground fuel storage tanks (USTs) were present historically on the property, and were abandoned/removed in 2011. Mr. Arzu also stated that the property is currently in use as a parking and soccer practice field, and that an onsite garage is used as a meeting hall and storage area for the Knights of Columbia.

EEI contacted the City of Moreno Valley Fire Department, County of Riverside Department of Environmental Health, California Department of Toxic Control (DTSC), State Water Resources Control Board (SWRCB), and reviewed other state and federal databases to determine if the subject property, or any adjacent properties, were listed as hazardous waste generators, underground storage tank (UST) releases, or as having other environmental concerns (i.e., spill, leak, or aboveground tank [AST]). Neither the subject property nor any adjacent or nearby properties were listed on any of the databases researched.

On October 29, 2013, EEI personnel conducted a site reconnaissance to physically observe the site and adjoining properties for conditions indicating a potential environmental concern. Concerns would include any evidence of contamination, distressed vegetation, petroleum-hydrocarbon staining, waste drums, illegal dumping, or improper waste storage and/or handling. No evidence of environmental concern was noted on the subject property during our site reconnaissance.

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-05 of APN 479-200-003, the *property*. Any exceptions to, or deletions from, this practice are described in Section 6.0 of this report. This assessment has revealed **no evidence of recognized environmental conditions** in connection with the *property*.

- According to information provided by the client and site contact, the subject property was used at one time as an auto repair and gas station and two underground storage tanks (USTs) were removed from the subject property in approximately 2011. No records indicating the tanks installation date, characteristics, or removal were on file with any of the regulatory agencies contacted by EEI including the Moreno Valley Fire Department, County of Riverside Department of Environmental Health, or the SWRCB. There are specific regulations and requirements regarding the installation, operation, and abandonment of USTs in the State of California. EEI recommends that the property owner notify the County of Riverside Department of Environmental Health of the existence and removal of the tanks, and enter into a voluntary agreement to properly abandon the USTs, and perform any required site investigation activities to determine if an unauthorized release has occurred.

## 1.0 INTRODUCTION

### 1.1 Purpose

The purpose of this Phase I Environmental Site Assessment (ESA) was to assess the possible presence of *recognized environmental conditions* for the residential and commercial property located at 25165 Cottonwood Avenue, City of Moreno Valley, Riverside County, California (**Figure 1**). *Recognized environmental conditions* include property uses that may indicate the presence or likely presence of an existing, historical, or threatened release of any hazardous substances or petroleum products into structures, soil, and/or groundwater beneath the property. The term *recognized environmental conditions* is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment, and that would not be subject to enforcement action by a regulatory agency.

This ESA was performed in general conformance with the American Society for Testing and Materials (ASTM) *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, Designation E1527-05.

### 1.2 Scope of Services

The following scope of services was conducted by EEI:

- A review of readily available documents which included topographic, geologic, and hydrogeologic conditions associated with the subject site.
- A review of readily available maps, aerial photographs and other documents relative to historical subject site usage and development.
- A review of readily available federal, state, county, and city documents and database files concerning hazardous material storage, generation and disposal, active and inactive landfills, existing environmental concerns, and associated permits related to the subject property and/or immediately adjacent sites.
- A site reconnaissance to ascertain current conditions of the subject property.
- Interviews with person(s) knowledgeable of the subject property.
- The preparation of this report which presents our findings, conclusions, and recommendations.

### 1.3 Reliance

This ESA has been prepared for the sole use of the Roman Catholic Bishop of San Bernardino (Client). This assessment should not be relied upon by other parties without the express written consent of EEI and the Client. Any use or reliance upon this assessment by a party other than the Client; therefore, shall be solely at the risk of such third party and without legal recourse against EEI, its employees, officers, or directors, regardless of whether the action in which recovery of damages is brought or based upon contract, tort, statute or otherwise.

This assessment should not be interpreted as a statistical evaluation of the subject site, but rather is intended to provide a preliminary indication of onsite impacts from previous site usage and/or the release of hazardous materials. If no significant indicators of the presence of hazardous materials and/or petroleum contamination are encountered during this search, this does not preclude their presence.

The findings in this report are based upon published geologic and hydrogeologic information, and information (both documentary and oral) provided by the Cathedral City, County of Riverside, Environmental Data Resources (EDR®) (i.e., agency database search), various state and federal agencies, and EEI's field observations. Some of these data are subject to change over time. Some of these data are based on information not currently observable or measurable, but recorded by documents or orally reported by individuals.

## **2.0 PHYSIOGRAPHIC SETTING**

### **2.1 Site Description**

The subject property is located on the south side of Cottonwood Avenue, approximately 750 feet east of its intersection with Perris Boulevard, in the City of Moreno Valley, Riverside County, California. The subject property encompasses 1.89-acres of land on a single parcel identified by Assessor's Parcel Number (APN) 479-200-003-9 (County of Riverside GIS/TLMA, 2013) (**Appendix B**). According to the County Assessor, the address associated with the subject property 25165 Cottonwood Avenue (**Figure 2**). According to the Client, the type of property transaction associated with the subject property is for the purposes of development and waste water retention.

The subject property is a rectangular lot, with dimensions of approximately 625-feet by 125-feet, and is comprised of a central open area and three structures including a one-story single family residence with detached garage, swimming pool, spa, and concrete patio on the northern portion, and a one-story garage-type structure surrounded by metal storage sheds, a metal cargo container, and fencing on the southern portion.

The subject property is located in a predominantly residential area of the City of Moreno Valley, California. The property is immediately bound by Cottonwood Avenue to the north; single-family residential property along Sweet Grass Drive to the south; an inactive heavy equipment/tractor trailer storage yard to the east; and an unimproved parking lot associated with the adjoining St. Christopher Catholic Parish (25075 Cottonwood Avenue), to the west. According to the City of Moreno Valley Planning Department, the subject property is zoned as Single Family Residential (R-1).

Based on historical records such as aerial photographs, and topographic maps, the subject property was undeveloped land from at least 1938. In 1974, City building permits indicate that a barn was constructed on the property. And in 1975, the property was developed with a dwelling, detached garage, and shed. The property has remained with a similar structural configuration through the present time.

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## **2.2 Topography**

The subject property is located on the United States Geological Survey (USGS) 7.5 Minute, Sunnymead Quadrangle map (USGS, 1980). The map indicates the elevation of the subject property ranges from approximately 1,580 feet above mean sea level (amsl) at the southern margin and rises in elevation to approximately 1,588 feet amsl at the northern margin of the property. The property consists of land which gently slopes towards in a southeasterly direction.

## **2.3 Regional and Local Geology**

The subject property and vicinity are situated in the central part of the Peninsular Ranges geomorphic province, southwest of Perris Valley and south of Lake Mathews. The subject property lies east of the Cleveland National Forest and the Elsinore Mountains, in the foothills west of the Elsinore Trough and Lake Elsinore. This portion of the Peninsular Ranges contains the San Jacinto Valley, which lies parallel to the San Jacinto Fault zone trending northwesterly along the base of the San Jacinto Mountains. The subject property lies near the foothills northwest of Lake Elsinore, within the Perris Block (CGS, 2002). The subject property is underlain by Quaternary-age unconsolidated stream, river channel, and alluvial fan deposits (CDMG, 1966).

Structural deformation in the site vicinity is related to the Elsinore Fault zone, a major northwest-southwest trending strike-slip fault zone which runs through the immediate site vicinity (Jennings, 1994, CDMG, 2000). Motion along the Elsinore Fault zone is primarily right-lateral, with a minor right-reverse component. The Elsinore Fault zone is considered active, with major ruptures occurring approximately every 100 to 300 years, at magnitudes of 6.8 (CDMG, 1998).

Soil in the vicinity of the site has been identified by the United States Department of Agriculture - Natural Resource Conservation Service, online Web Soil Survey database as fine sandy loam of the Pachappa Soil Series at 2 to 8 percent slopes, (USDA, 2013). The Pachappa series consists of well drained (minimal) Noncalic Brown soils developed from moderately coarse textured alluvium. They occur on gently sloping alluvial fans and flood plains under annual grass-herb vegetation. Pachappa soils have very slow runoff, and moderate permeability. In places the soil is subject to occasional overflow and high water table. The soils appear to have developed under conditions of occasional high water table.

## **2.4 Regional and Local Hydrogeology**

According to the Santa Ana Regional Water Quality Control Board –Region (8) (SARWQCB, 1995), the subject property is located within the Perris Valley Hydrologic Subarea of the Perris Hydrologic Area of the San Jacinto Valley Hydrologic Unit (802.11). In general, groundwater in this basin has been designated as beneficial for domestic/municipal, industrial, processing and agricultural uses.

The California Department of Water Resources Water Data Library (WDL) website does not indicate the presence of any wells in the immediate site vicinity (Township 03 South, Range 03 West, and Section 8).

## **2.5 Hydrologic Flood Plain Information**

EEI reviewed the Federal Emergency Management Agency (FEMA) Flood Hazard Map online database (2011) to determine if the subject property was located within an area designated as a Flood Hazard Zone. According to the information reviewed on the Flood Insurance Rate Map (FIRM), Map No. 06065C0761G, Panel 761 of 3805 (effective August, 2008), the subject property is located within Zone X, which are areas outside the 1 percent annual chance floodplain. A copy of the FIRM map is included in **Appendix B**.

### 3.0 SITE BACKGROUND

#### 3.1 Site Ownership

Information regarding the subject property ownership was obtained from a First American Title Company Preliminary Title Report (PTR), dated October 28, 2013. According to the PTR, the current owner of the subject property is listed as The Roman Catholic Bishop of San Bernardino, A Corporation, Sole, for the Benefit of Saint Christopher Catholic Church, Moreno Valley, California 92553. A copy of the PTR is included in **Appendix B**.

#### 3.2 Site History

EEI reviewed readily available information sources to evaluate historic land use in and around the subject site. These information sources include aerial photographs, USGS maps, and the Moreno Valley Planning and Building and Safety Department files. The information sources are reviewed in the following sections.

##### 3.2.1 Historical Use Review

Aerial photographs and historical topographical maps were reviewed to identify historical land development and any surface conditions which may have impacted the subject property. Photographs and historical topographic maps dating between 1901 and 2012 were obtained and reviewed from EDR®, an environmental information/database retrieval service. An aerial photograph dated November 2012, was obtained from Google Earth®, a copy of which is included herein (**Figure 2**). **Table 1** summarizes the results of the aerial photograph and historical topographic map review. Copies of the aerial photographs and historical topographic maps provided by EDR® are included in **Appendix C**.

Based on the data reviewed, the subject property appeared to be undeveloped land from at least 1938 through 1967. In 1977, the property appeared with a structure and pool on the northern portion, as well as a structure on the south-central portion. The property remained in this configuration through the 2012 photograph. The St. Christopher's School appeared on the property at the southeast corner of cottonwood Avenue and Perris Boulevard, to the west of the subject property in a 1973 topographic map. The school property appeared expanded with a larger central building in a 1989 photograph.

TABLE 1 Summary of Historical Use Review		
Year	Source and Scale	Comments
1901/ 1904	Topographic Map 1:125,000/ 1:250,000	Scale of the map did not allow for a detailed review of the subject property. Site vicinity labeled as Moreno Valley.
1938	Aerial Photograph 1inch=500 feet	Subject property appeared as undeveloped land. Adjacent and surrounding property appeared with rural residential development, undeveloped land and orchard property.
1943/ 1953	Topographic Map 1:62,500/ 24,000	Streets surrounding the subject property were present and appeared to be part of Moreno Valley. Highway 60 traversed through the general site vicinity.

<b>TABLE 1 Summary of Historical Use Review</b>		
Year	Source and Scale	Comments
1953	Aerial Photograph 1inch=500 feet	Subject property remained undeveloped land. A rural residence appeared immediately adjacent and to the west of the subject property. Increased development of rural residential property appeared in the surrounding area.
1967	Topographic Map 1:24,000	No apparent changes were noted to the subject property or adjacent property since the 1953 map. Increased development appeared in the surrounding area.
1967	Aerial Photograph 1inch=500 feet	Subject property remained undeveloped land. Adjacent property to the east appeared cleared of vegetation, and portions appeared with parked vehicles and possibly small structures. Adjacent property to the west appeared with several buildings and residences to the southwest. Increased residential development appeared in the surrounding area.
1973	Topographic Map 1:24,000	A small structure was present in the immediate site vicinity. The St. Christopher School was present to the west along Perris Boulevard. Increased development appeared in the surrounding area.
1977	Aerial Photograph 1inch=500 feet	Subject property appeared with structures on the northern and south-central portions with open areas in between. A pool was present near the structure on the northern portion. Adjacent property to the east and west also appeared occupied with structures and portions of cleared land. Property to the southwest fronting Perris Boulevard appeared with residences. Increased development appeared in the surrounding area.
1980	Topographic Map 1:24,000	No apparent changes were noted on the subject property and adjacent property since the 1973 map. Increased development appeared in the surrounding area.
1989/ 1994	Aerial Photograph 1inch=500 feet	Subject property remained with structures on the northern and south-central portions. Adjacent property to the west appeared with a large building (church) and surrounding parking. Increased development of large residential tracts appeared in the surrounding area.
2002/ 2005	Aerial Photograph 1inch=500 feet	Subject property remained as it appeared in previous photographs with structures and open land. No apparent changes were noted on the adjacent property to the east and west. Surrounding area appeared with increased development. Surrounding streets appeared widened and improved.
2006/ 2009/ 2012	Aerial Photograph 1inch=500 feet	Subject property remained as it appeared in previous photographs with structures and open land. No apparent changes were noted on the adjacent property to the east and west. Surrounding area appeared with increased development.
November 2012	Aerial Photograph Google Earth (Color)	Subject property appeared with a structure and swimming pool on the northern portion. A structure was also present on the south-central portion of the property. Adjacent property to the east appeared in a similar fashion with structures and vehicles. Immediately adjacent property to the west appeared as vacant land, beyond which lay the St. Christopher's Church.

### 3.2.2 City/County Directories

Directory listings associated with the subject property (25165 Cottonwood Avenue) was obtained from EDR®, an environmental information/database retrieval service. The subject property address was listed as occupied by a residence from 1980 through 2011. No addresses of potential concern, including cleaners, automotive shops, and other occupants of potential environmental concern were identified on the subject property.

A summary of the listings associated with the subject property address is summarized below in **Table 2**. Information for the target addresses (in bold) as well as the next lowest address on the same side of the street (left column) and next highest address on the same side of the street (right column). A copy of the City Directory Report is provided in **Appendix C**.



TABLE 2 Summary of City Directory Search 25165 Cottonwood Avenue, Moreno Valley, California 92553		
North Adjacent Addresses	Subject Addresses	South Adjacent Addresses
<b>2011</b>		
25075 Perris Blvd. –St. Christopher’s Church	<b>25165- Residential listing (R. Lathrop; M. McCallum); K. Le (2005)</b>	25242- Young Homes 25652- No listing
<b>2000 and 2005</b>		
25075–St. Christopher’s Church	<b>25165- Residential listing (R. Lathrop; M. McCallum)</b>	25652- Residential listing
<b>1995</b>		
24926 –No listing	<b>25165- Residential listing (R. Lathrop; M. McCallum)</b>	25652- Residential listing
<b>1985 and 1990</b>		
25131 –No listing	<b>25165- Residential listing (M. McCallum)</b>	25183- No listing 25748- Residential listing
<b>1980</b>		
25131 –Residential listing	<b>25165- Residential listing (M. Edmiston)</b>	25183- No listing
<b>1975</b>		
25131 -no listing	<b>25165- Address not listed</b>	25183- Conrock Co.
End Of Search due to: A) earlier directory or street listing not found; B) listing out of range, listings re-numbered, or no numeric listings		

### 3.2.3 Sanborn Fire Insurance Maps

EEI researched available Sanborn Fire Insurance Maps of the subject property. Sanborn Maps provide detailed information on site structures, uses, and occupancies and were typically utilized by insurance companies to evaluate potential fire risk. EEI requested a Sanborn map search from EDR®, an environmental information/database retrieval service. According to EDR, there is not Sanborn map coverage for the area of the subject property (**Appendix C, page 46**).

### 3.2.4 City of Moreno Valley/Riverside County Building Departments

EEI contacted the City of Moreno Valley Building Department and the Riverside County Building Department to review building permits related to the subject property address 25165 Cottonwood Avenue, Moreno Valley, California. According to the City building department, a single record was on file for the subject property and described a stop work order for a patio, dated April 14, 2009. City personnel also added that the City of Moreno Valley was incorporated in 1984; therefore, any permits issued to properties prior to this date, would be on file with the County of Riverside Building Department. Subsequent contact with the County of Riverside Building records department indicated the following entries, in chronological order were related to the subject property addresses:

- March 6, 1974 – Permit for the construction of a register-barn.
- May 7, 1974 – Application for a temporary use permit for service prior to completion of structure
- October 31, 1975 – Permit for a dwelling, detached garage, and construction shed.

### 3.3 Regulatory Database Search

EEI reviewed known electronic database listings for possible hazardous waste generating establishments in the vicinity of the subject site, as well as adjacent sites with known environmental concerns. Facilities were identified by county, state, or federal agencies that generate, store, or dispose of hazardous materials. The majority of information in this section was obtained from EDR®, an environmental information/database retrieval service. A copy of the FirstSearch® report is provided in **Appendix D**, along with a description of the individual databases. The subject property was not listed on any of the databases reviewed as having environmental concerns. For discussion purposes, the term “non-geocoded” is applied to sites that either have non-existent or incomplete addresses. EEI has located these sites, based on the location description provided in the records search. Following is a list of databases that were reviewed in the preparation of this report.

#### 3.3.1 Federal Databases

National Priority List (NPL) – No listings were reported within a one mile radius of the subject property.

NPL Delisted – No listings were reported within a one mile radius of the subject property.

Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) – No listings were reported within a one-half mile radius of the subject property.

CERCLIS No Further Remedial Action Planned (NFRAP) Archive – No listings were reported within a one-half mile radius of the subject property.

Resource Conservation and Recovery Information System (RCRA) Corrective Action Sites (COR) – No listings were reported within a one mile radius of the subject property.

RCRA TSD Facility List (RCRA-D) – No listings were reported within a one-half mile radius of the subject property.

RCRA Generators (RCRA-G) – No listings were reported within a one-quarter mile radius of the subject property. One non-geocoded listing was reported. Upon further review, EEI determined this site to be located further than one mile from the subject property; therefore, this site is not considered a concern.

Federal IC/EC – No listings were reported within a one-quarter mile radius of the subject property.

Emergency Response Notification System (ERNS) – No listings were reported within a one-eighth mile radius of the subject property.

#### 3.3.2 State and Regional Sources

State/Tribal NPL – No listings were reported within a one mile radius of the subject property.

State/Tribal CERCLIS – Three listings reported within a one mile radius of the subject property. **Moreno Valley Regional Learning** (northeast corner Perris Boulevard and Bay Avenue, 0.19 miles southwest), was listed as a school investigation site where the Department of Toxic Substance Control (DTSC) determined no further action (NFA) was required in 2007. Based on the NFA status by a regulatory agency, this site is not considered to be an environmental concern at this time.

Based on location of the remaining two sites (farther than one-quarter mile from the subject property), these sites are not considered a concern. The listings include: **Bay View Elementary School** (24801 Bay Avenue, 0.36 miles southwest); and **the Proposed Alessandro Administration Building Expansion** (Alessandro Boulevard and Chara Street, 0.73 southeast).

State/Tribal Solid Waste Landfill (SWL) Sites – No listings were reported within a one-half mile radius of the subject property.

State/Tribal California State Leaking Underground Storage Tanks (LUST) – Eight listings (some duplicated) were reported within a one-half mile radius of the subject property. Of the eight listings, six of the listings were located further than one quarter mile from the subject property; and therefore, are not considered a concern. Of the listings located within a one quarter mile of the subject property, it was determined that there was only one individual site, due to dual database listings.

EEI reviewed the online database GeoTracker, which provides records on LUSTs, and Cleanup Program Sites, maintained by the State Water Resources Control Board (SWRCB), for more information regarding the case. The following is a summary of the information reviewed:

**Sunnymead District Maintenance Yard** (25241 Cottonwood Avenue, 0.20 miles northeast), reported a diesel fuel release in 1988 caused by a tank overflow, which reportedly impacted the soil only. According to the information reviewed, the case was closed by the SARWQCB on November 14, 1991. Information from a case closure summary indicated that groundwater was not impacted; therefore, no information on depth of groundwater was provided. Based on the closed case status by a regulatory agency, and soil only nature of the release, this site is not considered to be an environmental concern at this time.

State/Tribal Permitted Underground Storage Tanks (UST)/Aboveground Storage Tanks (AST) – One listing was reported within a one-quarter mile radius of the subject property. The site, **County of Riverside Waste Resources Management** (25241 Cottonwood Avenue, 0.20 miles northeast), was listed with a UST permit. Operating permits are not generally considered rationale for environmental concern, unless the facility has a dual listing, or a reported release. The aforementioned site has documented a release under the name of Sunnymead District Maintenance Yard, and is listed on the Leaking Underground Storage Tank (LUST) databases as a closed case. See the LUST section above.

State/Tribal Voluntary Cleanup Program Properties (VCP) – No listings were reported within a one-quarter mile radius of the subject property.

US Brownfields – No listings were reported within a one-half mile radius of the subject property.

Other SWF – No listings were reported within a one-half mile radius of the subject property.

Other Hazardous Sites – One listing was reported within a one-eighth mile radius of the subject property. The site, **Moreno Valley Regional Learning** (northeast corner Perris Boulevard and Bay Avenue, 0.19 miles southwest), was listed as a school investigation site where the DTSC determined no further action (NFA) was required in 2007. Based on the NFA status by a regulatory agency, this site is not considered to be an environmental concern at this time.

Other Tanks – Two listings were reported within a one-quarter mile radius of the subject property. Operating permits are not generally rationale for environmental concern, unless a facility has a dual listing, such as a reported release. Both listings were for the same site, **EMWD Moreno #2 Plumbing Plant** (24999 Cottonwood Avenue, 0.16 miles northwest). The aforementioned listing has not documented a release; and is not considered a concern.

Local Land Records – No listings were reported within a one-half mile radius of the subject property.

Spills – No listings were reported.

Other – Nine listings were reported within a one-quarter mile radius of the subject property. Inclusion on the Other database does not necessarily indicate the existence of an environmental concern, such as a release or spill incident. The aforementioned site has documented a release under the name of Sunnymead District Maintenance Yard, and is listed on the Leaking Underground Storage Tank (LUST) databases as a closed case. See the LUST section above.

Nine non-geocoded listings were reported. Upon further review, EEI determined these sites to be located further than one-quarter mile from the subject property; therefore, these sites are not considered a concern.

### 3.4 Regulatory Agency Review

#### 3.4.1 City of Moreno Valley Fire Department

EEI requested information from the City of Moreno Valley Fire Department concerning any hazardous materials permits, UST, or cleanup information available for the subject property. According to staff, the City fire department does not hold records related to hazardous releases, spills, or UST permits and referred EEI to the County of Riverside Department of Environmental Health (see below).

#### 3.4.2 County of Riverside Department of Environmental Health

EEI reviewed County of Riverside Department of Environmental Health's (RCDEH) Underground Storage Tank (UST) List, UST Sites to be Upgraded List, LUST List, LUST Disclosure List, Hazardous Waste Generator List, Emergency Response, Complaint and Investigation (ERCI) List, DTSC Calsite List, and Superfund Site List, for information pertaining to the subject property. All of the aforementioned database lists are updated on a quarterly basis and were last updated in April 2013, with the exception of ERCI listing which was dated January 2001. There are no listings found pertaining to the subject property addresses.

### 3.4.3 Department of Toxic Substances Control

EEI contacted the Department of Toxic Substances Control (DTSC) regarding any records for the subject property. EEI also researched the DTSC online database EnviroStor (2013) for listings on or adjacent to the subject property. Neither the subject property nor any adjacent or nearby properties were listed on any of the databases researched.

### 3.4.4 State Water Resources Control Board

EEI reviewed the online database GeoTracker (2013), which provides records on LUSTs and Spills, Leaks, Investigation and Cleanup (SLIC) sites, which is maintained by the State Water Resources Control Board (SWRCB). Neither the subject property nor any adjacent properties were listed on any of the databases researched.

### 3.4.5 Review of Division of Oil, Gas and Geothermal Resources Files

Oil and gas wells were not observed at the subject property during our site reconnaissance. A review of the California Division of Oil, Gas, and Geothermal Resources Website for oil and gas fields in California and Alaska (CDOGGR, 2013) did not indicate the presence of oil and gas wells on or adjacent to the subject property.

### 3.4.6 National Pipeline Mapping System

EEI reviewed the National Pipeline Mapping System (NPMS, 2013) public viewer website for gas transmission pipelines and hazardous liquid trunklines on or close to the subject property. According to the information reviewed, an in service natural gas transmission line, operated by Southern California Gas Company, runs east to west, in parallel to Cottonwood Avenue located to the north of the subject property.

## 3.5 Interview with Current Property Owner

The current owner of the subject property is the Roman Catholic Bishop of San Bernardino, and is also the entity on whose behalf the Phase I ESA is being prepared. Pertinent information provided by a representative of the Roman Catholic Bishop of San Bernardino, regarding the subject property is documented below in Section **3.6 User Provided Information**. No indications of environmental concern were noted by the property owner representative (see below).

## 3.6 User Specific Information

Pursuant to ASTM E1527-05, EEI provided a Phase I ESA User Specific Questionnaire to the “user” (the person on whose behalf the Phase I ESA is being conducted), by Mr. Max Arzu, Parish Council Co-Chair with St. Christopher Catholic Parish, with the Roman Catholic Bishop of San Bernardino. The User Specific Information provided by Mr. Arzu is documented below. A list of the user specific questions (per ASTM E1527-05) with the associated responses, as well as the Preliminary Title Report for the property is included in **Appendix E**.

### 3.6.1 Environmental Liens or Activity and Use Limitations

Mr. Arzu stated that he is not aware of any environmental liens or activity and land use limitations on the subject property. The Client provided EEI with a PTR prepared for the subject property by First American Title Insurance Company on October 28, 2013. A review of the PTR confirmed the absence of any environmental liens or land use limitations associated with the subject property.

### 3.6.2 Specialized Knowledge

Mr. Arzu stated that his specialized knowledge or experience related to the property or nearby properties (i.e., knowledge of the chemicals or processes used by a type of business) includes that the property was used commercially as an automobile repair and gas station. Mr. Arzu stated that the property was currently in use as a parking and soccer practice field, and that an onsite garage was used as a meeting place for the Knights of Columbia.

### 3.6.3 Valuation Reduction for Environmental Issues

In regards to an inquiry of purchase price being paid for the subject property, Mr. Arzu had no response.

### 3.6.4 Presence or Likely Presence of Contamination

Mr. Arzu stated that he is not aware of any environmental issues related to the subject property. Mr. Arzu stated that the property was historically used for automobile repair and a gas station. In addition, Mr. Arzu noted that gas and diesel fuel and automobile grease were present or once present at the property. Mr. Arzu also stated that Underground Fuel Storage Tanks (USTs) were formerly located on the property and were abandoned and removed in 2011.

### 3.6.5 Other

Mr. Arzu stated that the Phase I ESA is required to insure that the property was free of environmental issues. According to Mr. Arzu, the type of property transaction associated with the subject property is for the purposes of development and waste water retention.

## 3.7 Other Environmental Issues

### 3.7.1 Asbestos-Containing Materials

Asbestos, a natural fiber used in the manufacturing of a number of different building materials, has been identified as a human carcinogen. Most friable (i.e., easily broken or crushed) asbestos-containing materials (ACM) were banned in building materials by 1978. By 1989, most major manufacturers had voluntarily removed non-friable ACM (i.e., flooring, roofing, and mastics/sealants) from the market. These materials, however, were not banned completely.

An ACM survey was not conducted at the subject property as part of this Phase I ESA. According to the information reviewed, structures on the subject property were built prior to 1978. Therefore, the presence of asbestos-containing materials is likely. EEI recommends ACM testing of building materials prior to improvements or demolition activities.

### 3.7.2 Lead-Based Paint

Lead-based paint is identified by OSHA, the Environmental Protection Agency (EPA) and the Department Housing and Urban Development Department (HUD) as being a potential health risk to humans, particularly children, based upon its effects to the central nervous system, kidneys, and bloodstream. The risk of lead-based paint has been classified by HUD based upon the age and condition of the painted surface. This classification includes the following:

- Maximum risk is from paint applied before 1950.
- A severe risk is present from paint applied before 1960.
- A moderate risk is present from paint applied before 1970.
- A slight risk is present from paint applied before 1977.
- Paint applied after 1977 is not expected to contain lead.

According to the information reviewed, structures on the subject property were built prior to 1978. Therefore, the presence of lead based paint is likely. EEI recommends lead-based paint testing of building materials prior to improvements or demolition activities.

### 3.7.3 Radon

Radon is a radioactive gas which has been identified as a human carcinogen. Radon gas is typically associated with fine-grained rock and soil, and results from the radioactive decay of radium. The U.S. EPA recommends that homeowners in areas with radon screening levels greater than four Picocuries per liter (pCi/L) conduct mitigation of radon gas to reduce exposure.

Sections 307 and 309 of the Indoor Radon Abatement Act of 1988 (IRAA) directed the U.S. EPA to list and identify areas of the U.S. with the potential for elevated indoor radon levels. U.S. EPA's Map of Radon Zones (EPA-402-R-93-071) assigns each of the 3,141 counties in the U.S. to one of three zones based on radon potential:

- Zone 1 counties have a predicted average indoor radon screening level greater than 4 pCi/L.
- Zone 2 counties have a predicted average indoor radon screening level between 2 and 4 pCi/L.
- Zone 3 counties have a predicted average indoor radon screening level less than 2 pCi/L.

Based on such factors as indoor radon measurements, geology, aerial radioactivity, and soil permeability; the U.S. EPA has identified the County of Riverside as Zone 2 (i.e., a predicted average indoor radon screening level between 2 and 4 pCi/L). EEI does not consider radon as a significant environmental concern at this time.

## 4.0 SITE RECONNAISSANCE

### 4.1 Purpose

The purpose of our site reconnaissance was to visually and physically observe the subject property, structures, and adjoining properties for conditions indicating an existing release, past release, or threatened release of any hazardous materials/substances or petroleum products into structures on the subject property, or into soil and/or groundwater beneath the subject property. This would include any evidence of contamination, distressed vegetation, petroleum-hydrocarbon surface staining, waste drums, above ground storage tanks (ASTs), USTs, illegal dumping, or improper waste storage/handling.

#### 4.2 Subject Site

On October 29, 2013, EEI personnel conducted a site reconnaissance to visually observe the subject property and adjoining properties for conditions indicating a potential recognized environmental concern. EEI was accompanied by Mr. Max Arzu, Parish Council Co-Chair with St. Christopher Catholic Parish. Visual conditions present during the site reconnaissance are documented in the Photographic Log (**Appendix F**), and summarized in **Table 3**.

The subject property is located in a predominantly residential area of the City of Moreno Valley, California. There is, however, neighborhood commercial/retail and industrial in the immediate site vicinity. The subject property, located at 25165 Cottonwood Avenue, is situated on a single parcel of land (APN 479-200-003-9), which is comprised of 1.89 acres. The subject property is bound by Cottonwood Avenue to the north; single-family residences to the south; an unimproved parking lot associated with St. Christopher Catholic Parish to the west; and, what appeared to be a heavy equipment/tractor trailer storage yard to the east.

The subject property is comprised of a central open area with three structures near the north and south boundaries: a one-story single family residence with detached garage, swimming pool and spa were noted on the northern portion with typical landscaping and concrete patio area; and, a one-story garage-type structure with metal storage sheds, a metal cargo container, and fencing on the southern portion. Mr. Arzu indicated that the building on the southern portion of the property had been used as a meeting hall for the Knights of Columbus. The residence and detached garage appeared to consist of wood frame, concrete slab-on-grade construction, with a plaster exterior (with plastic and brick lower siding), and asphaltic-shingle roof. The interior of the residence includes two bathrooms, two bedrooms, and an office/living area. Flooring within these areas was comprised of carpet and vinyl tiling, while the ceiling material consisted of acoustic ceiling material and plaster; however, only the kitchen, living room and one bedroom were accessed. The detached garage consisted of a one car area separated by an internal wall from a two car area. The garage contained two vehicles (one in each area) and general household items including small volume household chemicals and paint. At the west end of the garage were two large roll-up doors that provided access.

The rear (south) portion of the subject property was utilized for miscellaneous storage in and around a building consisting of concrete block walls and concrete slab on grade construction. The interior floor slab was distressed. Exterior concrete slabs were observed on the front (west) and south sides of the garage-type building. Within a chain-link fenced area surrounding the building were: one metal cargo container that contained various household items stored of future fund raising activities by the Knights of Columbus; two small metal storage sheds that contained property maintenance supplies and equipment for St. Christopher Catholic Parish (including paint and petroleum products); an exterior patio-type cover at the south edge of the slab on the south edge of the building (containing desks, tables, wood cabinets, cushions); and, two small canvas awnings on the front side of the building. Numerous lumber, plastic and metal debris was observed scattered within the fenced area, including (but not limited to) a pick-up truck; empty plastic and metal 55-gallon drums; one small trailer with metal storage shed and a second small flatbed trailer; a small tractor with rear-scraper attachment; and, three 200-gallon tanks. Debris piled on top of two of the tanks hindered direct access to the opening; however, the third tank appeared to be empty. Along the southwest exterior of the fenced area was a skip-loader and scattered debris, included an engine block. Two medium-sized trailers (one flatbed; one enclosed, were observed in the southeastern corner of the property. Rubber tires and engine parts were visible along the eastern edge of the southeastern property fence line. Minor petroleum hydrocarbon staining was noted in and around the garage area in the southeasterly portion of the subject property. Additionally, stockpiled soil and asphalt was noted near the southeastern corner of the site.



The ground surface within the undeveloped portions of the subject property was a mix of soil, ground-up asphalt, and minor scattered short vegetation. Mr. Arzu indicated that the ground-up asphalt was imported to the property, by a former tenant who was an underground cable contractor, to improve the drive and parking areas, including the parcel directly west of the subject site. Based solely upon visual observations, it also appeared that recent (cut/fill) leveling has occurred in the southern portion of the property. Irrigated fruit trees lined the northwestern boundary of the parcel. Chain-link fencing bounds the eastern, southern and northwesterly edges of the site. A gated entrance is situated along the drive, separating the residence from the rest of the property.

Localized patches of discolored soils were observed in the southern portion of the property; however, distinguishing discoloration associated with seasonal rains from other causes was difficult. Some of these patches being associated with petroleum staining, however, cannot be precluded.

Overhead power lines were observed along the northern property boundary; however, no pole-mounted transformers were observed. Other observed utilities included sewer, water and gas, as well as two pole-mounted private yard lights, all associated with the single-family residence. A restroom in the isolated garage on the southern portion of the site suggests underground sewer and water lines in the area.

No evidence of contamination, distressed vegetation, petroleum-hydrocarbon surface staining, waste drums, USTs, ASTs, illegal dumping, or improper waste storage/handling was noted during our site reconnaissance.

<b>TABLE 3</b>		
<b>Summary of Site Reconnaissance</b>		
<b>Item</b>	<b>Concerns</b>	<b>Comments</b>
General Housekeeping	No	Overall, the subject property appeared to be in good condition; however, housekeeping in the southeasterly portion of the site should be improved.
Surface Spills	No	No concerns observed.
Stained Surfaces	No	Minor petroleum hydrocarbon staining was noted in and around the garage area in the southeasterly portion of the subject property.
Fill Materials	No	A stockpile of soil and crushed asphalt was observed in the southeasterly portion of the site. Hints of recent cut and fill leveling were noted in the southern portion of the site.
Pits/Ponds/Lagoons	No	No concerns observed.
Surface Impoundments	No	No concerns observed.
ASTs/USTs	No	No concerns observed.
Distressed Vegetation	No	No concerns observed.
Wetlands	No	No concerns observed.
Electrical Substations	No	No concerns observed.
Areas of Dumping	No	No concerns observed.
Transformers	No	No concerns observed.
Waste/Scrap Storage	No	Various quantities of debris and scrap storage were observed within in the garage area in the southeasterly portion of the subject property.
Chemical Use/Storage	No	No concerns observed.

### 4.3 Adjacent Properties

EEI conducted a visual and auto reconnaissance of the adjoining neighborhoods (to the extent practical) to evaluate the potential for offsite impacts that may affect the subject property. Property to the south and southwest consisted of single-family residences. An unimproved parking lot associated with St. Christopher Catholic Parish is located directly west of the subject parcel, with the Parish compound situated further west. An undeveloped parcel is located north of the site, across Cottonwood Avenue. What appeared to be an inactive heavy equipment/tractor trailer storage yard was observed along the eastern subject property boundary. These areas were not readily accessible due to the presence of gates and/or poor roads. However, no obvious evidence of improper chemical or fuel storage was noted.

Adjacent properties were not identified as having environmental related issues on any of the databases researched, and are not considered as an environmental concern at this time. No service stations, dry cleaners, or industrial properties were located in the immediate vicinity, with the exception of the aforementioned inactive heavy equipment/tractor trailer storage yard directly east, and a Riverside County vehicle maintenance yard located two parcels to the east that contained a large above ground fuel storage tank.

### 5.0 FINDINGS AND OPINIONS

Based on the information obtained in this ESA, EEI has the following findings and opinions:

- Known or suspected REC's – The following known or suspected REC's have been revealed during the preparation of this ESA.

According to information provided by the client and site contact, the subject property was used at one time as an auto repair and gas station and two underground storage tanks (USTs) were removed from the subject property in approximately 2011. No records indicating the tanks installation date, characteristics, or removal were on file with any of the regulatory agencies contacted by EEI including the Moreno Valley Fire Department, County of Riverside Department of Environmental Health, or the SWRCB.

- Historical REC's – No known or suspected Historic REC's have been revealed during the preparation of this ESA.
- *De Minimis* Conditions – The following *de minimis* conditions have been revealed during the preparation of this ESA.

EEI's field observations detected various quantities of debris and scrap storage within the garage area in the southeasterly portion of the subject property including: paint and petroleum products; and, three 200-gallon aboveground tanks, and an engine block. Rubber tires and engine parts were also visible along the eastern edge of the southeastern property fence line. Minor petroleum hydrocarbon staining was noted in and around this garage area. Additionally, stockpiled soil and asphalt was noted near the southeastern corner of the property, and Localized patches of discolored soils, possibly petroleum stained, were observed throughout the southern portion.

All dumped trash and debris should be removed from the subject property and disposed of offsite. If during removal operations, unusual conditions or hazardous materials are encountered, they should be observed by an experienced environmental professional in-place, prior to complete removal.

## 6.0 DATA GAPS

Section 3.2.20 (ASTM 1527-05) defines a data gap as “a lack or inability to obtain information required by the practice despite good faith efforts of the environmental professional to gather such information.”

### 6.1 Historical Data Gaps

Based on the information obtained during the course of this investigation, no historical data gaps were encountered.

### 6.2 Regulatory Data Gaps

Based on the information obtained during the course of this investigation, no regulatory data gaps were encountered.

### 6.3 Onsite Data Gaps

Based on the information obtained during the course of this investigation, no onsite data gaps were encountered.

### 6.4 Deviations from ASTM Practices

Section 12.10 (ASTM 1527-05), states that all deletions and deviations from this practice shall be listed individually and in detail, including client imposed constraints, and all additions should be listed.

EEI believes that there are no exceptions to, or deletions from, the ASTM Designation E1527-05 Guidelines.

## 7.0 CONCLUSIONS

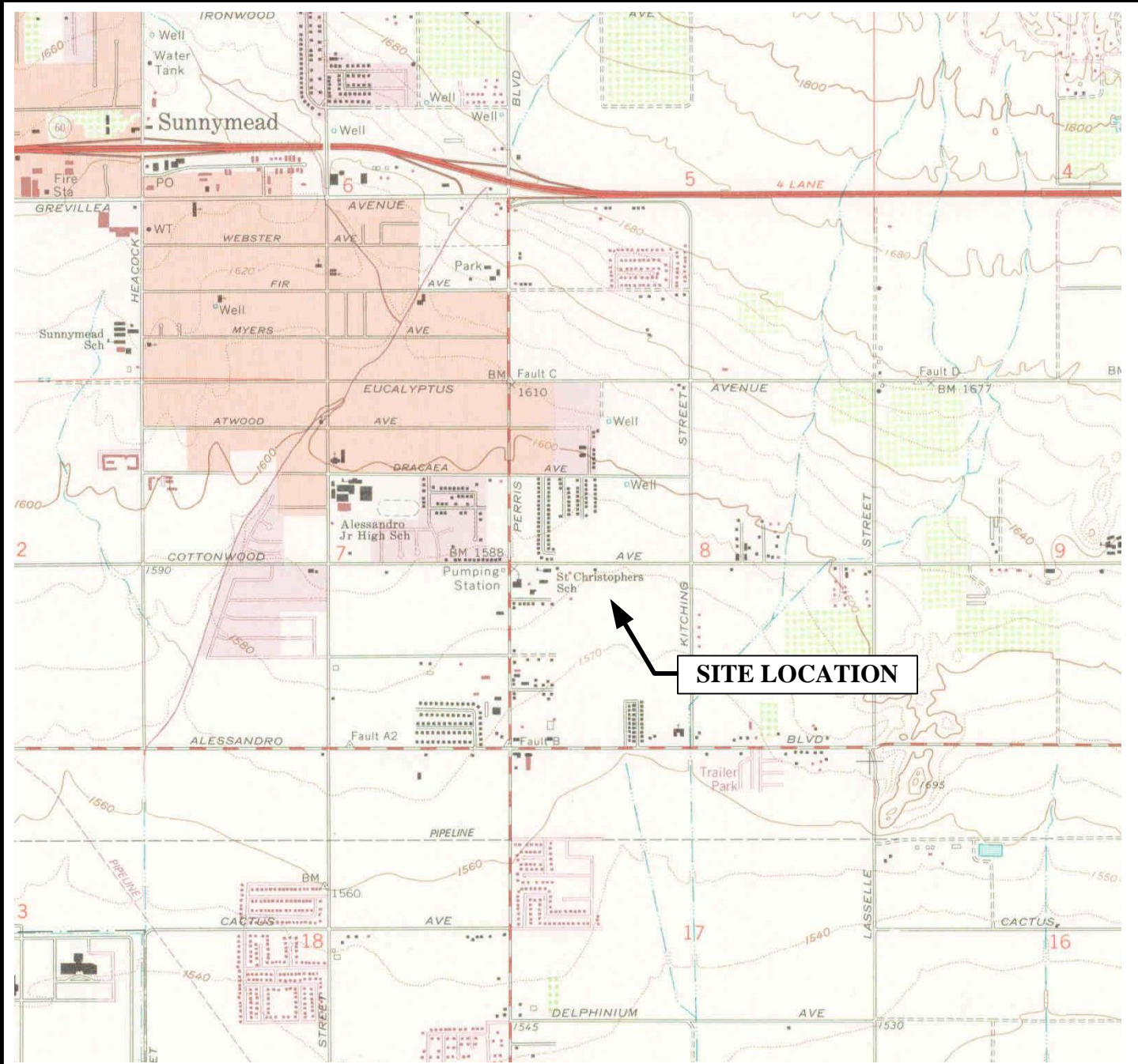
We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-05 of APN 479-200-003, the *property*. Any exceptions to, or deletions from, this practice are described in Section 6.0 of this report. This assessment has revealed **no evidence of recognized environmental conditions** in connection with the *property*.

- According to information provided by the client and site contact, the subject property was used at one time as an auto repair and gas station and two underground storage tanks (USTs) were removed from the subject property in approximately 2011. No records indicating the tanks installation date, characteristics, or removal were on file with any of the regulatory agencies contacted by EEI including the Moreno Valley Fire Department, County of Riverside Department of Environmental Health, or the SWRCB. There are specific regulations and requirements regarding the installation, operation, and abandonment of USTs in the State of California. EEI recommends that the property owner notify the County of Riverside Department of Environmental Health of the existence and removal of the tanks, and enter into a voluntary agreement to properly abandon the USTs , and perform any required site investigation activities to determine if an unauthorized release has occurred.

## 8.0 REFERENCES

- California Division of Mines and Geology (CDMG), 1966, Geologic Map of California, Santa Ana Sheet.
- California Department of Conservation Division of Mines and Geology (CDMG), 1998, Maps of Known Active Fault Near-Source Zones in California and Adjacent Portions of Nevada, published by International Conference of Building Officials.
- California Department of Conservation Division of Mines and Geology (CDMG), 2000, Digital Images of Official Maps of the Alquist-Priolo Earthquake Fault Zones of California, Southern Region, DMG CD 2000-003.
- California Department of Water Resources, Water Data Library (WDL), Website (<http://www.water.ca.gov/waterdatalibrary>), accessed November 2013.
- California Geological Survey (CGS), 2002, California Geomorphic Provinces Note 36, Electronic Copy, Revised December 2002.
- California Division of Oil, Gas, and Geothermal Resources (CDOGGR) website, [www.consrv.ca.gov](http://www.consrv.ca.gov), Oil and Gas Maps District 1, accessed November 2013.
- Department of Toxic Substances (DTSC), Website (<http://www.envirostor.dtsc.ca.gov/public/>), EnviroStor database, accessed November 2013.
- Federal Emergency Management Agency (FEMA) website ([www.fema.gov](http://www.fema.gov)), accessed November 2013.
- Jennings, Charles W., 1994, Fault Activity Map of California and Adjacent Areas, California Division of Mines and Geology, California Geologic Data Map Series, Map.
- National Pipeline Mapping System (NPMS), Public Map Viewer Website, (<https://www.npms.phmsa.dot.gov/PublicViewer/>), accessed November 2013.
- Riverside County Integrated Project (RCIP) Proposed Multiple Species Habitat Conservation Plan (MSHCP) Website (<http://www.tlma.co.riverside.ca.us>), accessed February 2013.
- Santa Ana Regional Water Quality Control Board –Region 8, 1995, (SARWQCB): California State Water Resources Control Board Publication.
- State Water Resources Control Board, Website, GeoTracker database, (<http://www.geotracker.swrcb.ca.gov/>), accessed November 2013.
- United States Department of Agriculture (USDA), Natural Resources Conservation Service, Website (<http://websoilsurvey.nrcs.usda.gov/app/>) Web Soil Survey, accessed November 2013.
- United States Geological Survey (USGS), 1980, 7.5' Topographic Map, Sunnymead, California Quadrangle.

**FIGURES**

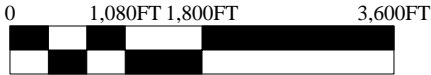


Map Source: USGS, Sunnymead, California 7.5 Minute Quadrangle map (USGS, 1980)

**LEGEND**



**Scale: 1" = 1,800'**



Note: All Locations Are Approximate

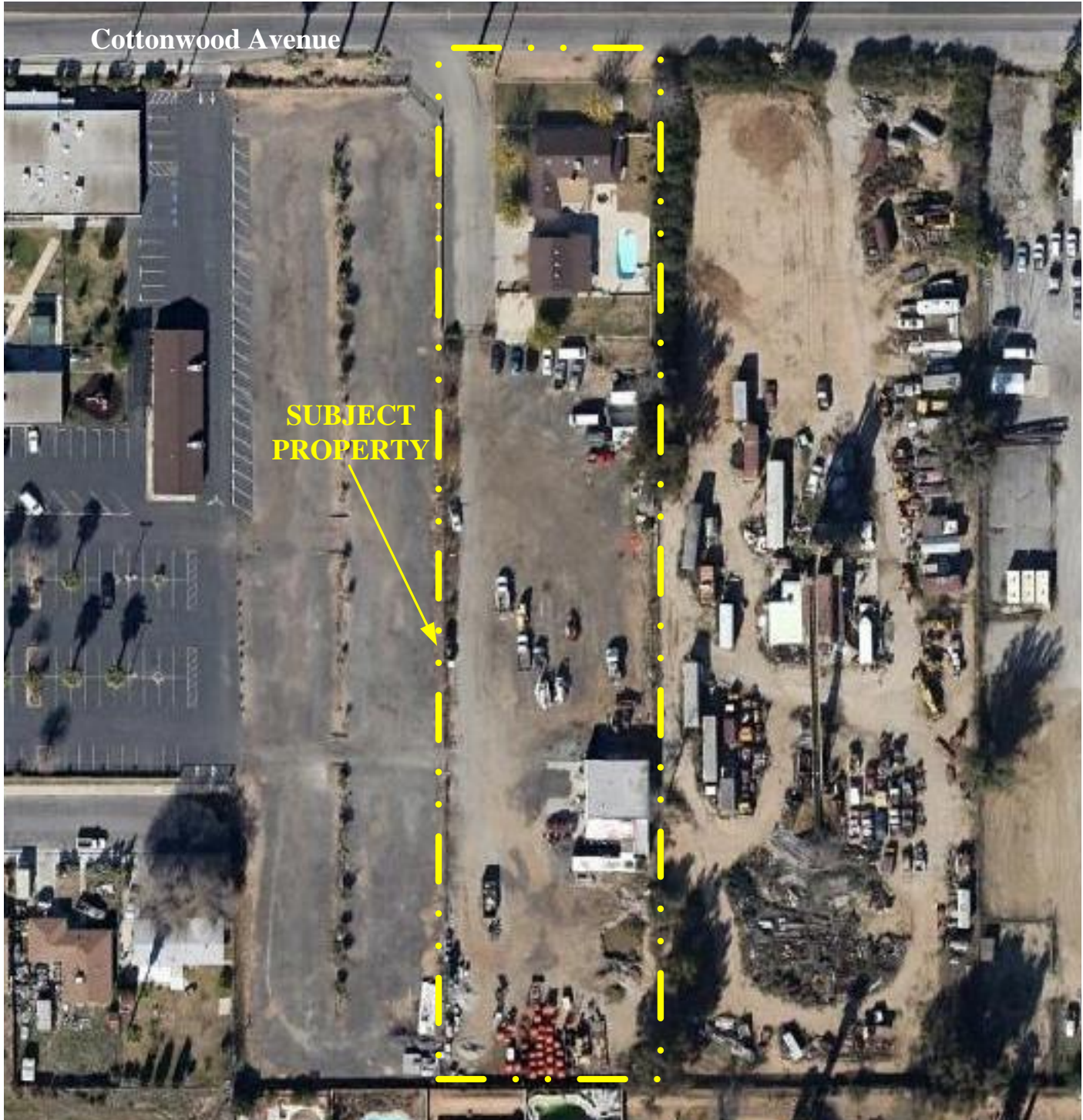
**SITE LOCATION MAP**

ROMAN CATHOLIC BISHOP OF SAN BERNARDINO  
 APN 479-200-003  
 25165 Cottonwood Avenue  
 Moreno Valley, Riverside County, California 92553  
 EEI Project No. SBD-71769.1  
 Created November 2013



**FIGURE 1**

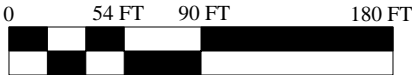
Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



Map Source: Google® 2013; Imagery Date 11/6/12



Approximate Scale: 1" = 90'



Note: All locations are approximate

**AERIAL SITE MAP**  
 ROMAN CATHOLIC BISHOP OF SAN BERNARDINO  
 APN 479-200-003  
 25165 Cottonwood Avenue  
 Moreno Valley, Riverside County, California 92553  
 EEI Project No. SBD-71769.1  
 Created November 2013



FIGURE 2

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

Phase I ESA – Roman Catholic Bishop of San Bernardino  
25165 Cottonwood Avenue, Moreno Valley, Riverside County, CA

November 11, 2013  
EEI Project No.: SBD-71769.1

**APPENDIX A  
RESUME OF ENVIRONMENTAL PROFESSIONAL**

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL





**EDWARD P. LUMP, PG, CEG, CPG, REA I**

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**Senior Engineering Geologist**

Mr. Lump has over 25 years of experience in the fields of geotechnical engineering and environmental services. Mr. Lump brings senior level technical management and field assessment skills in all phases of geotechnical engineering for projects ranging from master planned residential developments to industrial facilities and commercial shopping centers.

As a Senior Geologist and technical manager, he conducts and manages due diligence feasibility studies, third party reviews and geotechnical assessments involving earth science issues such as slope stability, shallow groundwater, earthquake faults, rock rippability, and deleterious soils. He has experience providing design parameters for retaining and reinforced earth systems, as well as post-tensioned and drilled pier foundations.

Mr. Lump brings technical expertise to EEI for development-related specialty services such as methane mitigation studies, basin recharge analysis, nitrate studies, stormwater sampling, design of residential sewage disposal systems, commercial stormwater recharge basins studies and compliance assistance for the development of construction-related NPDES permits and SWPP plans.

His environmental background includes management and completion of ASTM Phase I ESA, agricultural chemical surveys, and health-risk assessments for residential builders in southern California. Mr. Lump's experience and technical skills allow EEI to further provide our residential and commercial development clients geotechnical engineering and related compliance services.

**Professional Registration**

California Professional Geologist No. 5947  
 California Certified Engineering Geologist No. 1924  
 California Registered Environmental Assessor I No. 2565  
 Certified Professional Geologist CPG-10978  
 Arizona Registered Professional Geologist No. 48753

**Education**

B.Sc. (Geology) San Diego State University, California, 1981

Phase I ESA – Roman Catholic Bishop of San Bernardino  
25165 Cottonwood Avenue, Moreno Valley, Riverside County, CA

November 11, 2013  
EEI Project No.: SBD-71769.1

**APPENDIX B  
COUNTY OF RIVERSIDE PROPERTY INFORMATION /FIRM  
MAP/PRELIMINARY TITLE REPORT**

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

RIVERSIDE COUNTY GIS



Selected parcel(s):

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING

479-200-003

**\*IMPORTANT\***

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

**STANDARD WITH PERMITS REPORT****APNs**

479-200-003-9

**OWNER NAME**

NOT AVAILABLE ONLINE

**ADDRESS**

479-200-003  
25165 COTTONWOOD AVE  
MORENO VALLEY, CA. 92553

**MAILING ADDRESS**

(SEE OWNER)  
1201 E HIGHLAND AVE  
SAN BERNARDINO CA. 92404

**LEGAL DESCRIPTION**

RECORDED BOOK/PAGE: MB 11/10 SB  
SUBDIVISION NAME: BEAR VALLEY & ALESSANDRO DEVELOPMENT CO  
LOT/PARCEL: 3, BLOCK: P  
, Por.TRACT NUMBER: NOT AVAILABLE

**LOT SIZE**

RECORDED LOT SIZE IS 1.89 ACRES

**PROPERTY CHARACTERISTICS**

WOOD FRAME, 1792 SQFT., 2 BDRM/ 2.5 BATH, 1 STORY, ATTACHED GARAGE(816 SQ. FT), CONST'D 1975COMPOSITION, ROOF,  
CENTRAL HEATING, CENTRAL COOLING, POOL

**THOMAS BROS. MAPS PAGE/GRID**

PAGE: 717 GRID: G4, G5

**CITY BOUNDARY/SPHERE**

CITY OF MORENO VALLEY  
NOT WITHIN A CITY SPHERE  
ANNEXATION DATE: NOT APPLICABLE  
LAFCO CASE #: 83-101-5  
PROPOSALS: NOT APPLICABLE

**MARCH JOINT POWERS AUTHORITY**

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

**INDIAN TRIBAL LAND**

NOT IN A TRIBAL LAND

**SUPERVISORIAL DISTRICT 2011 (ORD. 813)**

MARION ASHLEY, DISTRICT 5

**SUPERVISORIAL DISTRICT (2001 BOUNDARIES)**

MARION ASHLEY, DISTRICT 5

**TOWNSHIP/RANGE**

T3SR3W SEC 8

**ELEVATION RANGE**

1580/1584 FEET

**PREVIOUS APN**

NO DATA AVAILABLE

***PLANNING***

**LAND USE DESIGNATIONS**

Consult with the city for land use information.

**SANTA ROSA ESCARPMENT BOUNDARY**

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

**AREA PLAN (RCIP)**

RECHE CANYON / BADLANDS

**COMMUNITY ADVISORY COUNCILS**

NOT IN A COMMUNITY ADVISORY COUNCIL AREA

**GENERAL PLAN POLICY OVERLAYS**

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

**GENERAL PLAN POLICY AREAS**

NONE

**ZONING CLASSIFICATIONS (ORD. 348)**

See the city for more information

**ZONING DISTRICTS AND ZONING AREAS**

NOT IN A ZONING DISTRICT/AREA

**ZONING OVERLAYS**

NOT IN A ZONING OVERLAY

**HISTORIC PRESERVATION DISTRICTS**

NOT IN AN HISTORIC PRESERVATION DISTRICT

**SPECIFIC PLANS**

NOT WITHIN A SPECIFIC PLAN

**AGRICULTURAL PRESERVE**

NOT IN AN AGRICULTURAL PRESERVE

**REDEVELOPMENT AREAS**

NOT IN A REDEVELOPMENT AREA

**AIRPORT INFLUENCE AREAS**

NOT IN AN AIRPORT INFLUENCE AREA

**AIRPORT COMPATIBILITY ZONES**

NOT IN AN AIRPORT COMPATIBILITY ZONE

***ENVIRONMENTAL***

**CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA**

NOT IN A CONSERVATION AREA

**CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS**

NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

**WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP**

NOT IN A CELL GROUP

**WRMSHCP CELL NUMBER**

NOT IN A CELL

**HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)**

NONE

**VEGETATION (2005)**

DEVELOPED/DISTURBED LAND

***FIRE***

**HIGH FIRE AREA (ORD. 787)**

NOT IN A HIGH FIRE AREA

**FIRE RESPONSIBILITY AREA**

NOT IN A FIRE RESPONSIBILITY AREA

***DEVELOPMENT FEES***

**CVMSHCP FEE AREA (ORD. 875)**

NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

**WRMSHCP FEE AREA (ORD. 810)**

IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.

**ROAD & BRIDGE DISTRICT**

NOT IN A DISTRICT

**EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)**

NOT WITHIN THE EASTERN TUMF FEE AREA

**WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)**

IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION.CENTRAL

**DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)**

RECHE CANYON/BADLANDS

**SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)**

IN OR PARTIALLY WITHIN AN SKR FEE AREA. SEE MAP FOR MORE INFORMATION.

**DEVELOPMENT AGREEMENTS**

NOT IN A DEVELOPMENT AGREEMENT AREA

***TRANSPORTATION***

**CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY**

IN OR PARTIALLY WITHIN A CIRCULATION ELEMENT RIGHT-OF-WAY. SEE MAP FOR MORE INFORMATION. CONTACT THE TRANSPORTATION DEPT. PERMITS SECTION AT (951) 955-6790 FOR INFORMATION REGARDING THIS PARCEL IF IT IS IN AN UNINCORPORATED AREA.

**ROAD BOOK PAGE**

51

**TRANSPORTATION AGREEMENTS**

NOT IN A TRANSPORTATION AGREEMENT

**CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS**

NOT IN A CETAP CORRIDOR.

***HYDROLOGY***

**FLOOD PLAIN REVIEW**

NOT REQUIRED

**WATER DISTRICT**

EMWD

**FLOOD CONTROL DISTRICT**

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

**WATERSHED**

SAN JACINTO VALLEY

---

***GEOLOGIC***

---

**FAULT ZONE**

NOT IN A FAULT ZONE

**FAULTS**

NOT WITHIN A 1/2 MILE OF A FAULT

**LIQUEFACTION POTENTIAL**

LOW

**SUBSIDENCE**

SUSCEPTIBLE

**PALEONTOLOGICAL SENSITIVITY**

HIGH SENSITIVITY (HIGH B).

SENSITIVITY EQUIVALENT TO HIGH A, BUT IS BASED ON THE OCCURRENCE OF FOSSILS AT A SPECIFIED DEPTH BELOW THE SURFACE. THE CATEGORY HIGH B INDICATES THAT FOSSILS ARE LIKELY TO BE ENCOUNTERED AT OR BELOW FOUR FEET OF DEPTH, AND MAY BE IMPACTED DURING EXCAVATION BY CONSTRUCTION ACTIVITIES.

---

***MISCELLANEOUS***

---

**SCHOOL DISTRICT**

MORENO VALLEY UNIFIED

**COMMUNITIES**

NOT IN A COMMUNITY

**COUNTY SERVICE AREA**

NOT IN A COUNTY SERVICE AREA.

**LIGHTING (ORD. 655)**

ZONE B, 44.17 MILES FROM MT. PALOMAR OBSERVATORY

**2010 CENSUS TRACT**

042521

**FARMLAND**

URBAN-BUILT UP LAND

**TAX RATE AREAS**

021023

- CITY OF MORENO VALLEY
- CITY OF MORENO VALLEY LIBRARY
- CSA 152



- EASTERN MUN WATER IMP DIST 3
- EASTERN MUN WTR IMP DIST 19
- EASTERN MUNICIPAL WATER
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 4
- GENERAL
- GENERAL PURPOSE
- METRO WATER EAST 1301999
- MORENA VAL UNIFIED SCH B AND I
- MORENO VAL COMM SV ZN A
- MORENO VAL COMM SVC ZN D
- MORENO VAL COMM SVC ZN E
- MORENO VALL COMM SVC ZN C
- MORENO VALLEY COMM SVC
- MORENO VALLEY FIRE
- MORENO VALLEY UNIFIED SCHOOL
- RIV. CO. OFFICE OF EDUCATION
- RIVERSIDE CITY COMMUNITY COLLEGE
- SAN JACINTO BASIN RESOURCE CONS

**SPECIAL NOTES**

NO SPECIAL NOTES

**BUILDING PERMITS**

Case #	Description	Status
039545	FIBERGLASS POOL & SPA	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZ240334	REGISTER - BARN	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZ240644	DWELLING	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZ240645	DETACHED GARAGE	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZ245298	APP. TEMP. USE PERM. SERVICE PRIOR TO COMP OF STRU	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZ245299	CONST. SHED	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZ245300	CABANA M/HOME (USED)	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017

**ENVIRONMENTAL HEALTH PERMITS**

Case #	Description	Status
NO ENVIRONMENTAL PERMITS	NOT APPLICABLE	NOT APPLICABLE

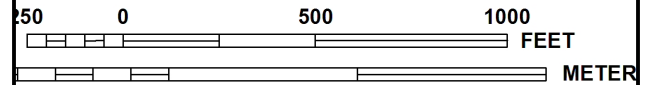
**PLANNING PERMITS**

Case #	Description	Status
NO PLANNING PERMITS	NOT APPLICABLE	NOT APPLICABLE

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING



MAP SCALE 1" = 500'



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0761G

**FIRM**  
FLOOD INSURANCE RATE MAP  
RIVERSIDE COUNTY,  
CALIFORNIA  
AND INCORPORATED AREAS

**PANEL 761 OF 3805**  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
MORENO VALLEY, CITY OF	065074	0761	G

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.



**MAP NUMBER**  
06065C0761G

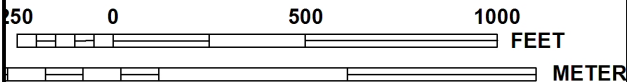
**EFFECTIVE DATE**  
AUGUST 28, 2008

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)



MAP SCALE 1" = 500'



PANEL 0761G

**FIRM**  
FLOOD INSURANCE RATE MAP  
RIVERSIDE COUNTY,  
CALIFORNIA  
AND INCORPORATED AREAS

**PANEL 761 OF 3805**  
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AUGUST 28, 2008

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING



*First American Title*

## First American Title Company

323 Court Street  
San Bernardino, CA 92401

Caludia Ortega  
Diocese of San Bernardino  
1201 East Highland Avenue  
San Bernardino, CA 92404-4607  
Phone:  
Fax:

Customer Reference: Roman Catholic Bishop Of Sb

Order Number: 0625-4521576 (CCMS)

Title Officer: Tammy Kerr/ Cheryl Campbell  
Phone: (909)380-8726  
Fax No.: (866)223-1017  
E-Mail: SBTtitle@firstam.com  
Property: 25165 Cottonwood Avenue  
Moreno Valley, CA 92553

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in [Exhibit A](#) attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in [Exhibit A](#). Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in [Exhibit A](#) of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of October 28, 2013 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance (2010) and ALTA Ext Loan Policy 1056.06 (06-17-06) if the land described is an improved residential lot or condominium unit on which there is located a one-to-four family residence; or ALTA Standard Owner's Policy 2006 (WRE 06-17-06) and the ALTA Loan Policy 2006 (06-17-06) if the land described is an unimproved residential lot or condominium unit

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

THE ROMAN CATHOLIC BISHOP OF SAN BERNARDINO, A CORPORATION, SOLE, FOR THE BENEFIT OF SAINT CHRISTOPHER CATHOLIC CHURCH, MORENO VALLEY, CA 92553

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2013-2014.
 

First Installment:	\$77.61, OPEN
Penalty:	\$0.00
Second Installment:	\$77.61, OPEN
Penalty:	\$0.00
Tax Rate Area:	021-023
A. P. No.:	479-200-003-9
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. A right of way reserved to the Bear Valley Irrigation Company, a corporation, or its assigns and to the Alessandro Irrigation District, through and upon the land herein described and every part thereof for all pipe lines, ditches and flumes necessary to irrigate any of the lands in said Alessandro Irrigation District, and the right to enter upon said land at any time for the purpose of laying, constructing, and repairing said pipe lines, ditches and flumes and the right to conduct water in and through the same.

4. An easement for electric lines and telephone lines for the transmission and distribution of electricity for any and all purposes and communication purposes and incidental purposes in the document recorded October 28, 1960 as Instrument No. 93255 of Official Records.

**Prior to the issuance of any policy of title insurance, the Company will require:**

5. With respect to THE ROMAN CATHOLIC BISHOP OF SAN BERNARDINO, a corporation:
  - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
  - b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

<b>INFORMATIONAL NOTES</b>
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Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence known as 25165 COTTONWOOD AVENUE, MORENO VALLEY, CA.

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

3. We find no open deeds of trust. Escrow please confirm before closing.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

**LEGAL DESCRIPTION**

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

THE EASTERLY 132 FEET OF THE WESTERLY 262 FEET OF LOT 3, BLOCK 96, AS SHOWN BY MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

APN: 479-200-003-9

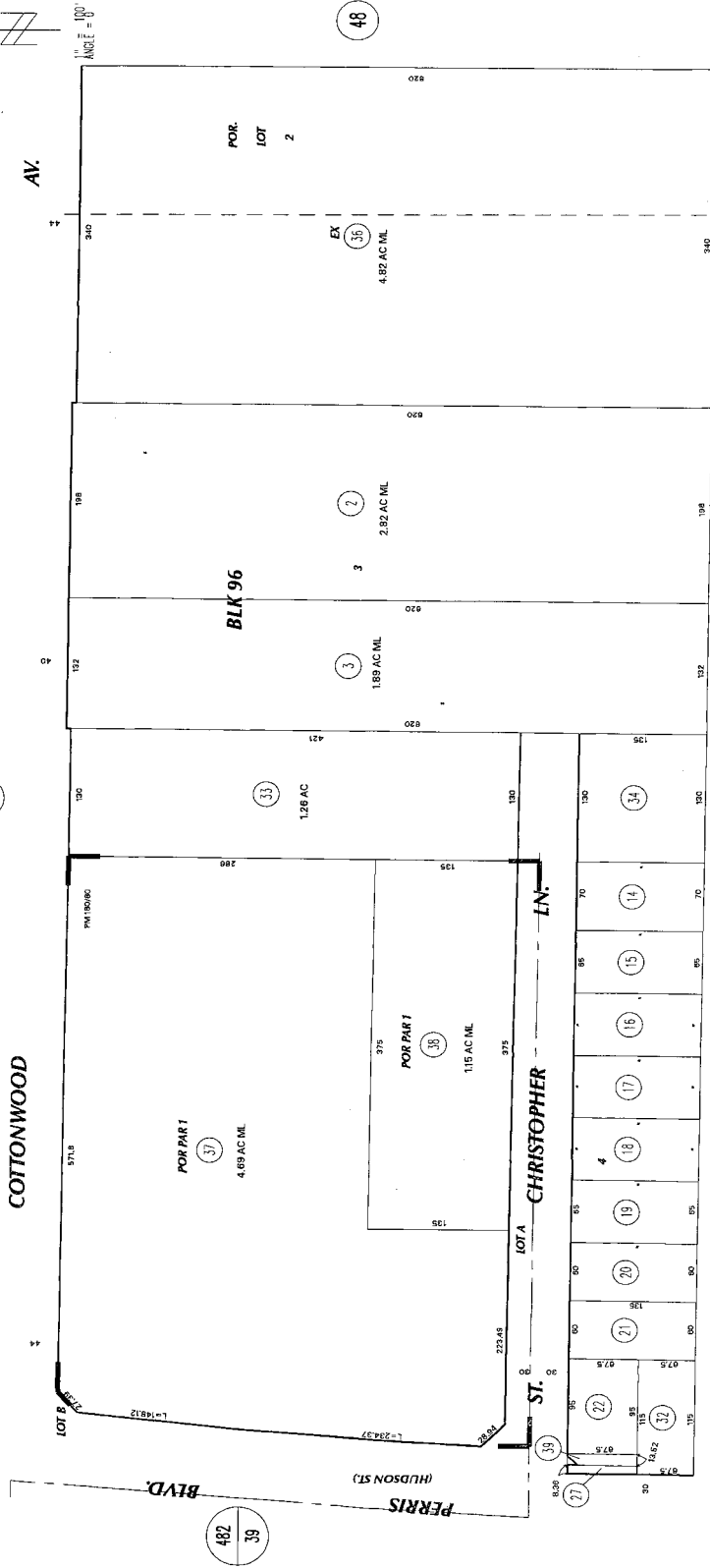


479-20  
11-6-4

I. R. A. 021-023

POR SW 8 T. 3S., R. 3W  
CITY OF MORENO VALLEY

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.  
AUG 11 2007



DATE	OLD NUMBER	NEW NUMBER
07/21	22	482
07/21	23	483
07/21	24	484
07/21	25	485
07/21	26	486
07/21	27	487
07/21	28	488
07/21	29	489
07/21	30	490
07/21	31	491
07/21	32	492
07/21	33	493
07/21	34	494
07/21	35	495
07/21	36	496
07/21	37	497
07/21	38	498
07/21	39	499
07/21	40	500
07/21	41	501
07/21	42	502
07/21	43	503
07/21	44	504
07/21	45	505
07/21	46	506
07/21	47	507
07/21	48	508
07/21	49	509
07/21	50	510

Aug 2007

33

PM 180/80-81 PARCEL MAP NO. 28829  
MB 17/10 SB BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO.

DATE: 08/01/07

ASSESSOR'S MAP BK479 PG.20  
Riverside County, Calif. 92509

19

***NOTICE***

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

**WIRE INSTRUCTIONS**  
for  
**First American Title Company, Demand/Draft Sub-Escrow Deposits**  
**Riverside County, California**

PAYABLE TO: First American Title Company

BANK: **First American Trust, FSB**

ADDRESS: 5 First American Way, Santa Ana, CA 92707

ACCOUNT NO: 3004460000

ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

PROPERTY: 25165 Cottonwood Avenue, Moreno Valley, CA 92553

FILE NUMBER: 0625-4521576 (CCMS)

ATTENTION: Tammy Kerr/ Cheryl Campbell

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **First American Title Company. FUNDS MUST BE WIRED FROM A BANK WITHIN THE UNITED STATES.** PLEASE NOTIFY **Tammy Kerr/ Cheryl Campbell** AT **(909)380-8726** OR **SBTitle@firstam.com** WHEN YOU HAVE TRANSMITTED YOUR WIRE.

IF YOUR FUNDS ARE BEING WIRED FROM A NON-U.S. BANK, ADDITIONAL CHARGES MAY APPLY. PLEASE CONTACT YOUR ESCROW OFFICER/CLOSER FOR INTERNATIONAL WIRING INSTRUCTIONS.

PLEASE NOTE THAT AN ACH TRANSFER IS NOT THE SAME AS A WIRE, REQUIRES ADDITIONAL TIME FOR CLEARANCE AND MAY DELAY CLOSING.

**FIRST AMERICAN TRUST CONTACT INFO:** Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER  
AND/OR PROPERTY REFERENCE ARE NOT INCLUDED**

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - (a) building;
  - (b) zoning;
  - (c) land use;
  - (d) improvements on the Land;
  - (e) land division; and
  - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - (c) that result in no loss to You; or
  - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<b><u>Your Deductible Amount</u></b>	<b><u>Our Maximum Dollar Limit of Liability</u></b>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.  
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:

- (a) a notice of exercising the right appears in the public records on the Policy Date
- (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
- 3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- 4. Failure to pay value for your title.
- 5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06-17-06)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an

- inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
  4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
  5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
  6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.  
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



*First American Title*

**Privacy Information**  
**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

**Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

**Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

**Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. [FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

**Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



Phase I ESA – Roman Catholic Bishop of San Bernardino  
25165 Cottonwood Avenue, Moreno Valley, Riverside County, CA

November 11, 2013  
EEI Project No.: SBD-71769.1

**APPENDIX C  
HISTORICAL AERIAL PHOTOGRAPHS/TOPOGRAPHIC MAPS  
/CITY DIRECTORY REPORT**

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

**25165 Cottonwood Avenue**

25165 Cottonwood Avenue  
Moreno Valley, CA 92553

Inquiry Number: 3761915.6  
October 22, 2013

# The EDR Aerial Photo Decade Package



440 Wheelers Farms Road  
Milford, CT 06461  
800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# EDR Aerial Photo Decade Package

Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

**When delivered electronically by EDR, the aerial photo images included with this report are for ONE TIME USE ONLY. Further reproduction of these aerial photo images is prohibited without permission from EDR. For more information contact your EDR Account Executive.**

***Thank you for your business.***  
Please contact EDR at 1-800-352-0050  
with any questions or comments.

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**Date EDR Searched Historical Sources:**

Aerial Photography October 22, 2013

**Target Property:**

25165 Cottonwood Avenue

Moreno Valley, CA 92553

<u>Year</u>	<u>Scale</u>	<u>Details</u>	<u>Source</u>
1938	Aerial Photograph. Scale: 1"=500'	Flight Year: 1938	Laval
1953	Aerial Photograph. Scale: 1"=500'	Flight Year: 1953	Pacific Air
1967	Aerial Photograph. Scale: 1"=500'	Flight Year: 1967	Western
1977	Aerial Photograph. Scale: 1"=500'	Flight Year: 1977	Teledyne
1989	Aerial Photograph. Scale: 1"=500'	Flight Year: 1989	USGS
1994	Aerial Photograph. Scale: 1"=500'	Flight Year: 1994	USGS
2002	Aerial Photograph. Scale: 1"=500'	/DOQQ - acquisition dates: 2002	EDR
2005	Aerial Photograph. Scale: 1"=500'	Flight Year: 2005	EDR
2006	Aerial Photograph. Scale: 1"=500'	Flight Year: 2006	EDR
2009	Aerial Photograph. Scale: 1"=500'	Flight Year: 2009	EDR
2010	Aerial Photograph. Scale: 1"=500'	Flight Year: 2010	EDR
2012	Aerial Photograph. Scale: 1"=500'	Flight Year: 2012	EDR

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

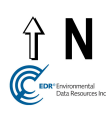


Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

INQUIRY #: 3761915.6

YEAR: 1938

| = 500'



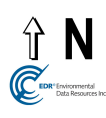


Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

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YEAR: 1953

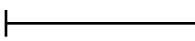
| = 500'





INQUIRY #: 3761915.6

YEAR: 1967

 = 500'





INQUIRY #: 3761915.6

YEAR: 1977

— = 500'



Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL





INQUIRY #: 3761915.6

YEAR: 1989

| = 500'



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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

INQUIRY #: 3761915.6

YEAR: 1994

— = 500'





Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

INQUIRY #: 3761915.6

YEAR: 2002

— = 500'





Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

INQUIRY #: 3761915.6

YEAR: 2005

| = 500'

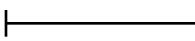




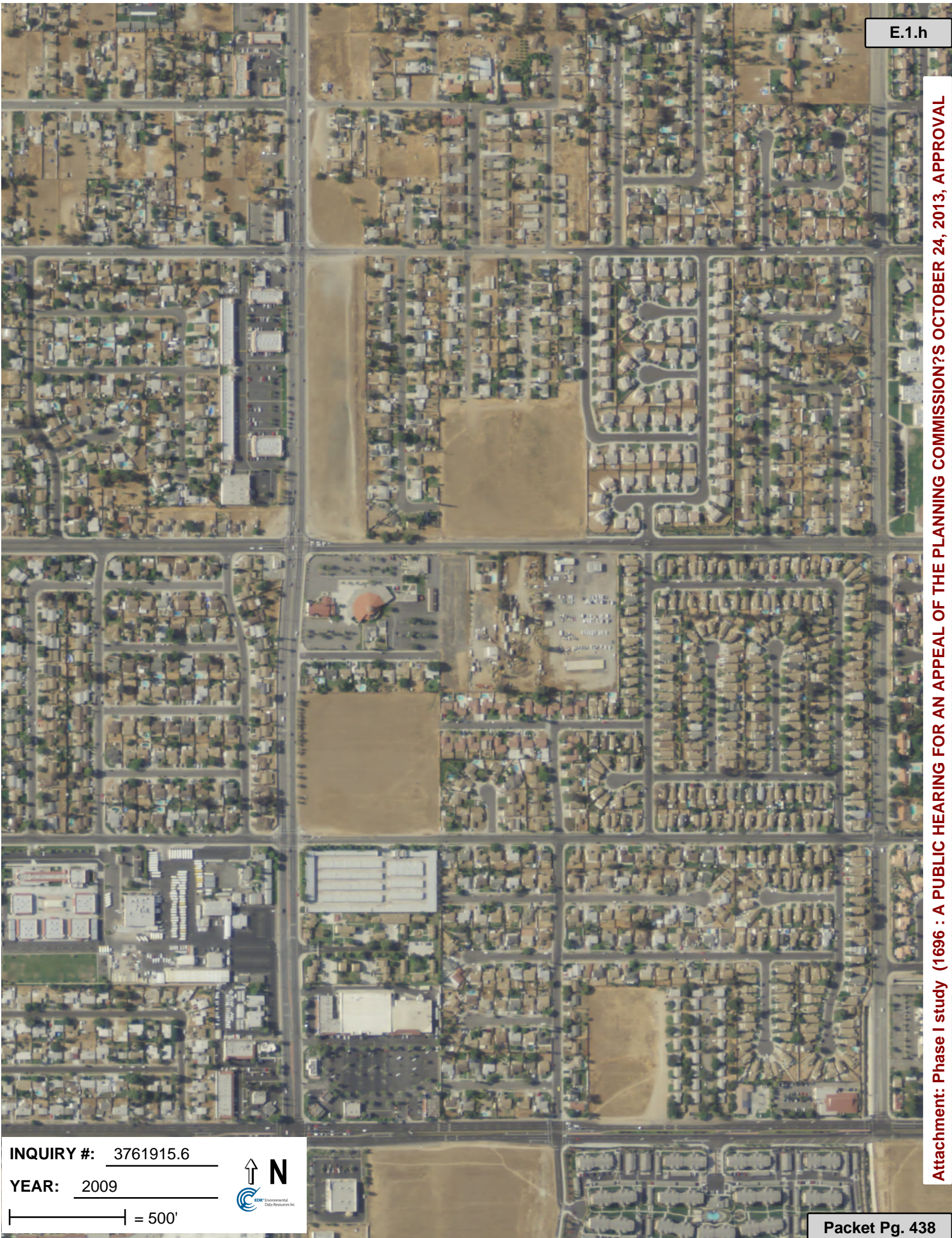
Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

INQUIRY #: 3761915.6

YEAR: 2006

 = 500'





Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

INQUIRY #: 3761915.6

YEAR: 2009

— = 500'





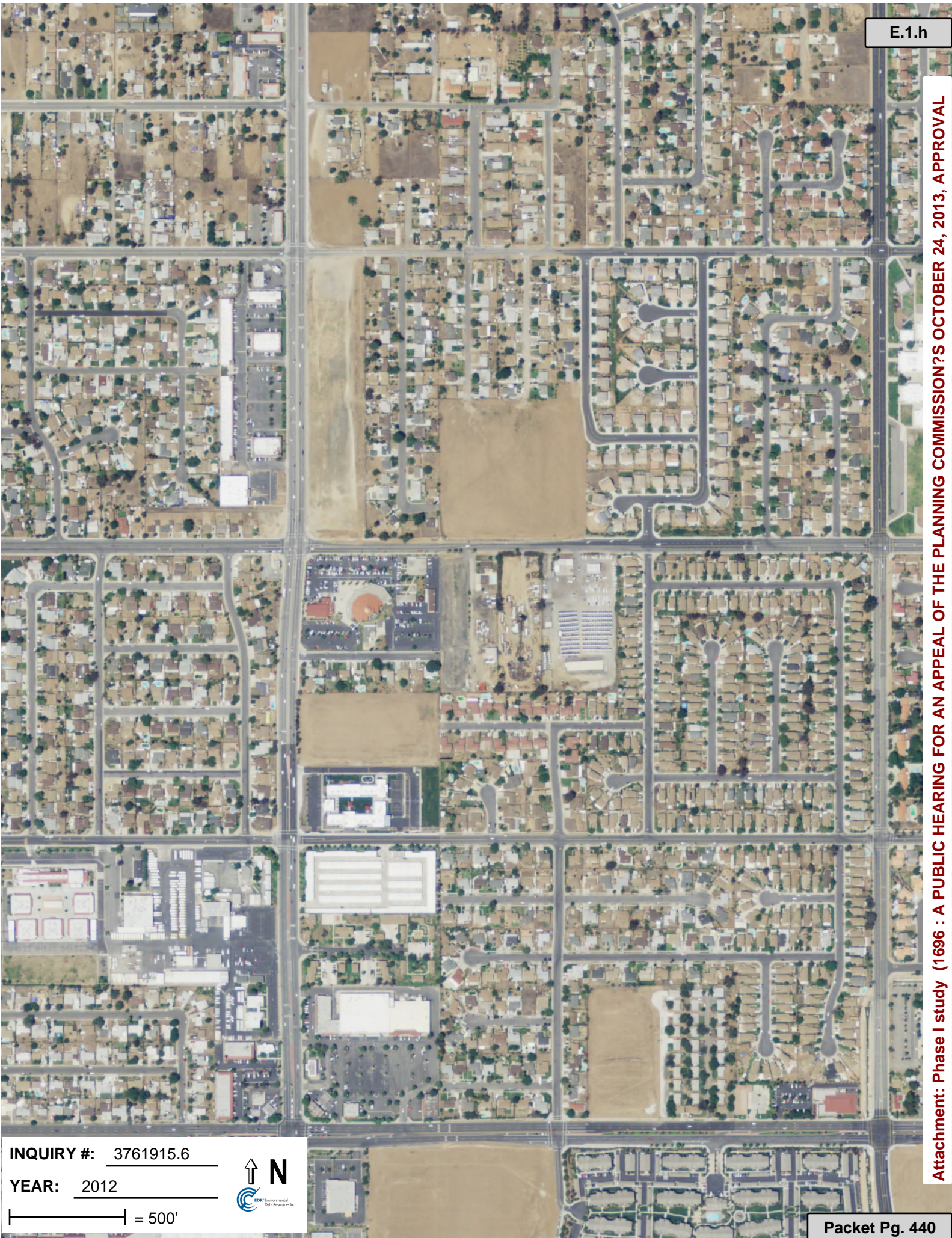
Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

INQUIRY #: 3761915.6

YEAR: 2010

— = 500'





INQUIRY #: 3761915.6

YEAR: 2012

| = 500'





**25165 Cottonwood Avenue**

25165 Cottonwood Avenue  
Moreno Valley, CA 92553

Inquiry Number: 3761915.3  
October 18, 2013

# EDR Historical Topographic Map Report



440 Wheelers Farms Road  
Milford, CT 06461  
800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# EDR Historical Topographic Map Report

Environmental Data Resources, Inc.s (EDR) Historical Topographic Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDRs Historical Topographic Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the early 1900s.

***Thank you for your business.***  
Please contact EDR at 1-800-352-0050  
with any questions or comments.

## Disclaimer - Copyright and Trademark Notice

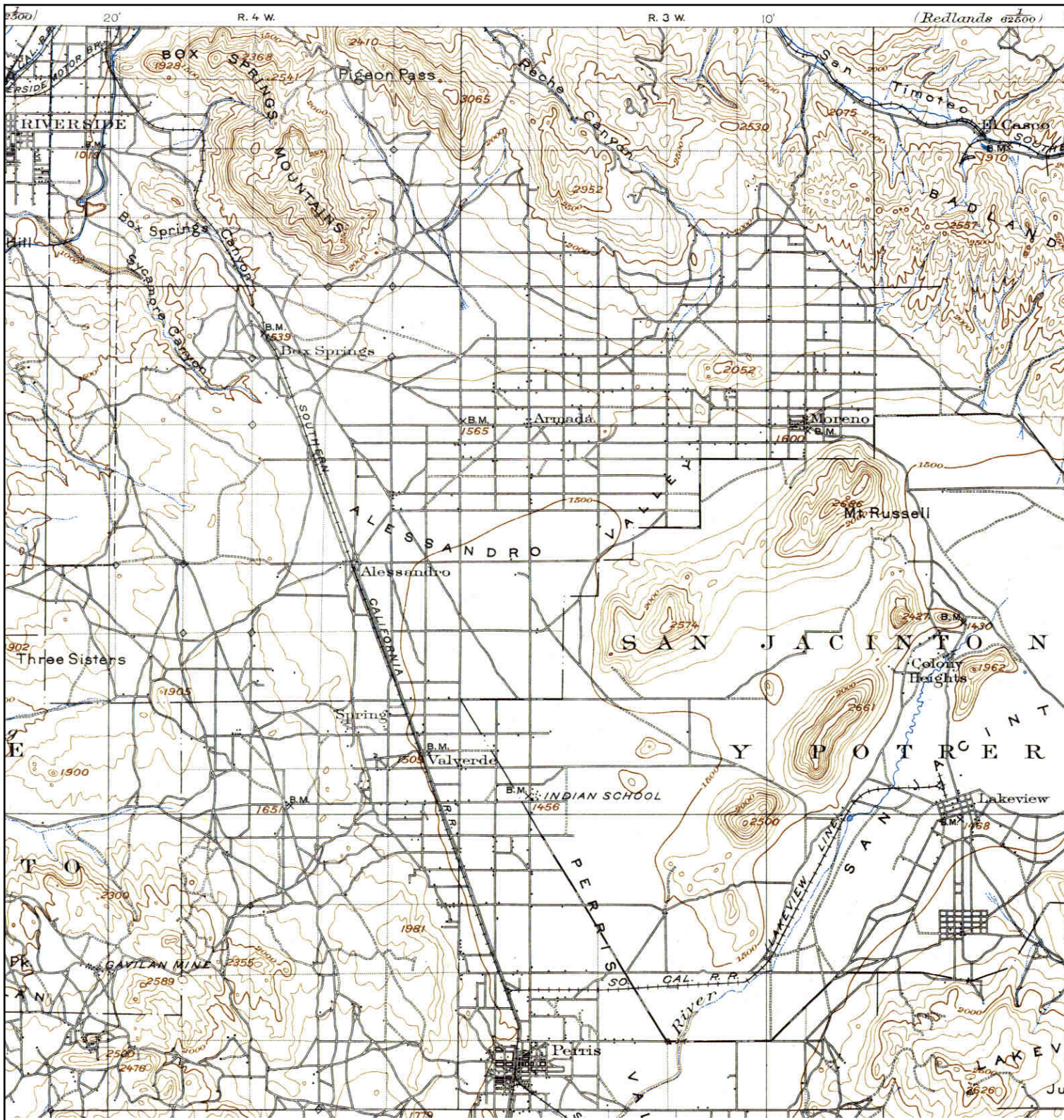
This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report AS IS. Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

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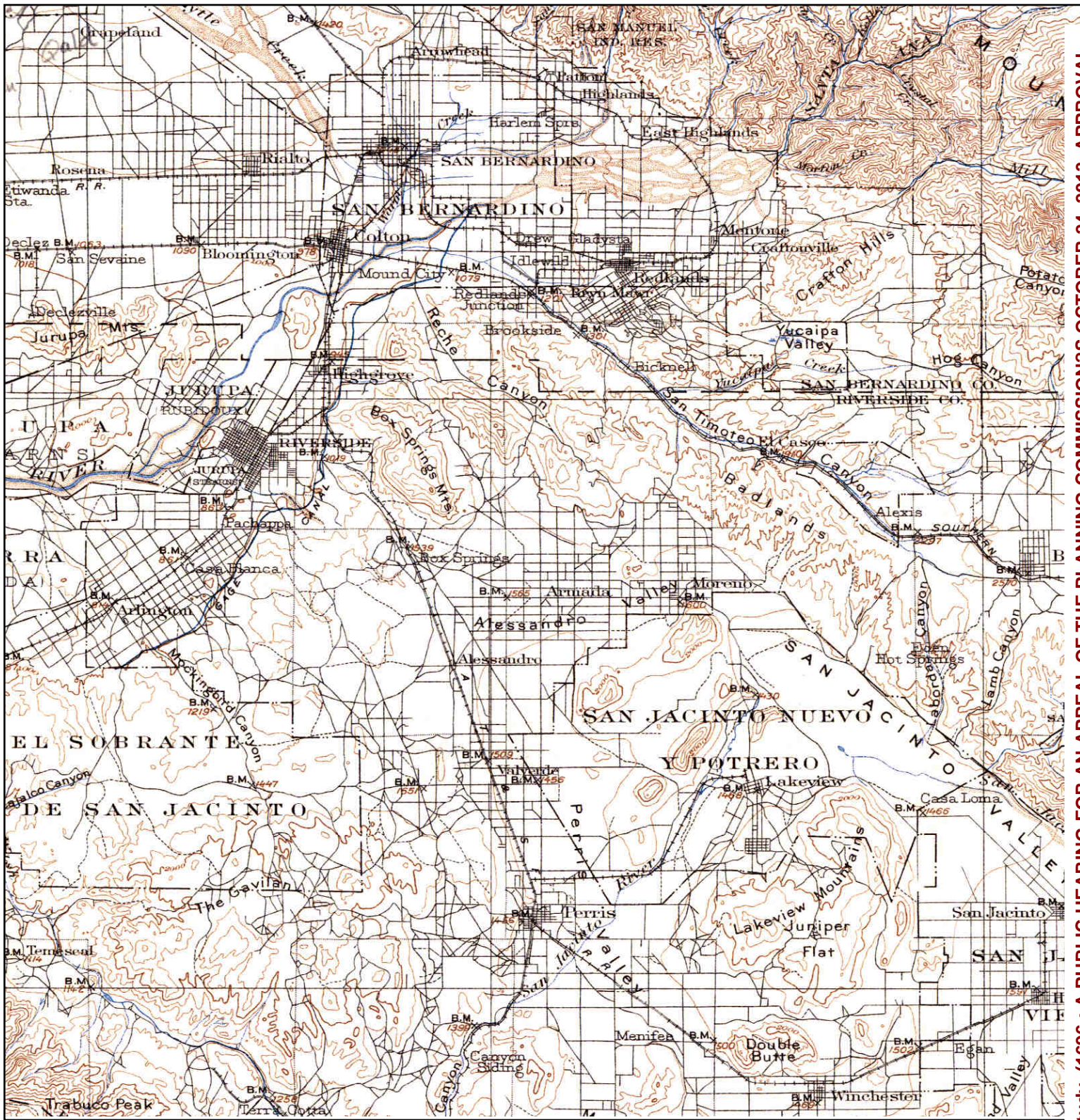
# Historical Topographic Map

E.1.h



<p>N</p>	<p><b>TARGET QUAD</b></p> <p>NAME: ELSINORE</p> <p>MAP YEAR: 1901</p>	<p>SITE NAME: 25165 Cottonwood Avenue</p> <p>ADDRESS: 25165 Cottonwood Avenue Moreno Valley, CA 92553</p> <p>LAT/LONG: 33.9236 / -117.2236</p>	<p>CLIENT: EEI, Inc.</p> <p>CONTACT: Polly Ivers</p> <p>INQUIRY#: 3761915.3</p> <p>RESEARCH DATE: 10/18/2013</p>
	<p>SERIES: 30</p> <p>SCALE: 1:125000</p>		

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

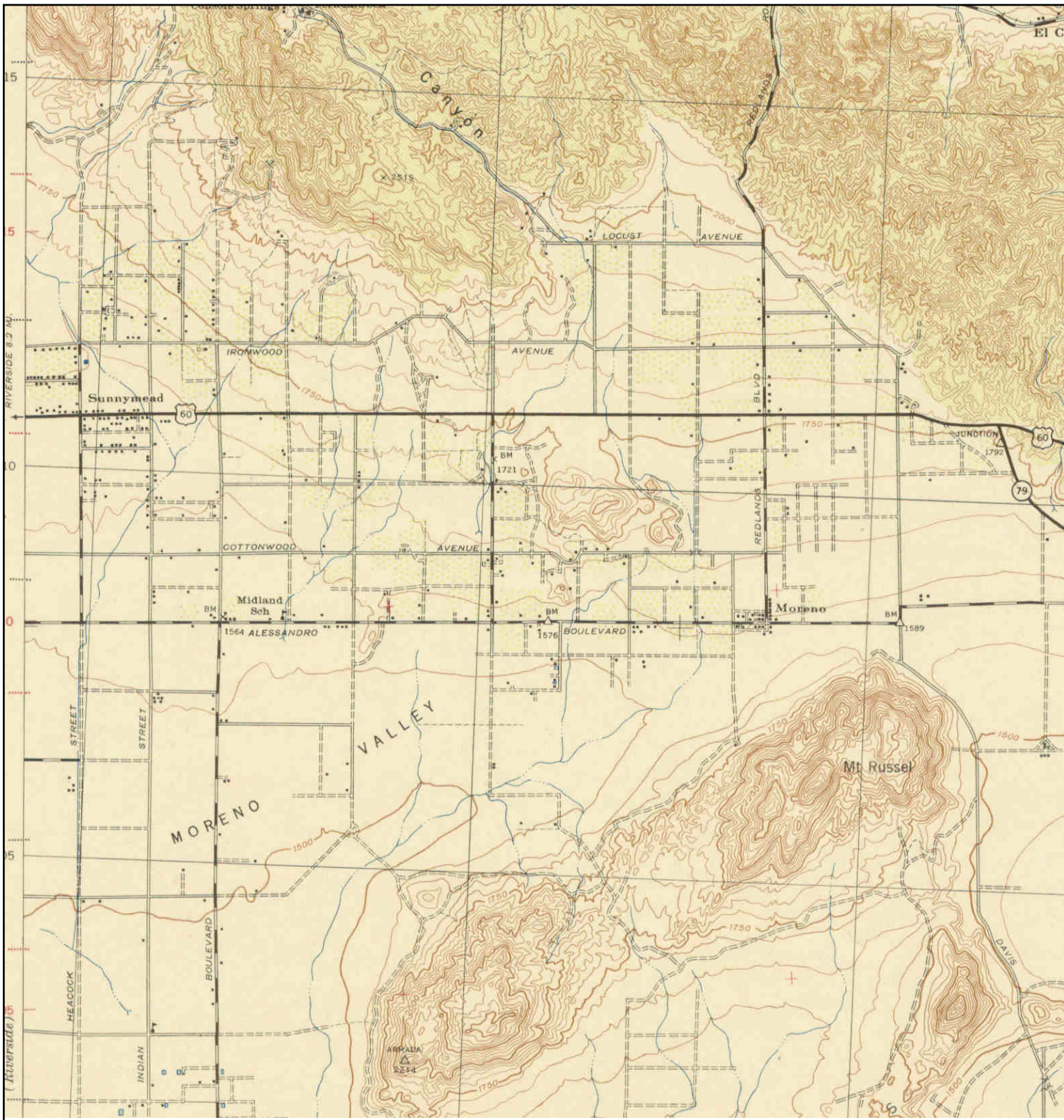


Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

<p>N</p>	<p>TARGET QUAD NAME: SOUTHERN CA SHEET 1 MAP YEAR: 1901</p>	<p>SITE NAME: 25165 Cottonwood Avenue ADDRESS: 25165 Cottonwood Avenue Moreno Valley, CA 92553 LAT/LONG: 33.9236 / -117.2236</p>	<p>CLIENT: EEI, Inc. CONTACT: Polly Ivers INQUIRY#: 3761915.3 RESEARCH DATE: 10/18/2013</p>
	<p>SERIES: 60 SCALE: 1:250000</p>		

# Historical Topographic Map

E.1.h

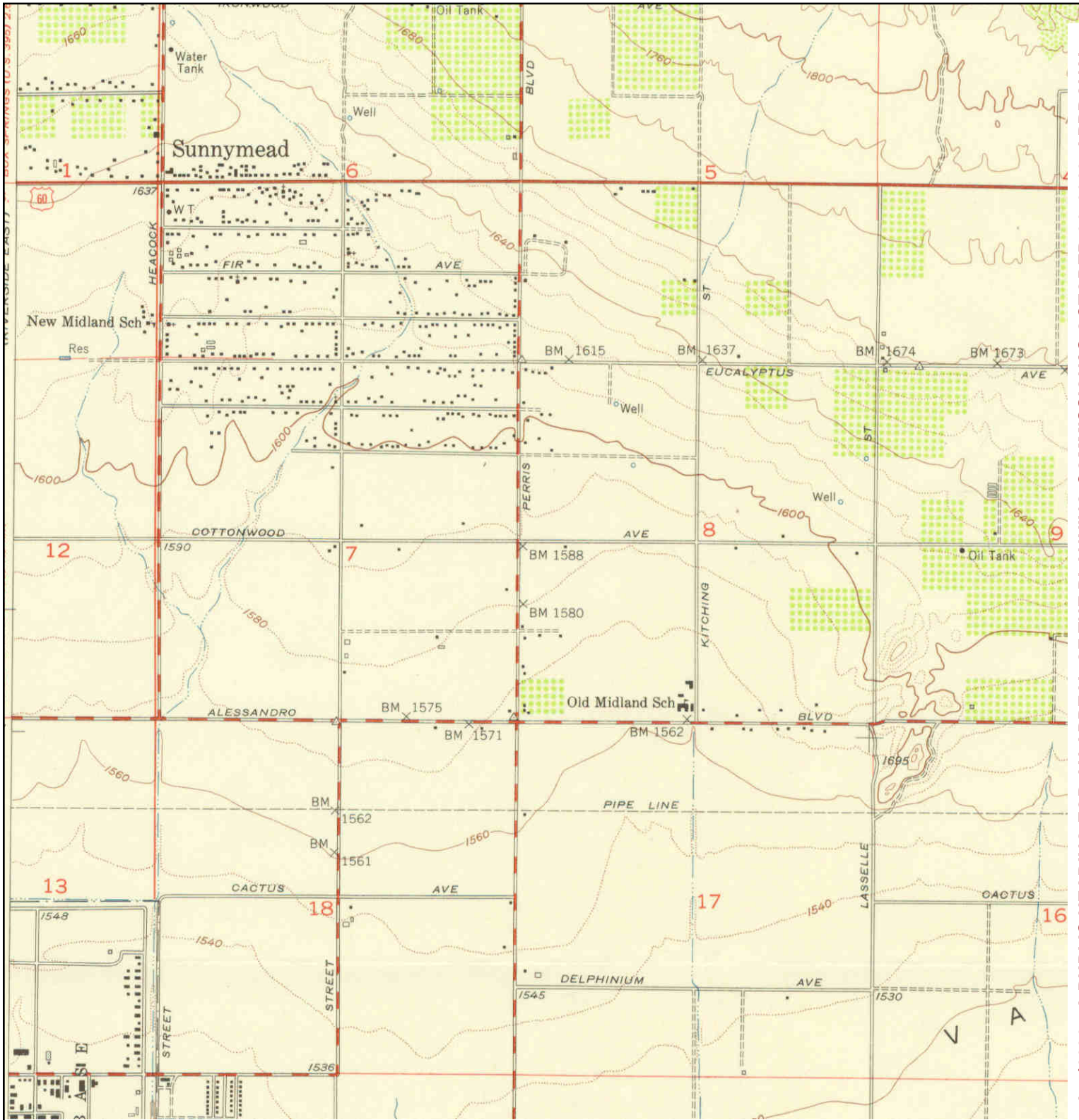


<p>N</p>	<b>TARGET QUAD</b>	<b>SITE NAME:</b> 25165 Cottonwood Avenue	<b>CLIENT:</b> EEI, Inc.
	NAME: PERRIS	<b>ADDRESS:</b> 25165 Cottonwood Avenue	<b>CONTACT:</b> Polly Ivers
	MAP YEAR: 1943	Moreno Valley, CA 92553	<b>INQUIRY#:</b> 3761915.3
	SERIES: 15	<b>LAT/LONG:</b> 33.9236 / -117.2236	<b>RESEARCH DATE:</b> 10/18/2013
	SCALE: 1:62500		

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# Historical Topographic Map

E.1.h

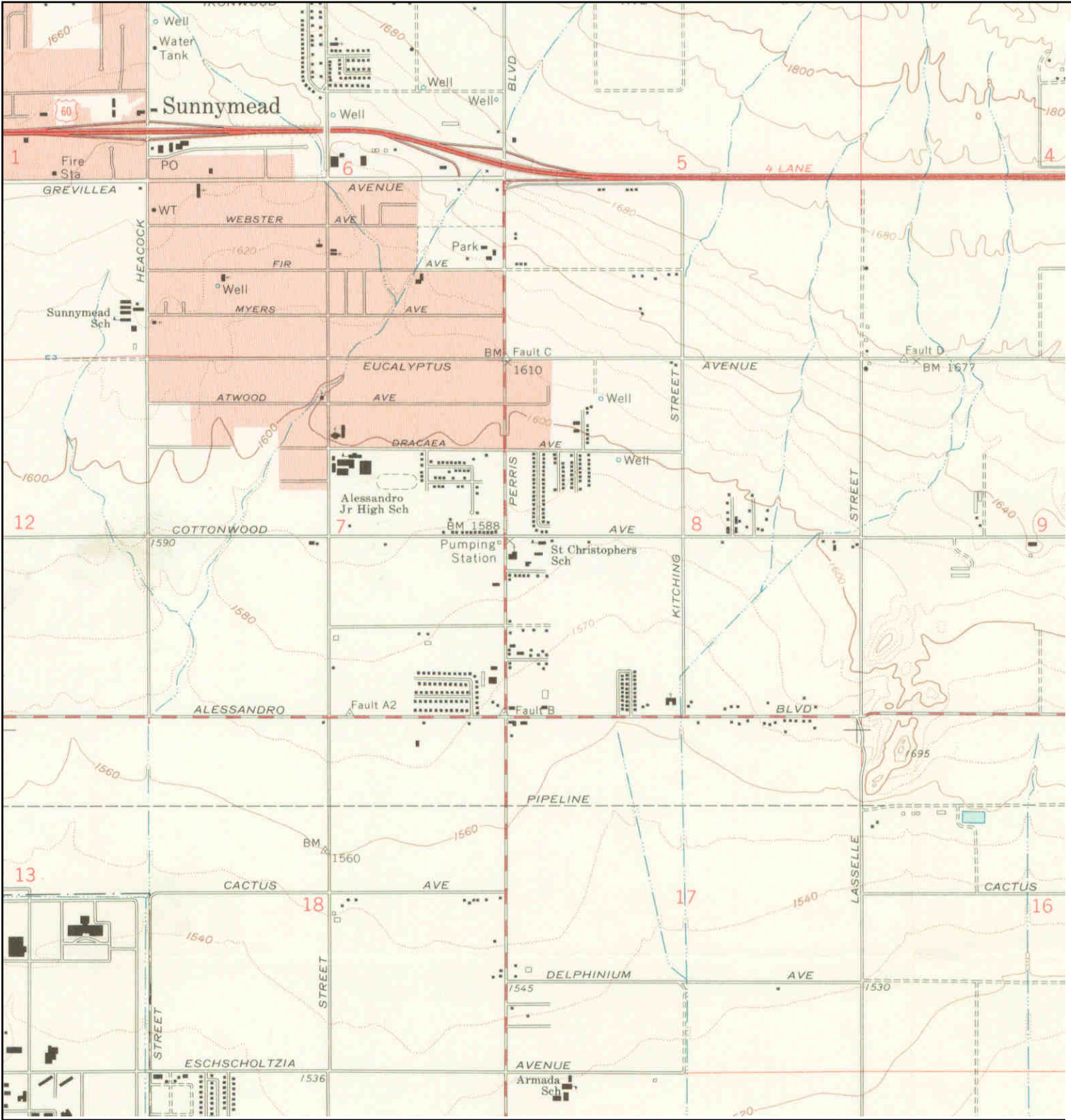


	<b>TARGET QUAD</b> NAME: SUNNYMEAD MAP YEAR: 1953	SITE NAME: 25165 Cottonwood Avenue ADDRESS: 25165 Cottonwood Avenue Moreno Valley, CA 92553 LAT/LONG: 33.9236 / -117.2236	CLIENT: EEI, Inc. CONTACT: Polly Ivers INQUIRY#: 3761915.3 RESEARCH DATE: 10/18/2013
	SERIES: 7.5 SCALE: 1:24000		

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# Historical Topographic Map

E.1.h

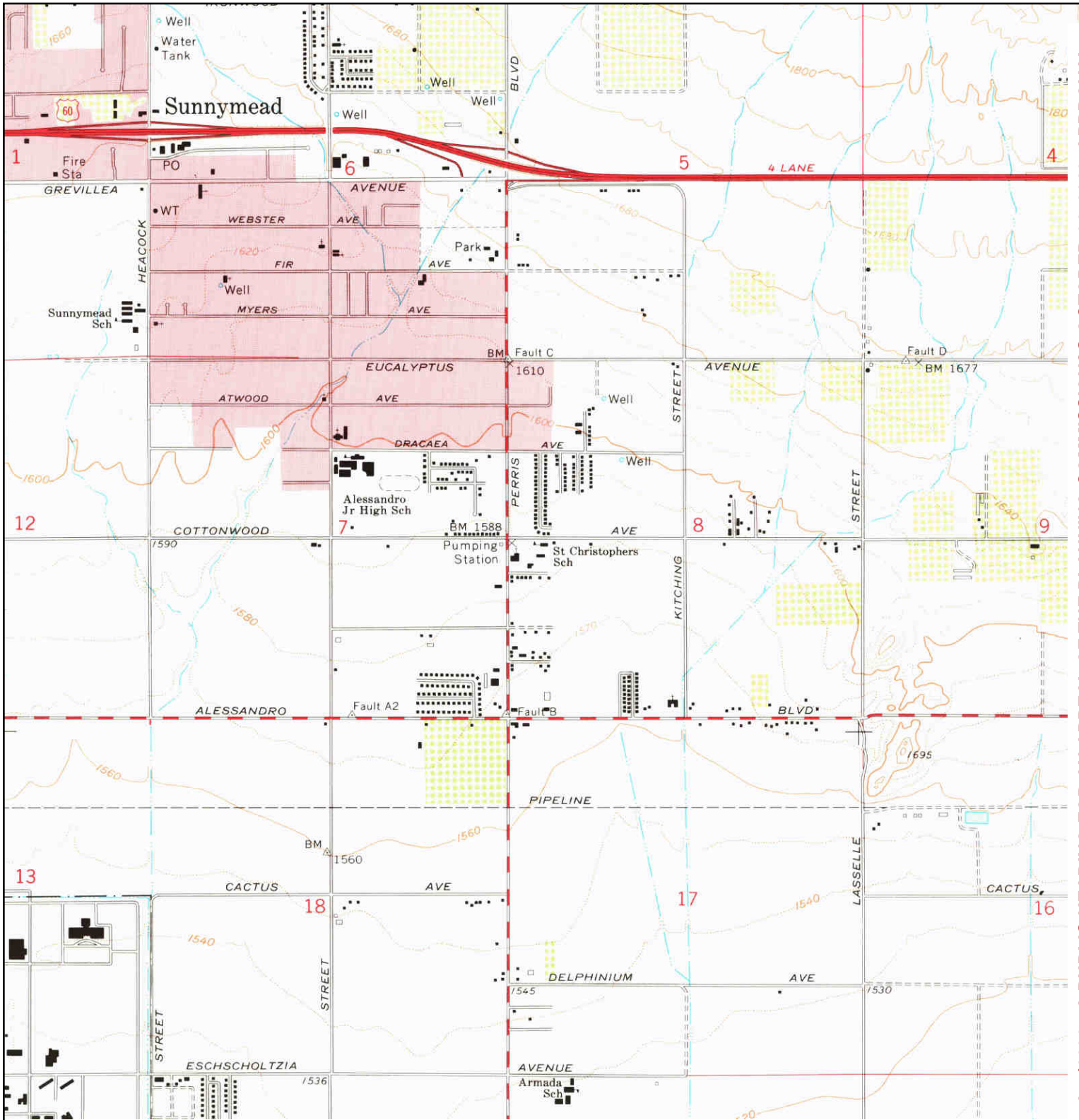


<p>N ↑</p>	<p><b>TARGET QUAD</b>                  NAME: SUNNYMEAD                  MAP YEAR: 1967</p>	<p><b>SITE NAME:</b> 25165 Cottonwood Avenue  <b>ADDRESS:</b> 25165 Cottonwood Avenue                  Moreno Valley, CA 92553  <b>LAT/LONG:</b> 33.9236 / -117.2236</p>	<p><b>CLIENT:</b> EEI, Inc.  <b>CONTACT:</b> Polly Ivers  <b>INQUIRY#:</b> 3761915.3  <b>RESEARCH DATE:</b> 10/18/2013</p>
	<p><b>SERIES:</b> 7.5  <b>SCALE:</b> 1:24000</p>		

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# Historical Topographic Map

E.1.h

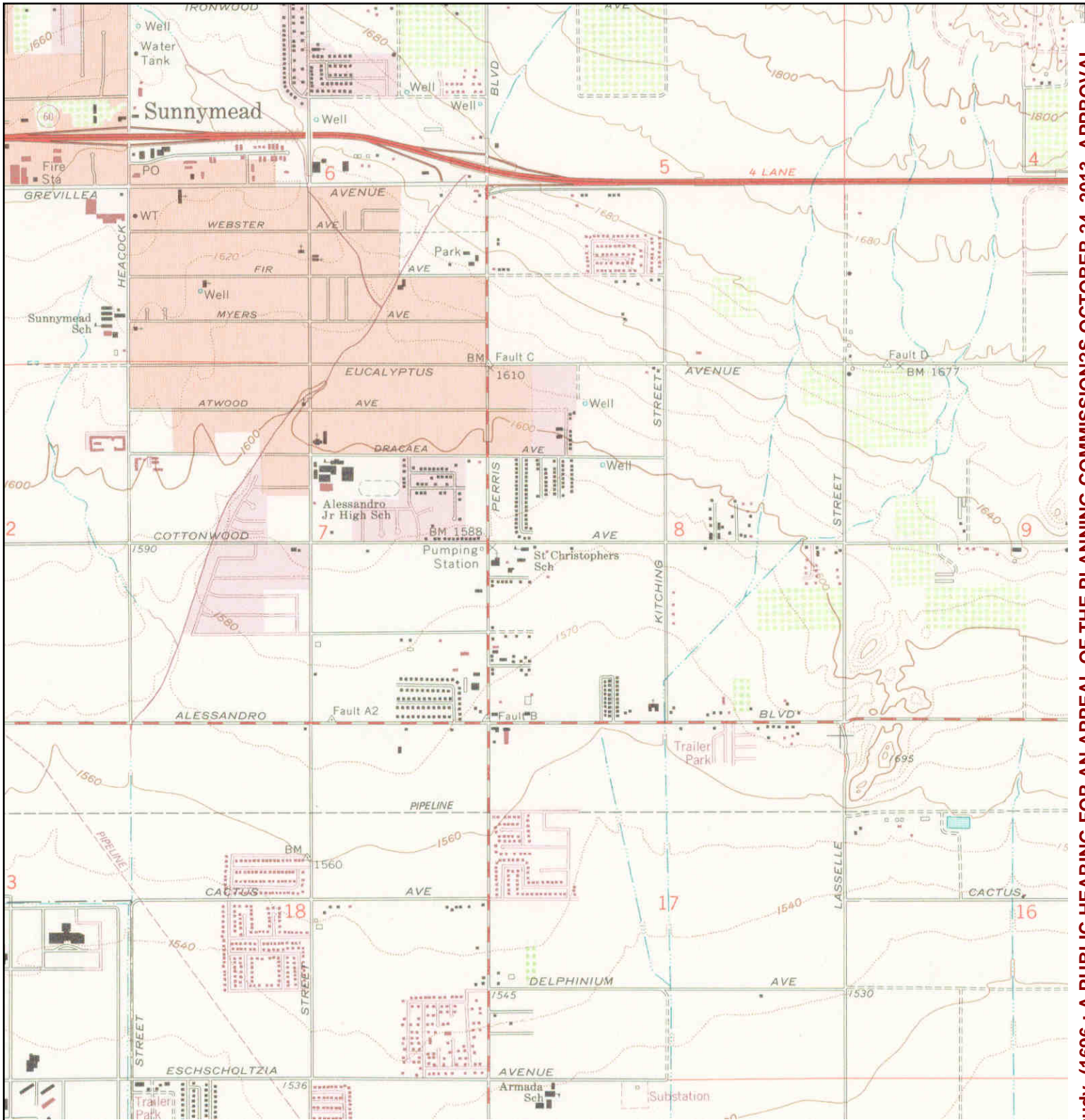


Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

	<b>TARGET QUAD</b> NAME: SUNNYMEAD MAP YEAR: 1973 PHOTOINSPECTED FROM : 1967 SERIES: 7.5 SCALE: 1:24000	SITE NAME: 25165 Cottonwood Avenue ADDRESS: 25165 Cottonwood Avenue Moreno Valley, CA 92553 LAT/LONG: 33.9236 / -117.2236	CLIENT: EEI, Inc. CONTACT: Polly Ivers INQUIRY#: 3761915.3 RESEARCH DATE: 10/18/2013
	(Empty space for additional information)		



# Historical Topographic Map



Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

	<b>TARGET QUAD</b>	<b>SITE NAME:</b> 25165 Cottonwood Avenue	<b>CLIENT:</b> EEI, Inc.
	NAME: SUNNYMEAD	<b>ADDRESS:</b> 25165 Cottonwood Avenue	<b>CONTACT:</b> Polly Ivers
	MAP YEAR: 1980	Moreno Valley, CA 92553	<b>INQUIRY#:</b> 3761915.3
	PHOTOREVISED FROM :1967	<b>LAT/LONG:</b> 33.9236 / -117.2236	<b>RESEARCH DATE:</b> 10/18/2013
	SERIES: 7.5		
	SCALE: 1:24000		

**25165 Cottonwood Avenue**

25165 Cottonwood Avenue  
Moreno Valley, CA 92553

Inquiry Number: 3761915.5  
October 22, 2013

# The EDR-City Directory Image Report



440 Wheelers Farms Road  
Milford, CT 06461  
800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

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***Thank you for your business.***  
Please contact EDR at 1-800-352-0050  
with any questions or comments.

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## EXECUTIVE SUMMARY

### DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available city directory data at 5 year intervals.

### RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

<u>Year</u>	<u>Target Street</u>	<u>Cross Street</u>	<u>Source</u>
2011	☑	☑	Haines Criss-Cross Directory
2005	☑	☑	Haines Criss-Cross Directory
2000	☑	☑	Haines Criss-Cross Directory
1995	☑	☑	Haines Criss-Cross Directory
1990	☑	☑	Haines Criss-Cross Directory
1985	☑	☑	Haines Criss-Cross Directory
1980	☑	☑	Haines Criss-Cross Directory
1975	☑	☑	Haines Criss-Cross Directory

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## FINDINGS

### TARGET PROPERTY STREET

25165 Cottonwood Avenue  
Moreno Valley, CA 92553

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
<b><u>Cottonwood Avenue</u></b>		
2011	pg A1	Haines Criss-Cross Directory
2005	pg A3	Haines Criss-Cross Directory
2000	pg A5	Haines Criss-Cross Directory
1995	pg A7	Haines Criss-Cross Directory
1990	pg A10	Haines Criss-Cross Directory
1985	pg A12	Haines Criss-Cross Directory
1980	pg A13	Haines Criss-Cross Directory
1975	pg A14	Haines Criss-Cross Directory

## FINDINGS

### CROSS STREETS

<u>Year</u>	<u>CD Image</u>	<u>Source</u>	
<b><u>Christopher Ln</u></b>			
2011	pg. A2	Haines Criss-Cross Directory	
2005	pg. A4	Haines Criss-Cross Directory	
2000	pg. A6	Haines Criss-Cross Directory	
1995	pg. A8	Haines Criss-Cross Directory	
1995	pg. A9	Haines Criss-Cross Directory	
1990	pg. A11	Haines Criss-Cross Directory	
1985	-	Haines Criss-Cross Directory	Street not listed in Source
1980	-	Haines Criss-Cross Directory	Street not listed in Source
1975	-	Haines Criss-Cross Directory	Street not listed in Source

## **City Directory Images**



-

Cottonwood Avenue

2011

24930	● FLESNER David	00	4
24936	XXXX	00	
24960	XXXX	00	
X	PERRIS BLVD		
25075	★ ST CHRISTOPHER'S CHURCH	951-924-1968	
X	CRAPE MYRTLE DR		
25165	LATHROP Mike	951-247-0431	
25242	♣ ★ YOUNG HOMES	951-242-4183	6
X	SILVER LN		
X	KITCHING ST		
25652	XXXX	00	
25654	XXXX	00	
25658	● HEIM Frank	00	
25666	● DUNCAN Barbara	00	
25696	● GREGORY Sylvia	00	5
	★ LAVENDER PRIDE PAINTING	951-242-4350	+0

E.1



Christopher Ln

2011

★ 4 BUS            0 RES            0 NEW

SAINT CHRISTOPHER LN  
92553 MORENO VALLEY

WEALTH CODE 3.0

X            PERRIS BLVD

25031	● ERVITI Kay	OO	1
25043	● GONZALEZ Pedro	951-242-5263	1
25051	● STEPHENSON Donna	OO	1
25065	● AYALA Edith	OO	4
25067	● ARREOLA Martin	OO	1
25081	● ROBLES Miranda	OO	3
25085	● BOLTON Robert	951-247-2442	
25119	● ROJAS Jose	OO	

★ 0 BUS            8 RES            0 NEW

E.1

**Cottonwood Avenue 2005**

24904	●FLESNER David	00	+4
24916	●FLESNER David	00	+4
24926	●FLESNER David	00	+4
	GOMEZ Hilda	951-601-9078	+4
24930	●FLESNER David	00	+4
24936	XXXX	00	
X	<b>N PERRIS BLVD</b>		
X	<b>PERSIMMON RD</b>		
25075	★ST CHRISTOPHER'S CHURCH	951-924-1968	8
X	<b>CRAPE MYRTLE DR</b>		
25165	LATHROP Ron	951-247-0431	
	●LE Kathy	00	+4
X	<b>SILVER LN</b>		
X	<b>KITCHING ST</b>		
X	<b>STOCKBROOK RD</b>		
25652	XXXX	00	
25654	XXXX	00	
25658	●HEIM Frank	00	0
25666	●BENOIT Allen	00	0
25696	●DIETEREN Jeanne	00	+4

E.1

Christopher Ln

2005

# SAINT CHRISTOPHER LN 92553 MORENO VALLEY

WEALTH CODE 3

25031	●ERVITT Jose	OO	1
25043	●GONZALEZ Pedro	OO	1
25051	●STEPHENSON Donna	OO	1
25065	●ROBINSON Lebert	951-924-0826	
25067	●ARREOLA Martin	OO	3
25081	●ROBLES-Miranda Yvonne	OO	3
25085	●BOLTON Robert	951-247-2442	9
	●BOLTON Tracy	951-247-2442	9
★	0 BUS	8 RES	0 NEW

E.1

Cottonwood Avenue

2000

24904 XXXX 00

24916 ●FLESNER David 00 +0

24928 ARIS M 909-242-7493 8

X PERSIMMON RD

24936 ●FLESNER David 00 +0

24974 ●REALRAZ Susan 00 +0

X PERRIS BLVD

25075 ★ ST CHRISTOPHERS CHURCH 909-924-1968 8

25165 LATHROP Ron 909-247-0431 2

●MCCALLUM M 909-242-1257

X SILVER LN

25652 STEVENSON Jean 909-243-8246 1

25658 ●HEIM Frank 00 +0

25666 ●BENOIT Allen 00 +0

25696 ●BUNKER Joseph 00 +0

E.1

Christopher Ln

2000

# ST CHRISTOPHER LN 92553 MORENO VALLEY

E.1

WEALTH CODE 4.0

25065	● ROBINSON Lebert	909-924-0826	
25067	● DINICOLA Carmen	909-242-4908	
25081	BERGADO Ted	909-924-7316	7
25085	BOLTON Robert	909-247-2442	9
	BOLTON Tracy	909-247-2442	9
★	0 BUS	5 RES	0 NEW

Cottonwood Avenue 1995

24830	● TUCKER Michael	242-4807	6
24850	● REMY Allan M	242-7337	2
24858	MERDITH Linda	242-6491	6
24894	ANGULO Y	242-3359	+5
24904	XXXX	00	
24926	XXXX	00	
25165	LATHROP Ron	247-0431	2
	● MCCALLUM M	242-1257	6
25652	STEVENSON Jean	243-8246	1
25658	● HEIM Ottomar	924-0139	3
25754	XXXX	00	
25756	GARCIA Adriana	247-1219	+5
25758	★ ATLANTIS DSTRBTR	242-4490	1
	● MILLER Gary	247-6240	
	● MILLER Paulette	247-6240	
25947	WASS Peter	242-2014	6
25961	● MATHNEY Gary	242-8202	7

E.1

Christopher Ln

1995

ST CHRISTOPHER LN  
(86) 92553  
MORENO VALLEY

WEALTH CODE 5.0

25065	ROBINSON Lebert	924-0826	6
25067	DINICOLA Carmen	242-4908	6

E.1

Christopher Ln

1995

..ST CHRISTOPHER LN		92553 CONT.
25081	XXXX	00
25085	XXXX	00
★	0 BUS	4 RES
		0 NEW

**ST CROIX DR (91) 92543**  
**HEMET**

E.1



## Cottonwood Avenue

1990

24830	TUCKER Michael	242-4807	6
24850	REMY Allan M	242-7337	6
24854	SABLAN Maria G	00	2
24858	EDWARDS Jeremy C	00	+0
	MERDITH Linda	242-6491	6
24904	XXXX	00	
24926	ALLEN Sharlene L	00	4
24960	MARTINEZ Laura M	00	4
25165	MCCALLUM M	242-1257	6
25658	HEIM Frank J	00	+0
25666	BENOIT Allen W	00	7
	DUNCAN Barbara L	00	5
25746	ORTEGA Peter D	00	7
25748	DAVIS Frank G	00	4
25750	THERRIEN Joseph U	00	7
25752	HUTCHINSON Karl F	00	4
25754	BAKER Dorian S	00	5
	GARNER Bruce	247-2122	9

E.1

Christopher Ln

1990

E.1

ST CHRISTOPHER LN  
(86) 92388  
MORENO VALLEY

25031	ERVITI Jose A	00	+0
25043	XXXX	00	
25051	STEPHENSON Timothy	00	7
25065	ROBINSON Lebert	924-0826	6
25067	DINICOLA Carmen	242-4908	6
25081	XXXX	00	
25085	BOLTON T L	924-9148	6
25119	MIRANDA Victoria	00	4
	ROJAS Jose M	00	8
★	0 BUS	9 RES	1 NEW



-

Cottonwood Avenue

1985

24904	XXXX	00
24916	MCDONALD MICHAEL	924-5643 +5
24926	XXXX	00
24930	XXXX	00
24960	XXXX	00
25131	XXXX	00
25165	MCCALLUM M	653-1247 4
25748	DAVIS FRANKIE G	653-8775 7
25750	XXXX	00
25752	HUTCHINSON KARL	653-3594 9
25754	XXXX	00
25756	HUSETH NELIUS	653-6181
25758	XXXX	00
25941	SMITH DOYLE	653-8701 1
25947	WASS ROBT	653-2014
25961	XXXX	00
25981	XXXX	00

E.1

**Cottonwood Avenue 1980**

24894	PARKER JAS N 2D	653-3279 +0
24904	YOUNG TOM	653-6524 9
24916	XXXX	00
24926	COONS MELVIN	653-2054 9
	COONS POLLIE	653-2054 9
24930	ALMQUIST ELIZABETH	653-4090 +0
24936	FRANKLIN WM L	653-3884 8
24960	WARN MICHAEL E	653-7404 +0
25131	TATE HAZEL	653-6260 6
25165	EDMISTON M	653-1247 8
25183	XXXX	00
25241★	CO RVRSD RD SNNYMD	653-3426
	FAWCETT MEL	653-1779 5
25632	XXXX	00
25642	XXXX	00
25644	XXXX	00

E.1

## Cottonwood Avenue

1975

24894	GOODWIN SADIE	653-7065 4
24916	JESSEN DOUGLAS	653-5069 4
24926	AVINA DAN	653-2083+5
24930	WOOD LARRY L	653-7483+5
24936	MANUEL REGINALD W	653-3404+5
25131	XXXX	00
25183*	CONROCK CO	653-3200+5
25241	FAWCETT MEL	653-1779+5
	*RIVERSD CO ROAD DPT	653-3426 4
25632	XXXX	00
25642	XXXX	00
25644	GOEDHART BEVERLY J	653-5047+5
	GOEDHART KENNETH D	653-5047+5
25648	RAY DENNIS ALLEN	653-7797

E.1

**25165 Cottonwood Avenue**

25165 Cottonwood Avenue  
Moreno Valley, CA 92553

Inquiry Number: 3761915.4  
October 22, 2013

# FirstSearch Fire Insurance Map Abstract Report



440 Wheelers Farms Road  
Milford, CT 06461  
800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# FIRE INSURANCE MAP ABSTRACT RESEARCH RESULTS

10/22/13

E.1.

**Site Name:**

25165 Cottonwood Avenue  
25165 Cottonwood Avenue  
Moreno Valley, CA 92553

**Client Name:**

EEl, Inc.  
2195 Faraday Ave, Suite K  
CARLSBAD, CA 92008

EDR Inquiry # 3761915.4

Contact: Polly Ivers

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## Search Results

**Site Name:** 25165 Cottonwood Avenue  
**Address:** 25165 Cottonwood Avenue  
**City, State, Zip:** Moreno Valley, CA 92553  
**Cross Street:**  
**P.O. #** SBD-71769.1  
**Project:** SBD-71769.1

The complete Sanborn Library includes more than 1.2 million Sanborn fire insurance maps, which track historical property usage in approximately 12,000 American cities and towns.

Collections Searched in this report:

- Library of Congress
- University Publications of America
- EDR Private Collection

## UNMAPPED PROPERTY

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Phase I ESA – Roman Catholic Bishop of San Bernardino  
25165 Cottonwood Avenue, Moreno Valley, Riverside County, CA

November 11, 2013  
EEI Project No.: SBD-71769.1

**APPENDIX D  
ENVIRONMENTAL RECORDS SEARCH**

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

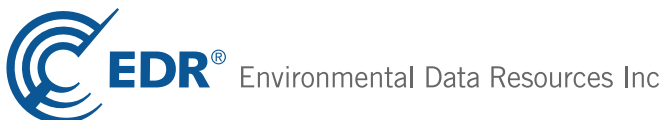


**25165 Cottonwood Avenue**  
25165 Cottonwood Avenue  
Moreno Valley, CA 92553

Inquiry Number: 3761915.2s  
October 18, 2013

## FirstSearch Report with Topo

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



440 Wheelers Farms Road  
Milford, CT 06461  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

## Search Summary Report

**TARGET SITE      25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553**

Category	Sel	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
<i>NPL</i>	Y	0	0	0	0	0	0	0
<i>NPL Delisted</i>	Y	0	0	0	0	0	0	0
<i>CERCLIS</i>	Y	0	0	0	0	-	0	0
<i>NFRAP</i>	Y	0	0	0	0	-	0	0
<i>RCRA COR ACT</i>	Y	0	0	0	0	0	0	0
<i>RCRA TSD</i>	Y	0	0	0	0	-	0	0
<i>RCRA GEN</i>	Y	0	0	0	-	-	1	1
<i>Federal IC / EC</i>	Y	0	0	0	0	-	0	0
<i>ERNS</i>	Y	0	-	-	-	-	0	0
<i>State/Tribal NPL</i>	Y	0	0	0	0	0	0	0
<i>State/Tribal CERCLIS</i>	Y	0	0	1	1	1	0	3
<i>State/Tribal SWL</i>	Y	0	0	0	0	-	0	0
<i>State/Tribal LTANKS</i>	Y	0	0	2	6	-	0	8
<i>State/Tribal Tanks</i>	Y	0	0	1	-	-	0	1
<i>State/Tribal VCP</i>	Y	0	0	0	0	-	0	0
<i>US Brownfields</i>	Y	0	0	0	0	-	0	0
<i>Other SWF</i>	Y	0	0	0	0	-	0	0
<i>Other Haz Sites</i>	Y	0	-	1	-	-	0	1
<i>Other Tanks</i>	Y	0	0	2	-	-	0	2
<i>Local Land Records</i>	Y	0	0	0	0	-	0	0
<i>Spills</i>	Y	0	-	-	-	-	0	0
<i>Other</i>	Y	0	1	8	-	-	9	18
- Totals --		0	1	15	7	1	10	34

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## Search Summary Report

**TARGET SITE: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553**

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
<b>NPL</b>	NPL	04/26/2013	1.000	0	0	0	0	0	0	0
	Proposed NPL	04/26/2013	1.000	0	0	0	0	0	0	0
<b>NPL Delisted</b>	Delisted NPL	04/26/2013	1.000	0	0	0	0	0	0	0
<b>CERCLIS</b>	CERCLIS	04/26/2013	0.500	0	0	0	0	-	0	0
<b>NFRAP</b>	CERC-NFRAP	04/26/2013	0.500	0	0	0	0	-	0	0
<b>RCRA COR ACT</b>	CORRACTS	07/11/2013	1.000	0	0	0	0	0	0	0
<b>RCRA TSD</b>	RCRA-TSDF	07/11/2013	0.500	0	0	0	0	-	0	0
<b>RCRA GEN</b>	RCRA-LQG	07/11/2013	0.250	0	0	0	-	-	0	0
	RCRA-SQG	07/11/2013	0.250	0	0	0	-	-	1	1
	RCRA-CESQG	07/11/2013	0.250	0	0	0	-	-	0	0
<b>Federal IC / EC</b>	US ENG CONTROLS	06/17/2013	0.500	0	0	0	0	-	0	0
	US INST CONTROL	06/17/2013	0.500	0	0	0	0	-	0	0
<b>ERNS</b>	ERNS	12/31/2012	TP	0	-	-	-	-	0	0
<b>State/Tribal NPL</b>	RESPONSE	09/05/2013	1.000	0	0	0	0	0	0	0
<b>State/Tribal CERCLIS</b>	ENVIROSTOR	09/05/2013	1.000	0	0	1	1	1	0	3
<b>State/Tribal SWL</b>	SWF/LF	08/19/2013	0.500	0	0	0	0	-	0	0
<b>State/Tribal LTANKS</b>	LUST	09/16/2013	0.500	0	0	2	6	-	0	8
	SLIC	09/16/2013	0.500	0	0	0	0	-	0	0
	INDIAN LUST	09/28/2012	0.500	0	0	0	0	-	0	0
<b>State/Tribal Tanks</b>	UST	09/16/2013	0.250	0	0	1	-	-	0	1
	AST	08/01/2009	0.250	0	0	0	-	-	0	0
	INDIAN UST	09/28/2012	0.250	0	0	0	-	-	0	0
<b>State/Tribal VCP</b>	VCP	09/05/2013	0.500	0	0	0	0	-	0	0
<b>US Brownfields</b>	US BROWNFIELDS	06/24/2013	0.500	0	0	0	0	-	0	0

## Search Summary Report

**TARGET SITE: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553**

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS	
<b>Other SWF</b>	WMUDS/SWAT	04/01/2000	0.500	0	0	0	0	-	0	0	
<b>Other Haz Sites</b>	US CDL	08/06/2013	TP	0	-	-	-	-	0	0	
	SCH	09/05/2013	0.250	0	0	1	-	-	0	1	
<b>Other Tanks</b>	CA FID UST	10/31/1994	0.250	0	0	1	-	-	0	1	
	SWEEPS UST	06/01/1994	0.250	0	0	1	-	-	0	1	
<b>Local Land Records</b>	DEED	09/11/2013	0.500	0	0	0	0	-	0	0	
<b>Spills</b>	HMIRS	12/31/2012	TP	0	-	-	-	-	0	0	
	CHMIRS	03/12/2013	TP	0	-	-	-	-	0	0	
	SPILLS 90	06/06/2012	TP	0	-	-	-	-	0	0	
<b>Other</b>	RCRA NonGen / NLR	07/11/2013	TP	0	-	-	-	-	0	0	
	TRIS	12/31/2011	TP	0	-	-	-	-	0	0	
	TSCA	12/31/2006	TP	0	-	-	-	-	0	0	
	FTTS	04/09/2009	TP	0	-	-	-	-	0	0	
	SSTS	12/31/2009	TP	0	-	-	-	-	0	0	
	ICIS	07/20/2011	TP	0	-	-	-	-	0	0	
	PADS	11/01/2012	TP	0	-	-	-	-	0	0	
	MLTS	03/14/2013	TP	0	-	-	-	-	0	0	
	RADINFO	04/09/2013	TP	0	-	-	-	-	0	0	
	FINDS	03/08/2013	TP	0	-	-	-	-	1	1	
	RAATS	04/17/1995	TP	0	-	-	-	-	0	0	
	Cortese	07/05/2013	0.500	0	0	0	0	-	0	0	
	CUPA Listings		0.250	0	0	0	-	-	0	0	
	HAZNET	12/31/2012	0.250	0	1	8	-	-	8	17	
	INDIAN RESERV	12/31/2005	1.000	0	0	0	0	0	0	0	
	US AIRS	01/23/2013	TP	0	-	-	-	-	0	0	
	PRP	04/15/2013	TP	0	-	-	-	-	0	0	
	WDS	06/19/2007	TP	0	-	-	-	-	0	0	
		- Totals --			0	1	15	7	1	10	34

## Site Information Report

**Request Date:** OCTOBER 18, 2013  
**Request Name:** POLLY IVERS

**Search Type:** COORD  
**Job Number:** SBD-71769.1

**Target Site:** 25165 COTTONWOOD AVENUE  
 MORENO VALLEY, CA 92553

### Site Location

	<u>Degrees (Decimal)</u>	<u>Degrees (Min/Sec)</u>	<u>UTMs</u>
Longitude:	117.223600	117.2236000 - 117° 13' 24.96"	Easting: 479332.1
Latitude:	33.923600	33.9236000 - 33° 55' 24.96"	Northing: 3753513.2
Elevation:	1584 ft. above sea level		Zone: Zone 11

### Demographics

<b>Sites:</b> 24	<b>Non-Geocoded:</b> 10	<b>Population:</b> N/A		
<b>RADON</b>				
Federal EPA Radon Zone for RIVERSIDE County: 2				
Note: Zone 1 indoor average level > 4 pCi/L.				
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.				
: Zone 3 indoor average level < 2 pCi/L.				
Federal Area Radon Information for RIVERSIDE COUNTY, CA				
Number of sites tested: 12				
<u>Area</u>	<u>Average Activity</u>	<u>% &lt;4 pCi/L</u>	<u>% 4-20 pCi/L</u>	<u>% &gt;20 pCi/L</u>
Living Area - 1st Floor	0.117 pCi/L	100%	0%	0%
Living Area - 2nd Floor	0.450 pCi/L	100%	0%	0%
Basement	1.700 pCi/L	100%	0%	0%

### Site Information Report

**RADON**

State Database: CA Radon

Radon Test Results

Zipcode	Num Tests	> 4 pCi/L
92553	13	0

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# Target Site Summary Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

TOTAL: 34

GEOCODED: 24

NON GEOCODED: 10

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page
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No sites found for target address

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Sites Summary Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

TOTAL: 34

GEOCODED: 24

NON GEOCODED: 10

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page
1	HAZNET	ST CHRISTOPHER'S CHURCH	25075 COTTONWOOD AVE MORENO VALLEY, CA 92553	0.08 NNW	+ 4	1
2	HAZNET	INTOWN PROPERTIES INC/HUD	13635 CRAPE MYRTLE DR MORENO VALLEY, CA 92553	0.16 ESE	- 5	3
3	SWEEPS UST --A	EMWD MORENO #2 PUMPING PLANT	24999 COTTONWOOD AVE MORENO VALLEY, CA 92343	0.16 WNW	+ 8	4
3	CA FID UST --33002020	EMWD MORENO #2 PUMPING PLANT	24999 COTTONWOOD AVE MORENO VALLEY, CA 92343	0.16 WNW	+ 8	5
4	ENVIROSTOR --60000502 --No Further Action	MORENO VALLEY REGIONAL LEARNIN	NEC PERRIS BOULEVARD & BA MORENO VALLEY, CA 92553	0.19 SSW	- 4	6
4	SCH --No Further Action --60000502 --No Further Action	MORENO VALLEY REGIONAL LEARNIN	NEC PERRIS BOULEVARD & BA MORENO VALLEY, CA 92553	0.19 SSW	- 4	8
5	HAZNET	INTOWN PROPERTIES INC/HUD	25128 BAY AVE MORENO VALLEY, CA 92553	0.20 SSW	- 7	10
A6	UST --270	COUNTY OF RIVERSIDE WASTE RESO	25241 COTTONWOOD AVE MORENO VALLEY, CA 92553	0.20 ENE	+ 1	11
A7	HAZNET	COUNTY OF RIVERSIDE FLEET SERV	25241 COTTONWOOD MORENO VALLEY, CA 92553	0.20 ENE	+ 1	12
A8	HAZNET	RIVERSIDE COUNTY WASTE MANAGEM	25241 COTTONWOOD AVE MORENO VALLEY, CA 92553	0.20 ENE	+ 1	14
A9	LUST --Case Closed	SUNNYMEAD DISTRICT MAINT. YARD	25241 COTTONWOOD AVE MORENO VALLEY, CA 92388	0.20 ENE	+ 1	16
A10	LUST --Completed - Case Closed	SUNNYMEAD DISTRICT MAINT.	25241 COTTONWOOD MORENO, CA 92388	0.20 ENE	+ 1	18
B11	HAZNET	FAMILY DENTAL CARE	13373 PERRIS BLVD, #306-D MORENO VALLEY, CA 92553	0.25 NW	+ 12	20
B12	HAZNET	TALBERT MORENO VALLEY DENTAL	13373 PERRIS BLVD MORENO VALLEY, CA 92388	0.25 NW	+ 12	21

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



## Sites Summary Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

TOTAL: 34                      GEOCODED: 24                      NON GEOCODED: 10

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page
B13	HAZNET	TALBERT MORENO VALLEY MEDICAL	13373 PERRIS BLVD MORENO VALLEY, CA 92388	0.25 NW	+ 12	22
14	HAZNET	BETH MENDOZA	24933 BRANCH ST MORENO VALLEY, CA 92553	0.25 WSW	+ 1	24
C15	LUST --Completed - Case Closed --200420809	CIRCLE K #0872	13261 PERRIS BLVD. MORENO VALLEY, CA	0.34 NNW	+ 17	25
C16	LUST --Leak being confirmed	CIRCLE K #0872	13261 PERRIS BLVD. MORENO VALLEY, CA 92553	0.34 NNW	+ 17	36
17	ENVIROSTOR --33820010 --No Further Action	BAY AVENUE ELEMENTARY SCHOOL	24801 BAY AVENUE MORENO VALLEY, CA 92553	0.37 WSW	- 2	38
D18	LUST --Preliminary site assessment underway	TOSCO/ 76 STATION #6962	25020 MORENO VALLEY, CA 92553	0.45 SSW	- 14	40
D19	LUST --Completed - Case Closed --980609 --200622573	TOSCO/ 76 STATION #6962	25020 ALESSANDRO BLVD MORENO VALLEY, CA	0.45 SSW	- 14	42
E20	LUST --Preliminary site assessment workplan submitted	ARCO #5208	24994 ALESSANDRO BOULEVAR MORENO VALLEY, CA 92553	0.46 SSW	- 13	53
E21	LUST --Completed - Case Closed --200218405	ARCO #5208	24994 ALESSANDRO BLVD MORENO VALLEY, CA 92588	0.46 SSW	- 13	55
22	ENVIROSTOR --60000944 --No Further Action	PROPOSED ALESSANDRO ADMINISTRA	ALESSANDRO BOULEVARD/CHAR MORENO VALLEY, CA 92553	0.74 SE	- 8	59

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Sites Summary Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

TOTAL: 34                      GEOCODED: 24                      NON GEOCODED: 10

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page
	HAZNET	TRY CORP ENGINEERING INC	7175 OLD HWY 215 MARINO VALLEY, CA 92553	NON GC	N/A	N/A
	FINDS	URENAS AUTOPART & SVC	13718 HWY 215 MORENO VALLEY, CA 92553	NON GC	N/A	N/A
	RCRA-SQG --CAR000097071	URENAS AUTOPART & SVC	13718 HWY 215 MORENO VALLEY, CA 92553	NON GC	N/A	N/A
	HAZNET	FINAL DESTINATION TRANSPORTATI	HWY 60 E OF GILMAN SPRING MORENO VALLEY, CA 92555	NON GC	N/A	N/A
	HAZNET	COUNTRY WIDE FIELD SERVICES IN	26686 BAY AVE MORENO VALLEY, CA 92555	NON GC	N/A	N/A
	HAZNET	WESTERN CONSTRUCTION AUCTION I	14150 OLD HIGHWAY 215 MORENO VALLEY, CA 92553	NON GC	N/A	N/A
	HAZNET	FIVE MILE CAPITAL PARTNERS LLC	7177 OLD 215 FRONTAGE ROA MORENO VALLEY, CA 92553	NON GC	N/A	N/A
	HAZNET	7-ELEVEN #33157	15020 PERRIS BLVD MORENO VALLEY, CA 92553	NON GC	N/A	N/A
	HAZNET	BP WEST COAST PRODUCTS LLC 576	16466 PERRIS BLVD MORENO VALLEY, CA 92553	NON GC	N/A	N/A
	HAZNET	ROLLING RIDGE CLEANERS INC	15974 PERRIS BLVD UNIT A MORENO VALLEY, CA 92553	NON GC	N/A	N/A

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S112951510      **DIST/DIR:** 0.076 NNW      **ELEVATION:** 1588      **MAP ID:** 1

**NAME:** ST CHRISTOPHER'S CHURCH      **Rev:** 12/31/2012  
**ADDRESS:** 25075 COTTONWOOD AVE  
MORENO VALLEY, CA 92553

**SOURCE:** CA California Environmental Protection Agency

**HAZNET:**

Year: 2006  
Gepaid: CAC002600484  
Contact: MAX ARZU  
Telephone: 9512421002  
Mailing Name: Not reported  
Mailing Address: 25075 COTTONWOOD AVE  
Mailing City,St,Zip: MORENO VALLEY, CA 92553  
Gen County: Not reported  
TSD EPA ID: CAT080013352  
TSD County: Not reported  
Waste Category: Oxygenated solvents (acetone, butanol, ethyl acetate, etc.)  
Disposal Method: Recycler  
Tons: 0.16  
Facility County: Riverside

Year: 2006  
Gepaid: CAC002600484  
Contact: MAX ARZU  
Telephone: 9512421002  
Mailing Name: Not reported  
Mailing Address: 25075 COTTONWOOD AVE  
Mailing City,St,Zip: MORENO VALLEY, CA 92553  
Gen County: Not reported  
TSD EPA ID: CAT080033681  
TSD County: Not reported  
Waste Category: Latex waste  
Disposal Method: Disposal, Land Fill  
Tons: 0.3  
Facility County: Riverside

Year: 2006  
Gepaid: CAC002600484  
Contact: MAX ARZU  
Telephone: 9512421002  
Mailing Name: Not reported  
Mailing Address: 25075 COTTONWOOD AVE  
Mailing City,St,Zip: MORENO VALLEY, CA 92553  
Gen County: Not reported  
TSD EPA ID: CAT080013352  
TSD County: Not reported  
Waste Category: Oxygenated solvents (acetone, butanol, ethyl acetate, etc.)  
Disposal Method: Recycler  
Tons: 0.84

- Continued on next page -

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

<b>EDR ID:</b>	S112951510	<b>DIST/DIR:</b>	0.076 NNW	<b>ELEVATION:</b>	1588	<b>MAP ID:</b>	1
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**NAME:** ST CHRISTOPHER'S CHURCH

**Rev:** 12/31/2012

**ADDRESS:** 25075 COTTONWOOD AVE  
MORENO VALLEY, CA 92553

**SOURCE:** CA California Environmental Protection Agency

Facility County: Riverside

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S112887923      **DIST/DIR:** 0.160 ESE      **ELEVATION:** 1579      **MAP ID:** 2

**NAME:** INTOWN PROPERTIES INC/HUD      **Rev:** 12/31/2012  
**ADDRESS:** 13635 CRAPE MYRTLE DR  
MORENO VALLEY, CA 92553

**SOURCE:** CA California Environmental Protection Agency

HAZNET:  
Year: 1998  
Gepaid: CAC001397752  
Contact: HUD  
Telephone: 7149577333  
Mailing Name: Not reported  
Mailing Address: 6850 BROCKTON AVE STE 215  
Mailing City,St,Zip: RIVERSIDE, CA 925060000  
Gen County: Not reported  
TSD EPA ID: CAD000088252  
TSD County: Not reported  
Waste Category: Household waste  
Disposal Method: Transfer Station  
Tons: .1525  
Facility County: Riverside

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### SWEEPS UST

**EDR ID:** S101589980      **DIST/DIR:** 0.165 WNW      **ELEVATION:** 1592      **MAP ID:** 3

**NAME:** EMWD MORENO #2 PUMPING PLANT      **Rev:** 06/01/1994  
**ADDRESS:** 24999 COTTONWOOD AVE      **ID/Status:** A  
MORENO VALLEY, CA 92343  
RIVERSIDE  
**SOURCE:** CA State Water Resources Control Board

SWEEPS UST:  
Status: Active  
Comp Number: 30920  
Number: 4  
Board Of Equalization: 44-018137  
Referral Date: 10-29-92  
Action Date: 10-29-92  
Created Date: 02-29-88  
Tank Status: A  
Owner Tank Id: 000434  
Swrcb Tank Id: 33-000-030920-000001  
Actv Date: 10-29-92  
Capacity: 150  
Tank Use: OIL  
Stg: W  
Content: WASTE OIL  
Number Of Tanks: 1

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### CA FID UST

**EDR ID:** S101589980      **DIST/DIR:** 0.165 WNW      **ELEVATION:** 1592      **MAP ID:** 3

**NAME:** EMWD MORENO #2 PUMPING PLANT      **Rev:** 10/31/1994  
**ADDRESS:** 24999 COTTONWOOD AVE      **ID/Status:** 33002020  
MORENO VALLEY, CA 92343  
RIVERSIDE  
**SOURCE:** CA California Environmental Protection Agency

CA FID UST:  
Facility ID: 33002020  
Regulated By: UTNKA  
Regulated ID: 00030920  
Cortese Code: Not reported  
SIC Code: Not reported  
Facility Phone: Not reported  
Mail To: Not reported  
Mailing Address: 24500 SAN JACINTO  
Mailing Address 2: Not reported  
Mailing City,St,Zip: MORENO VALLEY 92343  
Contact: Not reported  
Contact Phone: Not reported  
DUNs Number: Not reported  
NPDES Number: Not reported  
EPA ID: Not reported  
Comments: Not reported  
Status: Active

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### ENVIROSTOR

**EDR ID:** S108407586      **DIST/DIR:** 0.189 SSW      **ELEVATION:** 1580      **MAP ID:** 4

**NAME:** MORENO VALLEY REGIONAL LEARNING CENTER      **Rev:** 09/05/2013  
**ADDRESS:** NEC PERRIS BOULEVARD & BAY AVENUE      ID/Status: 60000502  
MORENO VALLEY, CA 92553      ID/Status: No Further Action  
RIVERSIDE  
**SOURCE:** CA Department of Toxic Substances Control

**ENVIROSTOR:**

Site Type: School Investigation  
Site Type Detailed: School  
Acres: 4.26  
NPL: NO  
Regulatory Agencies: SMBRP  
Lead Agency: SMBRP  
Program Manager: Not reported  
Supervisor: Shahir Haddad  
Division Branch: Southern California Schools & Brownfields Outreach  
Facility ID: 60000502  
Site Code: 404729  
Assembly: 61  
Senate: 31  
Special Program: Not reported  
Status: No Further Action  
Status Date: 05/21/2007  
Restricted Use: NO  
Site Mgmt. Req.: NONE SPECIFIED  
Funding: School District  
Latitude: 33.9213  
Longitude: -117.2254  
APN: NONE SPECIFIED  
Past Use: AGRICULTURAL - ROW CROPS, RESIDENTIAL AREA  
Potential COC: Under Investigation  
Confirmed COC: Under Investigation, Under Investigation  
Potential Description: SOIL  
Alias Name: 404729  
Alias Type: Project Code (Site Code)  
Alias Name: 60000502  
Alias Type: Envirostor ID Number

**Completed Info:**  
Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Preliminary Endangerment Assessment Workplan  
Completed Date: 03/08/2007  
Comments: TM approved for implementation.

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Preliminary Endangerment Assessment Report  
Completed Date: 05/21/2007  
Comments: DTSC issued a "No Further Action determination" based on the preliminary Environmental Assessment report.

- Continued on next page -

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### ENVIROSTOR

**EDR ID:** S108407586      **DIST/DIR:** 0.189 SSW      **ELEVATION:** 1580      **MAP ID:** 4

**NAME:** MORENO VALLEY REGIONAL LEARNING CENTER      **Rev:** 09/05/2013  
**ADDRESS:** NEC PERRIS BOULEVARD & BAY AVENUE      ID/Status: 60000502  
 MORENO VALLEY, CA 92553      ID/Status: No Further Action  
 RIVERSIDE  
**SOURCE:** CA Department of Toxic Substances Control

Completed Area Name: PROJECT WIDE  
 Completed Sub Area Name: Not reported  
 Completed Document Type: Environmental Oversight Agreement  
 Completed Date: 12/11/2006  
 Comments: Not reported

Completed Area Name: PROJECT WIDE  
 Completed Sub Area Name: Not reported  
 Completed Document Type: Cost Recovery Closeout Memo  
 Completed Date: 06/07/2007  
 Comments: Project Complete.

Future Area Name: Not reported  
 Future Sub Area Name: Not reported  
 Future Document Type: Not reported  
 Future Due Date: Not reported  
 Schedule Area Name: Not reported  
 Schedule Sub Area Name: Not reported  
 Schedule Document Type: Not reported  
 Schedule Due Date: Not reported  
 Schedule Revised Date: Not reported

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

SCH

**EDR ID:** S108407586      **DIST/DIR:** 0.189 SSW      **ELEVATION:** 1580      **MAP ID:** 4

**NAME:** MORENO VALLEY REGIONAL LEARNING CENTER      **Rev:** 09/05/2013  
**ADDRESS:** NEC PERRIS BOULEVARD & BAY AVENUE      ID/Status: No Further Action  
 MORENO VALLEY, CA 92553      ID/Status: 60000502  
 RIVERSIDE      ID/Status: No Further Action  
**SOURCE:** CA Department of Toxic Substances Control

SCH:

Facility ID: 60000502  
 Site Type: School Investigation  
 Site Type Detail: School  
 Site Mgmt. Req.: NONE SPECIFIED  
 Acres: 4.26  
 National Priorities List: NO  
 Cleanup Oversight Agencies: SMBRP  
 Lead Agency: SMBRP  
 Lead Agency Description: DTSC - Site Cleanup Program  
 Project Manager: Not reported  
 Supervisor: Shahir Haddad  
 Division Branch: Southern California Schools & Brownfields Outreach  
 Site Code: 404729  
 Assembly: 61  
 Senate: 31  
 Special Program Status: Not reported  
 Status: No Further Action  
 Status Date: 05/21/2007  
 Restricted Use: NO  
 Funding: School District  
 Latitude: 33.9213  
 Longitude: -117.2254  
 APN: NONE SPECIFIED  
 Past Use: AGRICULTURAL - ROW CROPS, RESIDENTIAL AREA  
 Potential COC: Under Investigation  
 Confirmed COC: Under Investigation  
 Potential Description: SOIL  
 Alias Name: 404729  
 Alias Type: Project Code (Site Code)  
 Alias Name: 60000502  
 Alias Type: Envirostor ID Number

Completed Info:  
 Completed Area Name: PROJECT WIDE  
 Completed Sub Area Name: Not reported  
 Completed Document Type: Preliminary Endangerment Assessment Workplan  
 Completed Date: 03/08/2007  
 Comments: TM approved for implementation.

Completed Area Name: PROJECT WIDE  
 Completed Sub Area Name: Not reported  
 Completed Document Type: Preliminary Endangerment Assessment Report  
 Completed Date: 05/21/2007

- Continued on next page -

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

SCH

**EDR ID:** S108407586      **DIST/DIR:** 0.189 SSW      **ELEVATION:** 1580      **MAP ID:** 4

**NAME:** MORENO VALLEY REGIONAL LEARNING CENTER      **Rev:** 09/05/2013  
**ADDRESS:** NEC PERRIS BOULEVARD & BAY AVENUE      ID/Status: No Further Action  
 MORENO VALLEY, CA 92553      ID/Status: 60000502  
 RIVERSIDE      ID/Status: No Further Action  
**SOURCE:** CA Department of Toxic Substances Control

Comments: DTSC issued a "No Further Action determination" based on the preliminary Environmental Assessment report.

Completed Area Name: PROJECT WIDE  
 Completed Sub Area Name: Not reported  
 Completed Document Type: Environmental Oversight Agreement  
 Completed Date: 12/11/2006  
 Comments: Not reported

Completed Area Name: PROJECT WIDE  
 Completed Sub Area Name: Not reported  
 Completed Document Type: Cost Recovery Closeout Memo  
 Completed Date: 06/07/2007  
 Comments: Project Complete.

Future Area Name: Not reported  
 Future Sub Area Name: Not reported  
 Future Document Type: Not reported  
 Future Due Date: Not reported  
 Schedule Area Name: Not reported  
 Schedule Sub Area Name: Not reported  
 Schedule Document Type: Not reported  
 Schedule Due Date: Not reported  
 Schedule Revised Date: Not reported

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S112896804      **DIST/DIR:** 0.199 SSW      **ELEVATION:** 1577      **MAP ID:** 5

**NAME:** INTOWN PROPERTIES INC/HUD      **Rev:** 12/31/2012  
**ADDRESS:** 25128 BAY AVE  
MORENO VALLEY, CA 92553

**SOURCE:** CA California Environmental Protection Agency

HAZNET:  
Year: 1998  
Gepaid: CAC001507075  
Contact: HUD  
Telephone: 7149577333  
Mailing Name: Not reported  
Mailing Address: 6850 BROCKTON AVE STE 215  
Mailing City,St,Zip: RIVERSIDE, CA 925060000  
Gen County: Not reported  
TSD EPA ID: CAD000088252  
TSD County: Not reported  
Waste Category: Household waste  
Disposal Method: Transfer Station  
Tons: .1066  
Facility County: Riverside

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

UST

<b>EDR ID:</b> U003739295	<b>DIST/DIR:</b> 0.200 ENE	<b>ELEVATION:</b> 1585	<b>MAP ID:</b> A6
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<b>NAME:</b> COUNTY OF RIVERSIDE WASTE RESOURCES MANAGEMENT DISTRICT	<b>Revised:</b> 09/16/2013
<b>ADDRESS:</b> 25241 COTTONWOOD AVE MORENO VALLEY, CA 92553 RIVERSIDE	<b>ID/Status:</b> 270
<b>SOURCE:</b> CA SWRCB	

UST:  
 Facility ID: 270  
 Latitude: 33.92453  
 Longitude: -117.22028

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S113123225      **DIST/DIR:** 0.200 ENE      **ELEVATION:** 1585      **MAP ID:** A7

**NAME:** COUNTY OF RIVERSIDE FLEET SERVICES      **Rev:** 12/31/2012

**ADDRESS:** 25241 COTTONWOOD  
MORENO VALLEY, CA 92553

**SOURCE:** CA California Environmental Protection Agency

**HAZNET:**

Year: 2012  
Gepaid: CAL000262150  
Contact: DOUG BARACZ  
Telephone: 9099554650  
Mailing Name: Not reported  
Mailing Address: 5293 MISSION BLVD  
Mailing City,St,Zip: RIVERSIDE, CA 925090000  
Gen County: Riverside  
TSD EPA ID: CAD982444481  
TSD County: San Bernardino  
Waste Category: Not reported  
Disposal Method: Storage, Bulking, And/Or Transfer Off Site--No Treatment/Reovery  
(H010-H129) Or (H131-H135)  
Tons: 4.408  
Facility County: Riverside

Year: 2012  
Gepaid: CAL000262150  
Contact: DOUG BARACZ  
Telephone: 9099554650  
Mailing Name: Not reported  
Mailing Address: 5293 MISSION BLVD  
Mailing City,St,Zip: RIVERSIDE, CA 925090000  
Gen County: Riverside  
TSD EPA ID: CAD982444481  
TSD County: San Bernardino  
Waste Category: Not reported  
Disposal Method: Storage, Bulking, And/Or Transfer Off Site--No Treatment/Reovery  
(H010-H129) Or (H131-H135)  
Tons: 0.231  
Facility County: Riverside

Year: 2011  
Gepaid: CAL000262150  
Contact: DOUG BARACZ  
Telephone: 9099554650  
Mailing Name: Not reported  
Mailing Address: 5293 MISSION BLVD  
Mailing City,St,Zip: RIVERSIDE, CA 925090000  
Gen County: Not reported  
TSD EPA ID: CAD982444481  
TSD County: Not reported  
Waste Category: Aqueous solution with total organic residues less than 10 percent

- Continued on next page -

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S113123225      **DIST/DIR:** 0.200 ENE      **ELEVATION:** 1585      **MAP ID:** A7

**NAME:** COUNTY OF RIVERSIDE FLEET SERVICES      **Rev:** 12/31/2012  
**ADDRESS:** 25241 COTTONWOOD  
MORENO VALLEY, CA 92553

**SOURCE:** CA California Environmental Protection Agency

Disposal Method: Storage, Bulking, And/Or Transfer Off Site--No Treatment/Reovery  
(H010-H129) Or (H131-H135)

Tons: 0.21

Facility County: Riverside

Year: 2011

Gepaid: CAL000262150

Contact: DOUG BARACZ

Telephone: 9099554650

Mailing Name: Not reported

Mailing Address: 5293 MISSION BLVD

Mailing City,St,Zip: RIVERSIDE, CA 925090000

Gen County: Not reported

TSD EPA ID: CAD982444481

TSD County: Not reported

Waste Category: Waste oil and mixed oil

Disposal Method: Not reported

Tons: 0.684

Facility County: Riverside

Year: 2011

Gepaid: CAL000262150

Contact: DOUG BARACZ

Telephone: 9099554650

Mailing Name: Not reported

Mailing Address: 5293 MISSION BLVD

Mailing City,St,Zip: RIVERSIDE, CA 925090000

Gen County: Not reported

TSD EPA ID: CAD982444481

TSD County: Not reported

Waste Category: Waste oil and mixed oil

Disposal Method: Storage, Bulking, And/Or Transfer Off Site--No Treatment/Reovery  
(H010-H129) Or (H131-H135)

Tons: 2.66

Facility County: Riverside

[Click this hyperlink](#) while viewing on your computer to access  
15 additional CA\_HAZNET: record(s) in the EDR Site Report.

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S113087926      **DIST/DIR:** 0.200 ENE      **ELEVATION:** 1585      **MAP ID:** A8

**NAME:** RIVERSIDE COUNTY WASTE MANAGEMENT DEPT      **Rev:** 12/31/2012  
**ADDRESS:** 25241 COTTONWOOD AVE  
MORENO VALLEY, CA 92553

**SOURCE:** CA California Environmental Protection Agency

**HAZNET:**

Year: 2003  
Gepaid: CAL000167676  
Contact: M HICKMAN/PROGRAM COORDINATOR  
Telephone: 9098463308  
Mailing Name: Not reported  
Mailing Address: 14310 FREDRICK ST  
Mailing City,St,Zip: MORENO VALLEY, CA 92553  
Gen County: Not reported  
TSD EPA ID: CAT000613927  
TSD County: Not reported  
Waste Category: Aqueous solution with total organic residues less than 10 percent  
Disposal Method: Transfer Station  
Tons: 0.07  
Facility County: Riverside

Year: 2002  
Gepaid: CAL000167676  
Contact: M HICKMAN/PROGRAM COORDINATOR  
Telephone: 9098463308  
Mailing Name: Not reported  
Mailing Address: 14310 FREDRICK ST  
Mailing City,St,Zip: MORENO VALLEY, CA 92553  
Gen County: Not reported  
TSD EPA ID: CAT000613927  
TSD County: Not reported  
Waste Category: Aqueous solution with total organic residues less than 10 percent  
Disposal Method: Transfer Station  
Tons: 0.3  
Facility County: Riverside

Year: 2002  
Gepaid: CAL000167676  
Contact: M HICKMAN/PROGRAM COORDINATOR  
Telephone: 9098463308  
Mailing Name: Not reported  
Mailing Address: 14310 FREDRICK ST  
Mailing City,St,Zip: MORENO VALLEY, CA 92553  
Gen County: Not reported  
TSD EPA ID: CAD982444481  
TSD County: Not reported  
Waste Category: Other empty containers 30 gallons or more  
Disposal Method: Transfer Station  
Tons: 0.3

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S113087926      **DIST/DIR:** 0.200 ENE      **ELEVATION:** 1585      **MAP ID:** A8

**NAME:** RIVERSIDE COUNTY WASTE MANAGEMENT DEPT      **Rev:** 12/31/2012

**ADDRESS:** 25241 COTTONWOOD AVE  
MORENO VALLEY, CA 92553

**SOURCE:** CA California Environmental Protection Agency

Facility County: Riverside

Year: 2002  
Gepaid: CAL000167676  
Contact: M HICKMAN/PROGRAM COORDINATOR  
Telephone: 9098463308  
Mailing Name: Not reported  
Mailing Address: 14310 FREDRICK ST  
Mailing City,St,Zip: MORENO VALLEY, CA 92553  
Gen County: Not reported  
TSD EPA ID: CAD982444481  
TSD County: Not reported  
Waste Category: Other organic solids  
Disposal Method: Transfer Station  
Tons: 0.7  
Facility County: Riverside

Year: 2001  
Gepaid: CAL000167676  
Contact: M HICKMAN/PROGRAM COORDINATOR  
Telephone: 9098463308  
Mailing Name: Not reported  
Mailing Address: 14310 FREDRICK ST  
Mailing City,St,Zip: MORENO VALLEY, CA 92553  
Gen County: Not reported  
TSD EPA ID: CAD008252405  
TSD County: Not reported  
Waste Category: Waste oil and mixed oil  
Disposal Method: Recycler  
Tons: 1.18  
Facility County: Riverside

[Click this hyperlink](#) while viewing on your computer to access  
9 additional CA\_HAZNET: record(s) in the EDR Site Report.

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S104160749      **DIST/DIR:** 0.200 ENE      **ELEVATION:** 1585      **MAP ID:** A9

**NAME:** SUNNYMEAD DISTRICT MAINT. YARD

**Rev:** 09/16/2013

**ADDRESS:** 25241 COTTONWOOD AVE  
MORENO VALLEY, CA 92388  
RIVERSIDE

**ID/Status:** Case Closed

**SOURCE:** CA State Water Resources Control Board

**LUST REG 8:**

Region: 8  
County: Riverside  
Regional Board: Santa Ana Region  
Facility Status: Case Closed  
Case Number: 083300979T  
Local Case Num: Not reported  
Case Type: Soil only  
Substance: Diesel  
Qty Leaked: Not reported  
Abate Method: Not reported  
Cross Street: PERRIS  
Enf Type: Not reported  
Funding: Not reported  
How Discovered: Tank Closure  
How Stopped: Not reported  
Leak Cause: Overfill  
Leak Source: UNK  
Global ID: T0606500098  
How Stopped Date: Not reported  
Enter Date: 8/1/1988  
Review Date: Not reported  
Prelim Assess: Not reported  
Discover Date: 6/9/1988  
Enforcement Date: Not reported  
Close Date: 11/14/1991  
Workplan: Not reported  
Pollution Char: 8/15/1988  
Remed Plan: Not reported  
Remed Action: Not reported  
Monitoring: Not reported  
Enter Date: 8/1/1988  
GW Qualifies: Not reported  
Soil Qualifies: Not reported  
Operator: Not reported  
Facility Contact: Not reported  
Interim: Not reported  
Oversite Program: LUST  
Latitude: 33.9244172  
Longitude: -117.2196525  
MTBE Date: Not reported  
Max MTBE GW: Not reported  
MTBE Concentration: 0  
Max MTBE Soil: Not reported

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S104160749      **DIST/DIR:** 0.200 ENE      **ELEVATION:** 1585      **MAP ID:** A9

**NAME:** SUNNYMEAD DISTRICT MAINT. YARD

**Rev:** 09/16/2013

**ADDRESS:** 25241 COTTONWOOD AVE  
MORENO VALLEY, CA 92388  
RIVERSIDE

**ID/Status:** Case Closed

**SOURCE:** CA State Water Resources Control Board

MTBE Fuel: 0  
MTBE Tested: Not Required to be Tested.  
MTBE Class: \*  
Staff: PAH  
Staff Initials: UNK  
Lead Agency: Local Agency  
Local Agency: 33000L  
Hydr Basin #: SAN JACINTO (8-5)  
Beneficial: Not reported  
Priority: Not reported  
Cleanup Fund Id: Not reported  
Work Suspended: Not reported  
Summary: Not reported

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S103646618      **DIST/DIR:** 0.200 ENE      **ELEVATION:** 1585      **MAP ID:** A10

**NAME:** SUNNYMEAD DISTRICT MAINT.

**Rev:** 09/16/2013

**ADDRESS:** 25241 COTTONWOOD  
MORENO, CA 92388  
RIVERSIDE

**ID/Status:** Completed - Case Closed

**SOURCE:** CA State Water Resources Control Board

**LUST:**

Region: STATE  
Global Id: T0606500098  
Latitude: 33.9245703  
Longitude: -117.2181226  
Case Type: LUST Cleanup Site  
Status: Completed - Case Closed  
Status Date: 11/14/1991  
Lead Agency: SANTA ANA RWQCB (REGION 8)  
Case Worker: PAH  
Local Agency: RIVERSIDE COUNTY LOP  
RB Case Number: 083300979T  
LOC Case Number: Not reported  
File Location: Not reported  
Potential Media Affect: Soil  
Potential Contaminants of Concern: Diesel  
Site History: Not reported

[Click here to access the California GeoTracker records for this facility:](#)

**Contact:**

Global Id: T0606500098  
Contact Type: Local Agency Caseworker  
Contact Name: UNK  
Organization Name: RIVERSIDE COUNTY LOP  
Address: 3880 LEMON ST SUITE 200  
City: RIVERSIDE  
Email: Not reported  
Phone Number: Not reported

**Status History:**

Global Id: T0606500098  
Status: Completed - Case Closed  
Status Date: 11/14/1991

Global Id: T0606500098  
Status: Open - Case Begin Date  
Status Date: 06/09/1988

Global Id: T0606500098  
Status: Open - Site Assessment  
Status Date: 08/15/1988

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S103646618      **DIST/DIR:** 0.200 ENE      **ELEVATION:** 1585      **MAP ID:** A10

**NAME:** SUNNYMEAD DISTRICT MAINT.

**Rev:** 09/16/2013

**ADDRESS:** 25241 COTTONWOOD  
MORENO, CA 92388  
RIVERSIDE

**ID/Status:** Completed - Case Closed

**SOURCE:** CA State Water Resources Control Board

**Regulatory Activities:**

Global Id: T0606500098

Action Type: Other

Date: 01/01/1950

Action: Leak Reported

Global Id: T0606500098

Action Type: Other

Date: 01/01/1950

Action: Leak Discovery

Global Id: T0606500098

Action Type: ENFORCEMENT

Date: 11/14/1991

Action: Closure/No Further Action Letter

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S113091706      **DIST/DIR:** 0.248 NW      **ELEVATION:** 1596      **MAP ID:** B11

**NAME:** FAMILY DENTAL CARE      **Rev:** 12/31/2012

**ADDRESS:** 13373 PERRIS BLVD, #306-D  
MORENO VALLEY, CA 92553

**SOURCE:** CA California Environmental Protection Agency

**HAZNET:**

Year: 1998  
Gepaid: CAL000174282  
Contact: PETER PAUL FELICIANO, DMD  
Telephone: 9094852860  
Mailing Name: Not reported  
Mailing Address: 13373 PERRIS BLVD # 306-D  
Mailing City,St,Zip: MORENO VALLEY, CA 925530000  
Gen County: Not reported  
TSD EPA ID: CAD983604000  
TSD County: Not reported  
Waste Category: Photochemicals/photoprocessing waste  
Disposal Method: Recycler  
Tons: .0374  
Facility County: Riverside

Year: 1997  
Gepaid: CAL000174282  
Contact: PETER PAUL FELICIANO, DMD  
Telephone: 9094852860  
Mailing Name: Not reported  
Mailing Address: 13373 PERRIS BLVD # 306-D  
Mailing City,St,Zip: MORENO VALLEY, CA 925530000  
Gen County: Not reported  
TSD EPA ID: CAD983604000  
TSD County: Not reported  
Waste Category: Photochemicals/photoprocessing waste  
Disposal Method: Recycler  
Tons: .0125  
Facility County: Riverside

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S113048474      **DIST/DIR:** 0.248 NW      **ELEVATION:** 1596      **MAP ID:** B12

**NAME:** TALBERT MORENO VALLEY DENTAL      **Rev:** 12/31/2012  
**ADDRESS:** 13373 PERRIS BLVD  
MORENO VALLEY, CA 92388

**SOURCE:** CA California Environmental Protection Agency

**HAZNET:**

Year: 1997  
Gepaid: CAL000069646  
Contact: TALBERT MEDICAL MGMT CORP  
Telephone: 7144364818  
Mailing Name: Not reported  
Mailing Address: 3540 HOWARD WAY  
Mailing City,St,Zip: COSTA MESA, CA 926261417  
Gen County: Not reported  
TSD EPA ID: CAD981402522  
TSD County: Not reported  
Waste Category: Metal sludge (Alkaline solution (pH >= 12.5) with metals)  
Disposal Method: Recycler  
Tons: .0125  
Facility County: Riverside

Year: 1993  
Gepaid: CAL000069646  
Contact: TALBERT MEDICAL MGMT CORP  
Telephone: 7144364818  
Mailing Name: Not reported  
Mailing Address: 3540 HOWARD WAY  
Mailing City,St,Zip: COSTA MESA, CA 926261417  
Gen County: Not reported  
TSD EPA ID: CAL000051063  
TSD County: Not reported  
Waste Category: Metal sludge (Alkaline solution (pH >= 12.5) with metals)  
Disposal Method: Recycler  
Tons: 6.00000000000  
Facility County: Riverside

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S113054670      **DIST/DIR:** 0.248 NW      **ELEVATION:** 1596      **MAP ID:** B13

**NAME:** TALBERT MORENO VALLEY MEDICAL      **Rev:** 12/31/2012  
**ADDRESS:** 13373 PERRIS BLVD  
MORENO VALLEY, CA 92388

**SOURCE:** CA California Environmental Protection Agency

HAZNET:  
Year: 1993  
Gepaid: CAL000087652  
Contact: TALBERT MEDICAL MGMT CORP  
Telephone: 7144364800  
Mailing Name: Not reported  
Mailing Address: 3540 HOWARD WAY  
Mailing City,St,Zip: COSTA MESA, CA 926261417  
Gen County: Not reported  
TSD EPA ID: CAL000051063  
TSD County: Not reported  
Waste Category: Metal sludge (Alkaline solution (pH >= 12.5) with metals)  
Disposal Method: Recycler  
Tons: 6.090000000000  
Facility County: Riverside

Year: 1993  
Gepaid: CAL000087652  
Contact: TALBERT MEDICAL MGMT CORP  
Telephone: 7144364800  
Mailing Name: Not reported  
Mailing Address: 3540 HOWARD WAY  
Mailing City,St,Zip: COSTA MESA, CA 926261417  
Gen County: Not reported  
TSD EPA ID: CAL000051063  
TSD County: Not reported  
Waste Category: Photochemicals/photoprocessing waste  
Disposal Method: Recycler  
Tons: 0  
Facility County: Riverside

Year: 1993  
Gepaid: CAL000087652  
Contact: TALBERT MEDICAL MGMT CORP  
Telephone: 7144364800  
Mailing Name: Not reported  
Mailing Address: 3540 HOWARD WAY  
Mailing City,St,Zip: COSTA MESA, CA 926261417  
Gen County: Not reported  
TSD EPA ID: CAL000051063  
TSD County: Not reported  
Waste Category: Not reported  
Disposal Method: Recycler  
Tons: 0

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



# Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

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HAZNET

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**EDR ID:** S113054670      **DIST/DIR:** 0.248 NW      **ELEVATION:** 1596      **MAP ID:** B13

**NAME:** TALBERT MORENO VALLEY MEDICAL      **Rev:** 12/31/2012  
**ADDRESS:** 13373 PERRIS BLVD  
MORENO VALLEY, CA 92388

**SOURCE:** CA California Environmental Protection Agency

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Facility County: Riverside

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S113775179      **DIST/DIR:** 0.250 WSW      **ELEVATION:** 1585      **MAP ID:** 14

**NAME:** BETH MENDOZA      **Rev:** 12/31/2012  
**ADDRESS:** 24933 BRANCH ST  
 MORENO VALLEY, CA 92553  
 RIVERSIDE  
**SOURCE:** CA California Environmental Protection Agency

HAZNET:  
 Year: 2012  
 Gepaid: CAC002687984  
 Contact: BETH MENDOZA  
 Telephone: 9518093182  
 Mailing Name: Not reported  
 Mailing Address: 24933 BRANCH ST  
 Mailing City,St,Zip: MORENO VALLEY, CA 92553  
 Gen County: Riverside  
 TSD EPA ID: AZC950823111  
 TSD County: 99  
 Waste Category: Not reported  
 Disposal Method: Landfill Or Surface Impoundment That Will Be Closed As Landfill( To  
 Include On-Site Treatment And/Or Stabilization)  
 Tons: 0.4  
 Facility County: Riverside

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

**LUST:**

Region: STATE

Global Id: T0606547819

Latitude: 33.927996679

Longitude: -117.226604839

Case Type: LUST Cleanup Site

Status: Completed - Case Closed

Status Date: 06/26/2013

Lead Agency: RIVERSIDE COUNTY LOP

Case Worker: LS

Local Agency: RIVERSIDE COUNTY LOP

RB Case Number: Not reported

LOC Case Number: 200420809

File Location: Local Agency Warehouse

Potential Media Affect: Aquifer used for drinking water supply

Potential Contaminants of Concern: Gasoline

Site History: \*\*\*Data prior to 2005 does not appear in GeoTracker. Consult agency

file for all site data\*\*\* On September 16, 1998, two 10,000-gallon single-walled gasoline USTs and associated product piping and fuel dispensers were removed and replaced at the site. Significant concentrations of TPHg (up to 2,800 ppm), benzene (up to 16 ppm) and MTBE (up to 63 ppm) were reported in the soil samples collected beneath the southeastern portion of the UST cavity. TPHg, BTEX, and MTBE were not reported in the soil samples collected beneath the former fuel dispensers. Approximately 1,238 tons of soil was excavated and transported off-site. In June 2004, five soil borings (B1 through B5) were completed at the site as part of due diligence assessment activities. With the exception of concentrations of TPHg (0.2 ppm) and MTBE (0.11 ppm) reported in the soil sample analyzed from boring B2, TPHg, BTEX and fuel oxygenates were not detected. The site was placed into LOP. In April 2005, one vertical exploratory soil boring (SB-1) and three angle exploratory soil borings (AB-1 through AB-3) were advanced. Boring SB-1 was drilled vertically to approximately 60 bgs near the northeast corner of the UST cavity. Boring AB-1 was drilled beneath the USTs at an approximate angle of 18 degrees to 62 feet bgs (65 feet bgs along axis of the auger). Boring AB-2 was drilled at 21 degrees to 57.7 feet bgs (61 feet bgs along axis of auger). Angle boring AB-3 was drilled at an approximate angle of 20 degrees to 59.5 feet bgs (62 feet bgs along axis of the auger). Groundwater was encountered during drilling at depths ranging from approximately 55 to 60 feet bgs. Petroleum hydrocarbons were reported in soil and groundwater samples. TPHg concentrations were reported in soil samples ranging from 0.4 ppm (AB3@33) to 41 ppm (AB1@60). BTEX were not detected in any soil samples collected from

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

borings SB-1, AB-1 and AB-2, and between the 5 and 40 feet bgs in the soil samples collected from boring AB-3. MTBE was detected at concentrations ranging between 0.013 ppm (AB1@35) and 40 ppm (AB1@60). TPHg was reported at concentrations of 170,000 ppb and 18 ppb in groundwater hypodermis samples HP1@63 and SB1-HP1-60, respectively. Dissolved BTEX were not reported in the groundwater samples from borings AB-1 and SB-1. Dissolved MTBE was reported at concentrations of 32,000 ppb and 8,100 ppb in groundwater at HP1@63 and SB1-HP1-60, respectively. Between May 30 and June 1, 2006, groundwater monitoring wells MW-1 through MW-4 were installed. TPHg was detected in soil from each of the soil borings at depths ranging from 26 to 61 feet bgs with a maximum concentration of 120 ppm. MTBE was detected in soil from each of the soil borings at depths ranging from 46 to 61 feet bgs with a maximum concentration of 1.6 ppm. TBA was detected in soil from borings MW-2 and MW-4 with a maximum concentration of 0.90 ppm. Several volatile organic compounds (VOCs) were reported in borings MW-2, MW-3, and MW-4. MTBE in groundwater was reported in each well at concentrations ranging from 110 ppb to 2,000 ppb. TBA was reported in wells MW-2, MW-3, and MW-4 at concentrations of 7,700 ppb, 1,300 ppb, and 2,100 ppb respectively. TPHg, BTEX, the other fuel oxygenates and full-scan VOCs were not detected. On April 30 and May 8, 2007, two groundwater monitoring wells (MW-5 and MW-6) were completed to a depth of 60 feet bgs and three soil vapor extraction (SVE) wells (SVE-1 through SVE-3) were completed to depths of 45 feet, 30 feet, and 45 feet bgs, respectively. Groundwater was encountered at approximately Soil samples and groundwater samples were non-detect. Three SVE wells (SVE-1 through SVE-3) were installed in May, 2007. From May 14 to 19, 2007, a five day SVE pilot test was conducted. At the end of the 5-day event, influent TPHg concentrations were reported as 240 and 120 ppmv for wells SVE-1 and SVE-3, benzene concentrations were 4.1 and 2.0 ppmv for wells SVE-1 and SVE-3, and influent M

[Click here to access the California GeoTracker records for this facility:](#)

Contact:  
Global Id: T0606547819  
Contact Type: Local Agency Caseworker  
Contact Name: LINDA SHURLOW  
Organization Name: RIVERSIDE COUNTY LOP  
Address: 47950 Arabia Street, Suite A  
City: Indio  
Email: lshurlow@rivcocha.org  
Phone Number: 7608637570

- Continued on next page -

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

Global Id: T0606547819  
Contact Type: Regional Board Caseworker  
Contact Name: NANCY OLSON-MARTIN  
Organization Name: SANTA ANA RWQCB (REGION 8)  
Address: 3737 MAIN STREET, SUITE 500  
City: RIVERSIDE  
Email: nolson-martin@waterboards.ca.gov  
Phone Number: Not reported

**Status History:**

Global Id: T0606547819  
Status: Completed - Case Closed  
Status Date: 06/26/2013

Global Id: T0606547819  
Status: Open - Case Begin Date  
Status Date: 06/10/2004

Global Id: T0606547819  
Status: Open - Eligible for Closure  
Status Date: 03/04/2013

Global Id: T0606547819  
Status: Open - Remediation  
Status Date: 05/14/2007

Global Id: T0606547819  
Status: Open - Remediation  
Status Date: 05/14/2007

Global Id: T0606547819  
Status: Open - Remediation  
Status Date: 05/14/2007

Global Id: T0606547819  
Status: Open - Remediation  
Status Date: 05/14/2007

Global Id: T0606547819  
Status: Open - Remediation  
Status Date: 01/02/2008

Global Id: T0606547819  
Status: Open - Remediation

- Continued on next page -

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

Status Date: 02/28/2008

Global Id: T0606547819  
Status: Open - Remediation  
Status Date: 03/24/2008

Global Id: T0606547819  
Status: Open - Remediation  
Status Date: 05/12/2010

Global Id: T0606547819  
Status: Open - Site Assessment  
Status Date: 07/01/2004

Global Id: T0606547819  
Status: Open - Site Assessment  
Status Date: 08/04/2004

Global Id: T0606547819  
Status: Open - Site Assessment  
Status Date: 05/12/2010

Regulatory Activities:  
Global Id: T0606547819  
Action Type: ENFORCEMENT  
Date: 04/03/2008  
Action: File review

Global Id: T0606547819  
Action Type: ENFORCEMENT  
Date: 03/04/2013  
Action: Notification - Public Notice of Case Closure - #RCDEH 030413

Global Id: T0606547819  
Action Type: ENFORCEMENT  
Date: 01/25/2012  
Action: Staff Letter - #RCDEH 012512

Global Id: T0606547819  
Action Type: Other  
Date: 01/01/1950  
Action: Leak Stopped

Global Id: T0606547819

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

Action Type: ENFORCEMENT

Date: 03/24/2008

Action: Staff Letter - #032408

Global Id: T0606547819

Action Type: Other

Date: 01/01/1950

Action: Leak Discovery

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 07/31/2009

Action: Staff Letter - #RCDEH073109

Global Id: T0606547819

Action Type: Other

Date: 01/01/1950

Action: Leak Reported

Global Id: T0606547819

Action Type: RESPONSE

Date: 07/08/2013

Action: Well Destruction Report - Regulator Responded

Global Id: T0606547819

Action Type: REMEDIATION

Date: 01/01/1950

Action: Soil Vapor Extraction (SVE)

Global Id: T0606547819

Action Type: RESPONSE

Date: 08/26/2011

Action: Other Workplan

Global Id: T0606547819

Action Type: RESPONSE

Date: 10/15/2007

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: RESPONSE

Date: 01/15/2012

Action: Monitoring Report - Quarterly

Global Id: T0606547819

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

Action Type: RESPONSE  
Date: 03/16/2012  
Action: Verbal Communication

Global Id: T0606547819  
Action Type: RESPONSE  
Date: 04/15/2008  
Action: CAP/RAP - Final Remediation / Design Plan

Global Id: T0606547819  
Action Type: ENFORCEMENT  
Date: 09/09/2008  
Action: File review

Global Id: T0606547819  
Action Type: ENFORCEMENT  
Date: 09/30/2009  
Action: Meeting

Global Id: T0606547819  
Action Type: RESPONSE  
Date: 04/15/2011  
Action: Monitoring Report - Annually

Global Id: T0606547819  
Action Type: RESPONSE  
Date: 07/15/2009  
Action: Monitoring Report - Quarterly

Global Id: T0606547819  
Action Type: RESPONSE  
Date: 10/15/2011  
Action: Monitoring Report - Quarterly

Global Id: T0606547819  
Action Type: RESPONSE  
Date: 07/15/2007  
Action: Monitoring Report - Quarterly

Global Id: T0606547819  
Action Type: RESPONSE  
Date: 04/15/2012  
Action: Monitoring Report - Annually

Global Id: T0606547819

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

Action Type: RESPONSE

Date: 10/15/2010

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: RESPONSE

Date: 10/15/2009

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: RESPONSE

Date: 01/15/2010

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: RESPONSE

Date: 04/15/2010

Action: Monitoring Report - Annually

Global Id: T0606547819

Action Type: RESPONSE

Date: 07/15/2010

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: RESPONSE

Date: 01/15/2011

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 07/07/2011

Action: Staff Letter - #RCDEH 070711

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 06/27/2011

Action: Meeting

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 02/14/2013

Action: LOP Case Closure Summary to RB - #RCDEH 021413

Global Id: T0606547819

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

Action Type: ENFORCEMENT

Date: 03/01/2012

Action: Meeting

Global Id: T0606547819

Action Type: RESPONSE

Date: 05/20/2013

Action: Respond to Petition

Global Id: T0606547819

Action Type: RESPONSE

Date: 03/25/2013

Action: Other Report / Document

Global Id: T0606547819

Action Type: RESPONSE

Date: 02/01/2011

Action: Pilot Study / Treatability Workplan

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 09/18/2007

Action: Staff Letter - #RCDEH 091807

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 05/23/2007

Action: File review

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 02/28/2008

Action: Staff Letter - #022808

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 02/19/2008

Action: Technical Correspondence / Assistance / Other - #021908

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 03/09/2009

Action: File review

Global Id: T0606547819

- Continued on next page -

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

Action Type: ENFORCEMENT

Date: 06/08/2010

Action: Meeting

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 07/16/2008

Action: File review

Global Id: T0606547819

Action Type: RESPONSE

Date: 10/15/2012

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 06/22/2009

Action: Staff Letter - #Riv Co 062209

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 03/04/2013

Action: Staff Letter - #RCDEH 030413

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 06/26/2013

Action: Closure/No Further Action Letter - #RCDEH Closure Documents

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 12/07/2010

Action: Staff Letter - #RCDEH 120710

Global Id: T0606547819

Action Type: RESPONSE

Date: 12/21/2007

Action: Corrective Action Plan / Remedial Action Plan

Global Id: T0606547819

Action Type: RESPONSE

Date: 01/15/2008

Action: Monitoring Report - Quarterly

Global Id: T0606547819

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

Action Type: RESPONSE

Date: 07/15/2011

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: REMEDIATION

Date: 01/01/1950

Action: Soil Vapor Extraction (SVE)

Global Id: T0606547819

Action Type: REMEDIATION

Date: 01/01/1950

Action: Excavation

Global Id: T0606547819

Action Type: RESPONSE

Date: 04/15/2009

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: RESPONSE

Date: 12/15/2008

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: RESPONSE

Date: 04/15/2007

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: RESPONSE

Date: 01/15/2013

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: RESPONSE

Date: 09/02/2008

Action: Monitoring Report - Quarterly

RIVERSIDE CO. LUST:

Region: RIVERSIDE

Facility ID: 200420809

Employee: Shurlow-LOP

- Continued on next page -

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

<b>EDR ID:</b> S108201615	<b>DIST/DIR:</b> 0.342 NNW	<b>ELEVATION:</b> 1601	<b>MAP ID:</b> C15
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<b>NAME:</b> CIRCLE K #0872	<b>Rev:</b> 09/16/2013
<b>ADDRESS:</b> 13261 PERRIS BLVD. MORENO VALLEY, CA	ID/Status: Completed - Case Closed ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

Site Closed: Yes  
Case Type: Drinking Water Aquifer affected  
Facility Status: closed/action completed

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S106567753      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C16

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA 92553  
RIVERSIDE

**ID/Status:** Leak being confirmed

**SOURCE:** CA State Water Resources Control Board

**LUST REG 8:**

Region: 8  
County: Riverside  
Regional Board: Santa Ana Region  
Facility Status: Leak being confirmed  
Case Number: Not reported  
Local Case Num: 200420809  
Case Type: Undefined  
Substance: Gasoline  
Qty Leaked: Not reported  
Abate Method: Not reported  
Cross Street: DRACEA AVE.  
Enf Type: Not reported  
Funding: LOPS  
How Discovered: Subsurface Monitoring  
How Stopped: Other Means  
Leak Cause: UNK  
Leak Source: UNK  
Global ID: T0606547819  
How Stopped Date: Not reported  
Enter Date: Not reported  
Review Date: 8/3/2004  
Prelim Assess: Not reported  
Discover Date: 6/10/2004  
Enforcement Date: Not reported  
Close Date: Not reported  
Workplan: Not reported  
Pollution Char: Not reported  
Remed Plan: Not reported  
Remed Action: Not reported  
Monitoring: Not reported  
Enter Date: Not reported  
GW Qualifies: Not reported  
Soil Qualifies: Not reported  
Operator: Not reported  
Facility Contact: Not reported  
Interim: Not reported  
Oversite Program: LUST  
Latitude: 0  
Longitude: 0  
MTBE Date: Not reported  
Max MTBE GW: Not reported  
MTBE Concentration: 0  
Max MTBE Soil: Not reported

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S106567753      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C16

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA 92553  
RIVERSIDE

ID/Status: Leak being confirmed

**SOURCE:** CA State Water Resources Control Board

MTBE Fuel: 1  
MTBE Tested: Site NOT Tested for MTBE. Includes Unknown and Not Analyzed.  
MTBE Class: \*  
Staff: NOM  
Staff Initials: SCB  
Lead Agency: Local Agency  
Local Agency: 33000L  
Hydr Basin #: Not reported  
Beneficial: Not reported  
Priority: Not reported  
Cleanup Fund Id: Not reported  
Work Suspended: Not reported  
Summary: Not reported

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### ENVIROSTOR

**EDR ID:** S105628794      **DIST/DIR:** 0.369 WSW      **ELEVATION:** 1582      **MAP ID:** 17

**NAME:** BAY AVENUE ELEMENTARY SCHOOL

**Rev:** 09/05/2013

**ADDRESS:** 24801 BAY AVENUE  
MORENO VALLEY, CA 92553  
RIVERSIDE

ID/Status: 33820010  
ID/Status: No Further Action

**SOURCE:** CA Department of Toxic Substances Control

**ENVIROSTOR:**

Site Type: School Investigation  
Site Type Detailed: School  
Acres: 8  
NPL: NO  
Regulatory Agencies: DTSC  
Lead Agency: DTSC  
Program Manager: Not reported  
Supervisor: Javier Hinojosa  
Division Branch: Southern California Schools & Brownfields Outreach  
Facility ID: 33820010  
Site Code: 404308  
Assembly: 61  
Senate: 31  
Special Program: Not reported  
Status: No Further Action  
Status Date: 08/19/2003  
Restricted Use: NO  
Site Mgmt. Req.: NONE SPECIFIED  
Funding: School District  
Latitude: 33.91837  
Longitude: -117.2151  
APN: NONE SPECIFIED  
Past Use: \* EDUCATIONAL SERVICES, AGRICULTURAL - ROW CROPS  
Potential COC: DDD, DDE, DDT  
Confirmed COC: DDD, DDE, DDT, 30006-NO, 30007-NO, 30008-NO  
Potential Description: SOIL  
Alias Name: AKA: RAMONA ELEM SCHOOL  
Alias Type: Alternate Name  
Alias Name: BAY AVENUE ELEMENTARY SCHOOL  
Alias Type: Alternate Name  
Alias Name: MORENO VALLEY UNIFIED SCHOOL DISTRICT  
Alias Type: Alternate Name  
Alias Name: MORENO VALLEY USD-BAY AVENUE ELEM SCHOOL  
Alias Type: Alternate Name  
Alias Name: 404308  
Alias Type: Project Code (Site Code)  
Alias Name: 33820010  
Alias Type: Envirostor ID Number

Completed Info:  
Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Site Inspections/Visit (Non LUR)  
Completed Date: 03/14/2002

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### ENVIROSTOR

**EDR ID:** S105628794      **DIST/DIR:** 0.369 WSW      **ELEVATION:** 1582      **MAP ID:** 17

**NAME:** BAY AVENUE ELEMENTARY SCHOOL

**Rev:** 09/05/2013

**ADDRESS:** 24801 BAY AVENUE  
MORENO VALLEY, CA 92553  
RIVERSIDE

ID/Status: 33820010

ID/Status: No Further Action

**SOURCE:** CA Department of Toxic Substances Control

Comments: Not reported

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Cost Recovery Closeout Memo  
Completed Date: 09/08/2003  
Comments: Not reported

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Environmental Oversight Agreement  
Completed Date: 01/31/2002  
Comments: Not reported

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Preliminary Endangerment Assessment Report  
Completed Date: 08/19/2003  
Comments: Not reported

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Technical Report  
Completed Date: 05/10/2002  
Comments: Not reported

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: \* Workplan  
Completed Date: 12/24/2002  
Comments: Not reported

Future Area Name: Not reported  
Future Sub Area Name: Not reported  
Future Document Type: Not reported  
Future Due Date: Not reported  
Schedule Area Name: Not reported  
Schedule Sub Area Name: Not reported  
Schedule Document Type: Not reported  
Schedule Due Date: Not reported  
Schedule Revised Date: Not reported

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S100944817      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D18

**NAME:** TOSCO/ 76 STATION #6962

**Rev:** 09/16/2013

**ADDRESS:** 25020

ID/Status: Preliminary site assessment underway

MORENO VALLEY, CA 92553

RIVERSIDE

**SOURCE:** CA State Water Resources Control Board

**LUST REG 8:**

Region: 8

County: Riverside

Regional Board: Santa Ana Region

Facility Status: Preliminary site assessment underway

Case Number: 083303232T

Local Case Num: 980609

Case Type: Aquifer affected

Substance: Gasoline

Qty Leaked: Not reported

Abate Method: Not reported

Cross Street: PERRIS

Enf Type: Not reported

Funding: Not reported

How Discovered: Not reported

How Stopped: Not reported

Leak Cause: Not reported

Leak Source: Not reported

Global ID: T0606500535

How Stopped Date: Not reported

Enter Date: 9/25/1998

Review Date: Not reported

Prelim Assess: 3/16/2000

Discover Date: 7/16/1998

Enforcement Date: Not reported

Close Date: Not reported

Workplan: Not reported

Pollution Char: Not reported

Remed Plan: Not reported

Remed Action: Not reported

Monitoring: Not reported

Enter Date: 9/25/1998

GW Qualifies: =

Soil Qualifies: =

Operator: Not reported

Facility Contact: Not reported

Interim: Not reported

Oversite Program: LUST

Latitude: 33.9172373

Longitude: -117.2260607

MTBE Date: 7/29/2002

Max MTBE GW: 59000

MTBE Concentration: 2

Max MTBE Soil: .4

- Continued on next page -

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S100944817      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D18

**NAME:** TOSCO/ 76 STATION #6962

**Rev:** 09/16/2013

**ADDRESS:** 25020

ID/Status: Preliminary site assessment underway

MORENO VALLEY, CA 92553

RIVERSIDE

**SOURCE:** CA State Water Resources Control Board

MTBE Fuel: 1

MTBE Tested: MTBE Detected. Site tested for MTBE & MTBE detected

MTBE Class: B

Staff: NOM

Staff Initials: UNK

Lead Agency: Local Agency

Local Agency: 33000L

Hydr Basin #: SAN JACINTO (8-5)

Beneficial: Not reported

Priority: Not reported

Cleanup Fund Id: Not reported

Work Suspended: Not reported

Summary: Not reported

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

**LUST:**

Region: STATE  
Global Id: T0606500535  
Latitude: 33.9172373  
Longitude: -117.2260607  
Case Type: LUST Cleanup Site  
Status: Completed - Case Closed  
Status Date: 12/09/2010  
Lead Agency: RIVERSIDE COUNTY LOP  
Case Worker: SCB  
Local Agency: RIVERSIDE COUNTY LOP  
RB Case Number: 083303232T  
LOC Case Number: 980609  
File Location: Local Agency Warehouse  
Potential Media Affect: Aquifer used for drinking water supply  
Potential Contaminants of Concern: Gasoline  
Site History: \*\*\*Data prior to 2005 does not appear in GeoTracker. Consult agency file for all site data\*\*\* September 1997 Soil Gas Survey: eight soil vapor samples were collected at the Site at a depth of approximately 3 feet bgs. The highest vapor concentrations detected were 941 ppmv TPHg and 1,940 ppbv benzene. MTBE was analyzed using GC method at 218,000 ppbv and GS/MC method at 844,000 ppbv. June 1998 UST System Upgrade: the USTs and fuel distribution system was upgraded with the installation of spill containment sumps on the fuel USTs, fill and vapor vent ports, spill containment beneath the dispensers, and replacement of fuel system product lines. Soil samples were collected from beneath the dispensers and product lines. The highest concentration detected in soil was 5,200 ppm TPHg from DI-3 at 2 feet bgs. October 1998 Soil Boring: One angle-boring (B-1) was drilled to a linear depth of 60 feet at an angle of approximately 10 degrees. The highest concentrations detected in soil were 0.87 ppm MTBE at 35 feet bgs, and 0.030 ppm total xylenes at 40 feet bgs. No TPHg, benzene, toluene, or ethyl-benzene were detected in any sample analyzed from boring B-1 December 1999 Site Investigation: Groundwater monitoring wells MW-1, MW-2, and MW-3 were installed to depths of 60 feet bgs. MTBE was detected in soil from MW-3 at concentrations of 0.092 ppm at 20 feet bgs and 0.44 ppm at 30 feet bgs. No other concentrations were detected in any of the soil samples. The highest concentrations detected in groundwater were 1,500 ppb TPHg and 2,200 ppb MTBE from well MW-3. February 2001 Site Investigation: Monitoring wells MW-4, MW-5, and MW-6 were installed to a depth of 60 feet bgs each. Maximum concentrations detected in soil were 3.2 ppm TPHg, and 5.2 ppm MTBE from MW-4 at 45 feet bgs, 55 ppm ethanol from MW-6 at 35 feet bgs, and 22 ppm methanol from MW-6

- Continued on next page -

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962

**Rev:** 09/16/2013

**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed

ID/Status: 980609

ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

at 55 feet bgs. No BTEX were detected in any soil sample analyzed. TBA was detected at concentrations of 0.180 ppm and 0.039 ppm in MW-4 at 45 and 50 feet bgs, respectively. June 2004 Site Investigation: Off-Site groundwater monitoring wells MW-7 and MW-8 were installed to a depth of approximately 50 feet bgs each in the Walgreens parking lot, located south of the Site across Alessandro Boulevard. No TPHg, BTEX, fuel oxygenates (including MTBE), or ethanol were detected in any of the soil samples. October 2004 Well Installation: Oxygen injection wells SP-4, SP-5, SP-6, and SP-8 and nested soil vapor extraction/oxygen injection wells VSP-1, VSP-2, VSP-3, and VSP-7 were installed to depths between 40 to 45 feet bgs. The maximum concentrations detected in soil samples analyzed were 13 ppm TPHg and 11 ppm MTBE from well VSP-3 at 35 feet bgs. March 2005 C-Sparge System Installation: A C-Sparge system was installed. C-Sparge system operation began on April 2, 2005 utilizing wells SP-4 through SP-6, SP-8, VSP-1 through VSP-3, and VSP-7. May 2006 Waste-Oil Site Assessment: Spill bucket replacement activities were conducted in association with the on-Site waste-oil UST. Two soil samples were collected. Total petroleum hydrocarbons as motor oil were detected at concentrations of 19,000 ppm in OW-1 at 3 feet bgs and 15,000 ppm in OW-2 at 4.5 feet bgs. TPHg was detected at 620 ppm in OW-1 at 3 feet bgs. No benzene, MTBE, or ethanol was detected in either sample. July 2006 Soil Confirmation Borings: Soil confirmation borings B-2, B-3, B-4, B-5, B-6, B-7, and B-8 were drilled to depths ranging between 46.0 to 47.5 feet bgs. Maximum concentrations detected in soil were 7.6 ppm TPHg from B-3 at 11 feet bgs, and 1.1 ppm MTBE from B-3 at 31 feet bgs. No other petroleum hydrocarbons were detected in any of the samples. January 2008 Soil Confirmation Borings: Soil confirmation borings B-9 and B-10 were drilled to a depth of 45 feet bgs each. Maximum concentrations detected in soil were 2.1 ppm MTBE, 0.0079 ppm TAME, and 0.085 ppm TBA. These concentrations were detected in b

[Click here to access the California GeoTracker records for this facility:](#)

**Contact:**

Global Id: T0606500535

Contact Type: Local Agency Caseworker

Contact Name: LINDA SHURLOW

Organization Name: RIVERSIDE COUNTY LOP

Address: 47950 Arabia Street, Suite A

City: Indio

Email: [Ishurlow@rivcocha.org](mailto:Ishurlow@rivcocha.org)

Phone Number: 7608637570

Global Id: T0606500535

- Continued on next page -

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

Contact Type: Regional Board Caseworker  
Contact Name: NANCY OLSON-MARTIN  
Organization Name: SANTA ANA RWQCB (REGION 8)  
Address: 3737 MAIN STREET, SUITE 500  
City: RIVERSIDE  
Email: nolson-martin@waterboards.ca.gov  
Phone Number: Not reported

Status History:  
Global Id: T0606500535  
Status: Completed - Case Closed  
Status Date: 12/09/2010

Global Id: T0606500535  
Status: Open - Case Begin Date  
Status Date: 06/24/1998

Global Id: T0606500535  
Status: Open - Remediation  
Status Date: 11/01/2004

Global Id: T0606500535  
Status: Open - Site Assessment  
Status Date: 10/23/1998

Global Id: T0606500535  
Status: Open - Verification Monitoring  
Status Date: 07/19/2006

Regulatory Activities:  
Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 09/14/2007  
Action: Technical Correspondence / Assistance / Other - #RCDEH 091407

Global Id: T0606500535  
Action Type: Other  
Date: 01/01/1950  
Action: Leak Stopped

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 12/09/2010  
Action: Closure/No Further Action Letter - #RCDEH Closure

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 02/06/2009  
Action: Request for Closure

Global Id: T0606500535  
Action Type: Other  
Date: 01/01/1950  
Action: Leak Reported

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 03/31/2009  
Action: Well Installation Workplan

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 10/15/2008  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 10/15/2007  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 11/06/2008  
Action: File review

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 07/15/2009  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 01/11/2008  
Action: Other Report / Document

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 01/15/2009  
Action: Monitoring Report - Quarterly

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 12/08/2010  
Action: File review - #RCDEH Upload Site File 3/14/2011

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 12/18/2008  
Action: Staff Letter - #RCDEH 121808

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 04/15/2009  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 01/15/2008  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 04/15/2008  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 07/20/2007  
Action: Other Workplan

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 03/24/2008  
Action: Staff Letter - #RCDEH032408

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 11/19/2007  
Action: File review

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 09/16/2008  
Action: File review

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 06/22/2009  
Action: Notice of Responsibility - #RCDEH 062209

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 06/19/2009  
Action: Staff Letter - #RCDEH 061909

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 09/16/2009  
Action: Letter - Notice - #Riv Co 091609

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 08/13/2009  
Action: Staff Letter - #Riv Co 081309

Global Id: T0606500535  
Action Type: REMEDIATION  
Date: 01/01/1950  
Action: In Situ Physical/Chemical Treatment (other than SVE)

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 08/14/2009  
Action: Well Installation Report

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 05/24/2007  
Action: Staff Letter - #RCDEH 052407

Global Id: T0606500535  
Action Type: Other  
Date: 01/01/1950  
Action: Leak Discovery

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 02/24/2009  
Action: Staff Letter - #RCDEH 022409

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 08/17/2010  
Action: Staff Letter - #RCDEH 081710

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 08/19/2009  
Action: Site Assessment Report

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 10/15/2009  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 01/15/2010  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 04/15/2010  
Action: Monitoring Report - Annually

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 07/15/2010  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 10/15/2010  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 10/18/2010  
Action: Well Destruction Report

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 02/06/2009  
Action: Request for Closure

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 07/15/2008  
Action: Monitoring Report - Quarterly

Region: STATE  
Global Id: T0606504503  
Latitude: 33.917604  
Longitude: -117.225908  
Case Type: LUST Cleanup Site  
Status: Completed - Case Closed  
Status Date: 02/28/2007  
Lead Agency: RIVERSIDE COUNTY LOP  
Case Worker: SCB  
Local Agency: RIVERSIDE COUNTY LOP  
RB Case Number: Not reported  
LOC Case Number: 200622573  
File Location: Local Agency  
Potential Media Affect: Soil  
Potential Contaminants of Concern: Waste Oil / Motor / Hydraulic / Lubricating  
Site History: Not reported

[Click here to access the California GeoTracker records for this facility:](#)

Contact:  
Global Id: T0606504503  
Contact Type: Local Agency Caseworker  
Contact Name: SHARON BOLTINGHOUSE  
Organization Name: RIVERSIDE COUNTY LOP  
Address: 3880 LEMON ST SUITE 200  
City: RIVERSIDE  
Email: sbolting@rivcocha.org  
Phone Number: 9519558982

Global Id: T0606504503  
Contact Type: Regional Board Caseworker  
Contact Name: NANCY OLSON-MARTIN  
Organization Name: SANTA ANA RWQCB (REGION 8)  
Address: 3737 MAIN STREET, SUITE 500  
City: RIVERSIDE  
Email: nolson-martin@waterboards.ca.gov  
Phone Number: Not reported

- Continued on next page -

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

**Status History:**

Global Id: T0606504503  
Status: Completed - Case Closed  
Status Date: 02/28/2007

Global Id: T0606504503  
Status: Open - Case Begin Date  
Status Date: 05/17/2006

Global Id: T0606504503  
Status: Open - Site Assessment  
Status Date: 06/01/2006

Global Id: T0606504503  
Status: Open - Site Assessment  
Status Date: 06/08/2006

Global Id: T0606504503  
Status: Open - Site Assessment  
Status Date: 06/09/2006

Global Id: T0606504503  
Status: Open - Site Assessment  
Status Date: 06/15/2006

Global Id: T0606504503  
Status: Open - Site Assessment  
Status Date: 11/08/2006

**Regulatory Activities:**

Global Id: T0606504503  
Action Type: Other  
Date: 01/01/1950  
Action: Leak Stopped

Global Id: T0606504503  
Action Type: Other  
Date: 01/01/1950  
Action: Leak Discovery

Global Id: T0606504503  
Action Type: Other  
Date: 01/01/1950  
Action: Leak Reported

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

Global Id: T0606504503  
Action Type: RESPONSE  
Date: 08/18/2013  
Action: Tank Removal Report / UST Sampling Report

Global Id: T0606504503  
Action Type: ENFORCEMENT  
Date: 06/14/2006  
Action: Notice of Responsibility

Global Id: T0606504503  
Action Type: ENFORCEMENT  
Date: 02/28/2007  
Action: Closure/No Further Action Letter

Global Id: T0606504503  
Action Type: RESPONSE  
Date: 08/04/2006  
Action: Preliminary Site Assessment Report

Global Id: T0606504503  
Action Type: RESPONSE  
Date: 08/14/2006  
Action: Preliminary Site Assessment Workplan

Global Id: T0606504503  
Action Type: ENFORCEMENT  
Date: 02/27/2007  
Action: File review - #RCDEG Site File 11/23/2010

Global Id: T0606504503  
Action Type: REMEDIATION  
Date: 01/01/1950  
Action: Other (Use Description Field)

RIVERSIDE CO. LUST:  
Region: RIVERSIDE  
Facility ID: 980609  
Employee: Shurlow-LOP  
Site Closed: Yes  
Case Type: Drinking Water Aquifer affected  
Facility Status: DS

- Continued on next page -

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

Region: RIVERSIDE  
Facility ID: 200622573  
Employee: Boltinghous-LOP  
Site Closed: Yes  
Case Type: Soil only  
Facility Status: closed/action completed

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S105799435      **DIST/DIR:** 0.460 SSW      **ELEVATION:** 1571      **MAP ID:** E20

**NAME:** ARCO #5208      **Rev:** 09/16/2013  
**ADDRESS:** 24994 ALESSANDRO BOULEVARD      ID/Status: Preliminary site assessment workplan submitt  
MORENO VALLEY, CA 92553  
RIVERSIDE  
**SOURCE:** CA State Water Resources Control Board

LUST REG 8:  
Region: 8  
County: Riverside  
Regional Board: Santa Ana Region  
Facility Status: Preliminary site assessment workplan submitted  
Case Number: 083303946T  
Local Case Num: 200218405  
Case Type: Aquifer affected  
Substance: Gasoline  
Qty Leaked: Not reported  
Abate Method: Not reported  
Cross Street: PERRIS BOULEVARD  
Enf Type: Not reported  
Funding: Not reported  
How Discovered: OM  
How Stopped: Close Tank  
Leak Cause: UNK  
Leak Source: UNK  
Global ID: T0606562779  
How Stopped Date: 3/18/2002  
Enter Date: Not reported  
Review Date: Not reported  
Prelim Assess: Not reported  
Discover Date: 3/18/2002  
Enforcement Date: Not reported  
Close Date: Not reported  
Workplan: 7/10/2002  
Pollution Char: Not reported  
Remed Plan: Not reported  
Remed Action: Not reported  
Monitoring: Not reported  
Enter Date: Not reported  
GW Qualifies: =  
Soil Qualifies: =  
Operator: Not reported  
Facility Contact: Not reported  
Interim: Not reported  
Oversite Program: LUST  
Latitude: 0  
Longitude: 0  
MTBE Date: 9/11/2003  
Max MTBE GW: 830  
MTBE Concentration: 0  
Max MTBE Soil: 5.9

- Continued on next page -

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S105799435      **DIST/DIR:** 0.460 SSW      **ELEVATION:** 1571      **MAP ID:** E20

**NAME:** ARCO #5208

**Rev:** 09/16/2013

**ADDRESS:** 24994 ALESSANDRO BOULEVARD  
MORENO VALLEY, CA 92553  
RIVERSIDE

**ID/Status:** Preliminary site assessment workplan submitt

**SOURCE:** CA State Water Resources Control Board

MTBE Fuel: 1  
MTBE Tested: MTBE Detected. Site tested for MTBE & MTBE detected  
MTBE Class: \*  
Staff: VJJ  
Staff Initials: SCB  
Lead Agency: Local Agency  
Local Agency: 33000L  
Hydr Basin #: Not reported  
Beneficial: Not reported  
Priority: Not reported  
Cleanup Fund Id: Not reported  
Work Suspended: Not reported  
Summary: Not reported

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S101589917      **DIST/DIR:** 0.460 SSW      **ELEVATION:** 1571      **MAP ID:** E21

**NAME:** ARCO #5208      **Rev:** 09/16/2013  
**ADDRESS:** 24994 ALESSANDRO BLVD      ID/Status: Completed - Case Closed  
 MORENO VALLEY, CA 92588      ID/Status: 200218405  
 RIVERSIDE  
**SOURCE:** CA State Water Resources Control Board

**LUST:**  
 Region: STATE  
 Global Id: T0606562779  
 Latitude: 33.917478798  
 Longitude: -117.226448349  
 Case Type: LUST Cleanup Site  
 Status: Completed - Case Closed  
 Status Date: 11/07/2008  
 Lead Agency: RIVERSIDE COUNTY LOP  
 Case Worker: SCB  
 Local Agency: RIVERSIDE COUNTY LOP  
 RB Case Number: 083303946T  
 LOC Case Number: 200218405  
 File Location: Local Agency  
 Potential Media Affect: Aquifer used for drinking water supply  
 Potential Contaminants of Concern: Gasoline  
 Site History: Not reported

[Click here to access the California GeoTracker records for this facility:](#)

**Contact:**  
 Global Id: T0606562779  
 Contact Type: Local Agency Caseworker  
 Contact Name: LINDA SHURLOW  
 Organization Name: RIVERSIDE COUNTY LOP  
 Address: 47950 Arabia Street, Suite A  
 City: Indio  
 Email: lshurlow@rivcocha.org  
 Phone Number: 7608637570

Global Id: T0606562779  
 Contact Type: Regional Board Caseworker  
 Contact Name: VALERIE JAHN-BULL  
 Organization Name: SANTA ANA RWQCB (REGION 8)  
 Address: 3737 MAIN STREET, SUITE 500  
 City: RIVERSIDE  
 Email: vjahn-bull@waterboards.ca.gov  
 Phone Number: 9517824903

**Status History:**  
 Global Id: T0606562779  
 Status: Completed - Case Closed  
 Status Date: 11/07/2008

- Continued on next page -

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S101589917      **DIST/DIR:** 0.460 SSW      **ELEVATION:** 1571      **MAP ID:** E21

**NAME:** ARCO #5208      **Rev:** 09/16/2013  
**ADDRESS:** 24994 ALESSANDRO BLVD      ID/Status: Completed - Case Closed  
 MORENO VALLEY, CA 92588      ID/Status: 200218405  
 RIVERSIDE  
**SOURCE:** CA State Water Resources Control Board

Global Id: T0606562779  
 Status: Open - Case Begin Date  
 Status Date: 12/18/2001

Global Id: T0606562779  
 Status: Open - Remediation  
 Status Date: 09/15/2003

Global Id: T0606562779  
 Status: Open - Remediation  
 Status Date: 02/15/2005

Global Id: T0606562779  
 Status: Open - Site Assessment  
 Status Date: 07/10/2002

Regulatory Activities:  
 Global Id: T0606562779  
 Action Type: ENFORCEMENT  
 Date: 07/01/2008  
 Action: Staff Letter - #070108

Global Id: T0606562779  
 Action Type: Other  
 Date: 01/01/1950  
 Action: Leak Stopped

Global Id: T0606562779  
 Action Type: Other  
 Date: 01/01/1950  
 Action: Leak Discovery

Global Id: T0606562779  
 Action Type: Other  
 Date: 01/01/1950  
 Action: Leak Reported

Global Id: T0606562779  
 Action Type: ENFORCEMENT  
 Date: 08/15/2008  
 Action: File review

Global Id: T0606562779  
 Action Type: ENFORCEMENT

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S101589917      **DIST/DIR:** 0.460 SSW      **ELEVATION:** 1571      **MAP ID:** E21

**NAME:** ARCO #5208      **Rev:** 09/16/2013  
**ADDRESS:** 24994 ALESSANDRO BLVD      ID/Status: Completed - Case Closed  
MORENO VALLEY, CA 92588      ID/Status: 200218405  
RIVERSIDE  
**SOURCE:** CA State Water Resources Control Board

Date: 04/22/2008  
Action: File review

Global Id: T0606562779  
Action Type: ENFORCEMENT  
Date: 11/07/2008  
Action: Closure/No Further Action Letter - #RCDEH closure letter

Global Id: T0606562779  
Action Type: RESPONSE  
Date: 10/15/2007  
Action: Monitoring Report - Quarterly

Global Id: T0606562779  
Action Type: ENFORCEMENT  
Date: 02/19/2008  
Action: Technical Correspondence / Assistance / Other - #021908

Global Id: T0606562779  
Action Type: ENFORCEMENT  
Date: 09/18/2007  
Action: File review

Global Id: T0606562779  
Action Type: REMEDIATION  
Date: 01/01/1950  
Action: Soil Vapor Extraction (SVE)

Global Id: T0606562779  
Action Type: RESPONSE  
Date: 04/15/2008  
Action: Monitoring Report - Quarterly

Global Id: T0606562779  
Action Type: RESPONSE  
Date: 07/15/2008  
Action: Monitoring Report - Quarterly

Global Id: T0606562779  
Action Type: RESPONSE  
Date: 01/15/2008  
Action: Monitoring Report - Quarterly

Global Id: T0606562779  
Action Type: REMEDIATION

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S101589917      **DIST/DIR:** 0.460 SSW      **ELEVATION:** 1571      **MAP ID:** E21

**NAME:** ARCO #5208

**Rev:** 09/16/2013

**ADDRESS:** 24994 ALESSANDRO BLVD  
MORENO VALLEY, CA 92588  
RIVERSIDE

ID/Status: Completed - Case Closed  
ID/Status: 200218405

**SOURCE:** CA State Water Resources Control Board

Date: 01/01/1950

Action: Pump & Treat (P&T) Groundwater

Global Id: T0606562779

Action Type: ENFORCEMENT

Date: 02/19/2008

Action: Technical Correspondence / Assistance / Other - #022008

RIVERSIDE CO. LUST:

Region: RIVERSIDE

Facility ID: 200218405

Employee: Shurlow-LOP

Site Closed: Yes

Case Type: Drinking Water Aquifer affected

Facility Status: CAO

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### ENVIROSTOR

**EDR ID:** S109149568      **DIST/DIR:** 0.738 SE      **ELEVATION:** 1576      **MAP ID:** 22

**NAME:** PROPOSED ALESSANDRO ADMINISTRATION BLDG. EXPANSION - EAST P. 09/05/2013  
**ADDRESS:** ALESSANDRO BOULEVARD/CHARA STREET      ID/Status: 60000944  
MORENO VALLEY, CA 92553      ID/Status: No Further Action  
RIVERSIDE  
**SOURCE:** CA Department of Toxic Substances Control

**ENVIROSTOR:**

Site Type: School Investigation  
Site Type Detailed: School  
Acres: 5.1  
NPL: NO  
Regulatory Agencies: SMBRP  
Lead Agency: SMBRP  
Program Manager: Not reported  
Supervisor: Shahir Haddad  
Division Branch: Southern California Schools & Brownfields Outreach  
Facility ID: 60000944  
Site Code: 404810  
Assembly: 61  
Senate: 31  
Special Program: Not reported  
Status: No Further Action  
Status Date: 11/06/2008  
Restricted Use: NO  
Site Mgmt. Req.: NONE SPECIFIED  
Funding: School District  
Latitude: 33.918  
Longitude: -117.2131  
APN: NONE SPECIFIED  
Past Use: AGRICULTURAL - ROW CROPS  
Potential COC: Chlordane, DDD, DDE, DDT, Endrin, Toxaphene  
Confirmed COC: Chlordane, DDD, DDE, DDT, Endrin, Toxaphene, 30004-NO, 30023-NO,  
30006-NO, 30007-NO, 30008-NO, 30010-NO  
Potential Description: SOIL  
Alias Name: Alternative High School  
Alias Type: Alternate Name  
Alias Name: 404810  
Alias Type: Project Code (Site Code)  
Alias Name: 60000944  
Alias Type: Envirostor ID Number

Completed Info:  
Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Environmental Oversight Agreement  
Completed Date: 08/18/2008  
Comments: Signed agreement sent (FedEx) to District.

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Cost Recovery Closeout Memo

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### ENVIROSTOR

**EDR ID:** S109149568      **DIST/DIR:** 0.738 SE      **ELEVATION:** 1576      **MAP ID:** 22

**NAME:** PROPOSED ALESSANDRO ADMINISTRATION BLDG. EXPANSION - EAST PORTION      09/05/2013  
**ADDRESS:** ALESSANDRO BOULEVARD/CHARA STREET      ID/Status: 60000944  
MORENO VALLEY, CA 92553      ID/Status: No Further Action  
RIVERSIDE  
**SOURCE:** CA Department of Toxic Substances Control

Completed Date: 11/13/2008  
Comments: Not reported

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Preliminary Endangerment Assessment Report  
Completed Date: 09/10/2008  
Comments: DTSC approved the PEA with a Further Action determination

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Supplemental Site Investigation Report  
Completed Date: 11/06/2008  
Comments: DTSC concurs with the SSI that No Further Action is required.

Future Area Name: Not reported  
Future Sub Area Name: Not reported  
Future Document Type: Not reported  
Future Due Date: Not reported  
Schedule Area Name: Not reported  
Schedule Sub Area Name: Not reported  
Schedule Document Type: Not reported  
Schedule Due Date: Not reported  
Schedule Revised Date: Not reported

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Database Descriptions

**NPL:** NPL National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices. NPL - National Priority List Proposed NPL - Proposed National Priority List Sites.

**NPL Delisted:** DELISTED NPL The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate. DELISTED NPL - National Priority List Deletions

**CERCLIS:** CERCLIS CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL. CERCLIS - Comprehensive Environmental Response, Compensation, and Liability Information System

**NFRAP:** CERCLIS-NFRAP Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site. CERCLIS-NFRAP - CERCLIS No Further Remedial Action Planned

**RCRA COR ACT:** CORRACTS CORRACTS identifies hazardous waste handlers with RCRA corrective action activity. CORRACTS - Corrective Action Report

**RCRA TSD:** RCRA-TSDF RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste. RCRA-TSDF - RCRA - Treatment, Storage and Disposal

**RCRA GEN:** RCRA-LQG RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month. RCRA-LQG - RCRA - Large Quantity Generators RCRA-SQG - RCRA - Small Quantity Generators. RCRA-CESQG - RCRA - Conditionally Exempt Small Quantity Generators.

**Federal IC / EC:** US ENG CONTROLS A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health. US ENG CONTROLS - Engineering Controls Sites List US INST CONTROL - Sites with Institutional Controls.

**ERNS:** ERNS Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances. ERNS - Emergency Response Notification System

## Database Descriptions

State/Tribal NPL: RESPONSE Identifies confirmed release sites where DTSC is involved in remediation, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk. RESPONSE - State Response Sites

State/Tribal CERCLIS: ENVIROSTOR The Department of Toxic Substances Control's (DTSC's) Site Mitigation and Brownfields Reuse Program's (SMBRP's) EnviroStor database identifies sites that have known contamination or sites for which there may be reasons to investigate further. The database includes the following site types: Federal Superfund sites (National Priorities List (NPL)); State Response, including Military Facilities and State Superfund; Voluntary Cleanup; and School sites. EnviroStor provides similar information to the information that was available in CalSites, and provides additional site information, including, but not limited to, identification of formerly-contaminated properties that have been released for reuse, properties where environmental deed restrictions have been recorded to prevent inappropriate land uses, and risk characterization information that is used to assess potential impacts to public health and the environment at contaminated sites. ENVIROSTOR - EnviroStor Database

State/Tribal SWL: SWF/LF (SWIS) Active, Closed and Inactive Landfills. SWF/LF records typically contain an inventory of solid waste disposal facilities or landfills. These may be active or inactive facilities or open dumps that failed to meet RCRA Section 4004 criteria for solid waste landfills or disposal sites. SWF/LF (SWIS) - Solid Waste Information System

State/Tribal LTANKS: LUST REG 8 ORANGE CO. LUST - List of Underground Storage Tank Cleanups. LUST REG 1 - Active Toxic Site Investigation. RIVERSIDE CO. LUST - Listing of Underground Tank Cleanup Sites. LUST - Geotracker's Leaking Underground Fuel Tank Report. LUST REG 7 - Leaking Underground Storage Tank Case Listing. LUST REG 3 - Leaking Underground Storage Tank Database. LUST REG 5 - Leaking Underground Storage Tank Database. SONOMA CO. LUST - Leaking Underground Storage Tank Sites. LUST REG 6V - Leaking Underground Storage Tank Case Listing. LUST REG 4 - Underground Storage Tank Leak List. LUST REG 9 - Leaking Underground Storage Tank Report. LUST REG 2 - Fuel Leak List. VENTURA CO. LUST - Listing of Underground Tank Cleanup Sites. LUST REG 6L - Leaking Underground Storage Tank Case Listing. SAN MATEO CO. LUST - Fuel Leak List. LUST SANTA CLARA - LOP Listing. SAN FRANCISCO CO. LUST - Local Oversight Facilities. SOLANO CO. LUST - Leaking Underground Storage Tanks. NAPA CO. LUST - Sites With Reported Contamination. Leaking Underground Storage Tank locations. Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz counties. NAPA CO. LUST - Leaking Underground Storage Tank Database SLIC - Statewide SLIC Cases. SLIC REG 1 - Active Toxic Site Investigations. SLIC REG 2 - Spills, Leaks, Investigation & Cleanup Cost Recovery Listing. SLIC REG 3 - Spills, Leaks, Investigation & Cleanup Cost Recovery Listing. SLIC REG 4 - Spills, Leaks, Investigation & Cleanup Cost Recovery Listing. SLIC REG 5 - Spills, Leaks, Investigation & Cleanup Cost Recovery Listing. SLIC REG 6V - Spills, Leaks, Investigation & Cleanup Cost Recovery Listing. SLIC REG 6L - SLIC Sites. SLIC REG 7 - SLIC List. SLIC REG 8 - Spills, Leaks, Investigation & Cleanup Cost Recovery Listing. Sacramento Co. CS - Toxic Site Clean-Up List. SLIC REG 9 - Spills, Leaks, Investigation & Cleanup Cost Recovery Listing. SAN DIEGO CO. SAM - Environmental Case Listing. INDIAN LUST R8 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R7 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R6 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R1 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R10 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R9 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R4 - Leaking Underground Storage Tanks on Indian Land.

State/Tribal Tanks: UST Active UST facilities gathered from the local regulatory agencies UST - Active UST Facilities AST - Aboveground Petroleum Storage Tank Facilities. INDIAN UST R8 - Underground Storage Tanks on Indian Land. INDIAN UST R6 - Underground Storage Tanks on Indian Land. INDIAN UST R5 - Underground Storage Tanks on Indian Land. INDIAN UST R4 - Underground Storage Tanks on Indian Land. INDIAN UST R9 - Underground Storage Tanks on Indian Land. INDIAN UST R7 - Underground Storage Tanks on Indian Land. INDIAN UST R10 - Underground Storage Tanks on Indian Land. INDIAN UST R1 - Underground Storage Tanks on Indian Land.

State/Tribal VCP: VCP Contains low threat level properties with either confirmed or unconfirmed releases and the project proponents have request that DTSC oversee investigation and/or cleanup activities and have agreed to provide coverage for DTSC's costs. VCP - Voluntary Cleanup Program Properties



## Database Descriptions

US Brownfields: US BROWNFIELDS Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs. US BROWNFIELDS - A Listing of Brownfields Sites

Other SWF: VENTURA CO. LF SAN DIEGO CO. LF - Solid Waste Facilities. CA LA LF - City of Los Angeles Landfills. LOS ANGELES CO. LF - List of Solid Waste Facilities. Ventura County Inventory of Closed, Illegal Abandoned, and Inactive Sites. LOS ANGELES CO. LF - Inventory of Illegal Abandoned and Inactive Sites WMUDS/SWAT - Waste Management Unit Database.

Other Haz Sites: US CDL A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments. US CDL - Clandestine Drug Labs SCH - School Property Evaluation Program. SAN DIEGO CO. HMMD - Hazardous Materials Management Division Database.

Other Tanks: CA FID UST The Facility Inventory Database (FID) contains a historical listing of active and inactive underground storage tank locations from the State Water Resource Control Board. Refer to local/county source for current data. CA FID UST - Facility Inventory Database ALAMEDA CO. UST - Underground Tanks. KERN CO. UST - Underground Storage Tank Sites & Tank Listing. MARIN CO. UST - Underground Storage Tank Sites. NAPA CO. UST - Closed and Operating Underground Storage Tank Sites. ORANGE CO. UST - List of Underground Storage Tank Facilities. RIVERSIDE CO. UST - Underground Storage Tank Tank List. SAN FRANCISCO CO. UST - Underground Storage Tank Information. SOLANO CO. UST - Underground Storage Tanks. SUTTER CO. UST - Underground Storage Tanks. VENTURA CO. UST - Underground Tank Closed Sites List. YOLO CO. UST - Underground Storage Tank Comprehensive Facility Report. EL SEGUNDO UST - City of El Segundo Underground Storage Tank. LONG BEACH UST - City of Long Beach Underground Storage Tank. UST SAN JOAQUIN - San Joaquin Co. UST. UST MENDOCINO - Mendocino County UST Database. TORRANCE UST - City of Torrance Underground Storage Tank. SWEEPS UST - SWEEPS UST Listing.

Local Land Records: DEED Site Mitigation and Brownfields Reuse Program Facility Sites with Deed Restrictions & Hazardous Waste Management Program Facility Sites with Deed / Land Use Restriction. The DTSC Site Mitigation and Brownfields Reuse Program (SMBRP) list includes sites cleaned up under the program's oversight and generally does not include current or former hazardous waste facilities that required a hazardous waste facility permit. The list represents deed restrictions that are active. Some sites have multiple deed restrictions. The DTSC Hazardous Waste Management Program (HWMP) has developed a list of current or former hazardous waste facilities that have a recorded land use restriction at the local county recorder's office. The land use restrictions on this list were required by the DTSC HWMP as a result of the presence of hazardous substances that remain on site after the facility (or part of the facility) has been closed or cleaned up. The types of land use restriction include deed notice, deed restriction, or a land use restriction that binds current and future owners. DEED - Deed Restriction Listing

Spills: HMIRS Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT. HMIRS - Hazardous Materials Information Reporting System CHMIRS - California Hazardous Material Incident Report System. Orange Co. Industrial Site - List of Industrial Site Cleanups. SPILLS 90 - SPILLS90 data from FirstSearch.

## Database Descriptions

Other: RCRA NonGen / NLR RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste. RCRA NonGen / NLR - RCRA - Non Generators TRIS - Toxic Chemical Release Inventory System. TSCA - Toxic Substances Control Act. FTTS - FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act). FTTS INSP - FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act). SSTS - Section 7 Tracking Systems. ICIS - Integrated Compliance Information System. PADS - PCB Activity Database System. MLTS - Material Licensing Tracking System. RADINFO - Radiation Information Database. FINDS - Facility Index System/Facility Registry System. RAATS - RCRA Administrative Action Tracking System. BRS - Biennial Reporting System. CORTESE - "Cortese" Hazardous Waste & Substances Sites List. CUPA - CUPA Resources List. CUPA IMPERIAL - CUPA Facility List. CUPA MONO - CUPA Facility List. CUPA SANTA BARBARA - CUPA Facility Listing. CUPA MONTEREY - CUPA Facility Listing. CUPA SANTA CRUZ - CUPA Facility List. CUPA MERCED - CUPA Facility List. CUPA SAN LUIS OBISPO - CUPA Facility List. CUPA SHASTA - CUPA Facility List. CUPA HUMBOLDT - CUPA Facility List. CUPA INYO - CUPA Facility List. CUPA FRESNO - CUPA Resources List. CUPA DEL NORTE - CUPA Facility List. CUPA SONOMA - Cupa Facility List. CUPA TUOLUMNE - CUPA Facility List. CUPA LAKE - CUPA Facility List. CUPA SANTA CLARA - Cupa Facility List. CUPA CALVERAS - CUPA Facility Listing. CUPA AMADOR - CUPA Facility List. CUPA KINGS - CUPA Facility List. CUPA MADERA - CUPA Facility List. CUPA NEVADA - CUPA Facility List. CUPA BUTTE - CUPA Facility Listing. CUPA COLUSA - CUPA Facility List. CUPA YUBA - CUPA Facility List. CUPA EL DORADO - CUPA Facility List. LA Co. Site Mitigation - Site Mitigation List. Sacramento Co. ML - Master Hazardous Materials Facility List. San Bern. Co. Permit - Hazardous Material Permits. HAZNET - Facility and Manifest Data. INDIAN RESERV - Indian Reservations. FEDLAND - Federal and Indian Lands. WDS - Waste Discharge System. US AIRS (AFS) - Aerometric Information Retrieval System Facility Subsystem (AFS). US AIRS MINOR - Air Facility System Data. PRP - Potentially Responsible Parties.

### Database Sources

NPL: EPA	Updated Quarterly
NPL Delisted: EPA	Updated Quarterly
CERCLIS: EPA	Updated Quarterly
NFRAP: EPA	Updated Quarterly
RCRA COR ACT: EPA	Updated Quarterly
RCRA TSD: Environmental Protection Agency	Updated Quarterly
RCRA GEN: Environmental Protection Agency	Updated Quarterly
Federal IC / EC: Environmental Protection Agency	Varies
ERNS: National Response Center, United States Coast Guard	Updated Annually
State/Tribal NPL: Department of Toxic Substances Control	Updated Quarterly
State/Tribal CERCLIS: Department of Toxic Substances Control	Updated Quarterly
State/Tribal SWL: Department of Resources Recycling and Recovery	Updated Quarterly
State/Tribal LTANKS: California Regional Water Quality Control Board Victorville Branch Office (6)	No Update Planned

**Database Sources**

State/Tribal Tanks: SWRCB

Updated Semi-Annually

State/Tribal VCP: Department of Toxic Substances Control

Updated Quarterly

US Brownfields: Environmental Protection Agency

Updated Semi-Annually

Other SWF: Environmental Health Division

Updated Annually

Other Haz Sites: Drug Enforcement Administration

Updated Quarterly

Other Tanks: California Environmental Protection Agency

No Update Planned

Local Land Records: Department of Toxic Substances Control

Updated Semi-Annually

Spills: U.S. Department of Transportation

Updated Annually

Other: Environmental Protection Agency

Varies

### Street Name Report for Streets near the Target Property

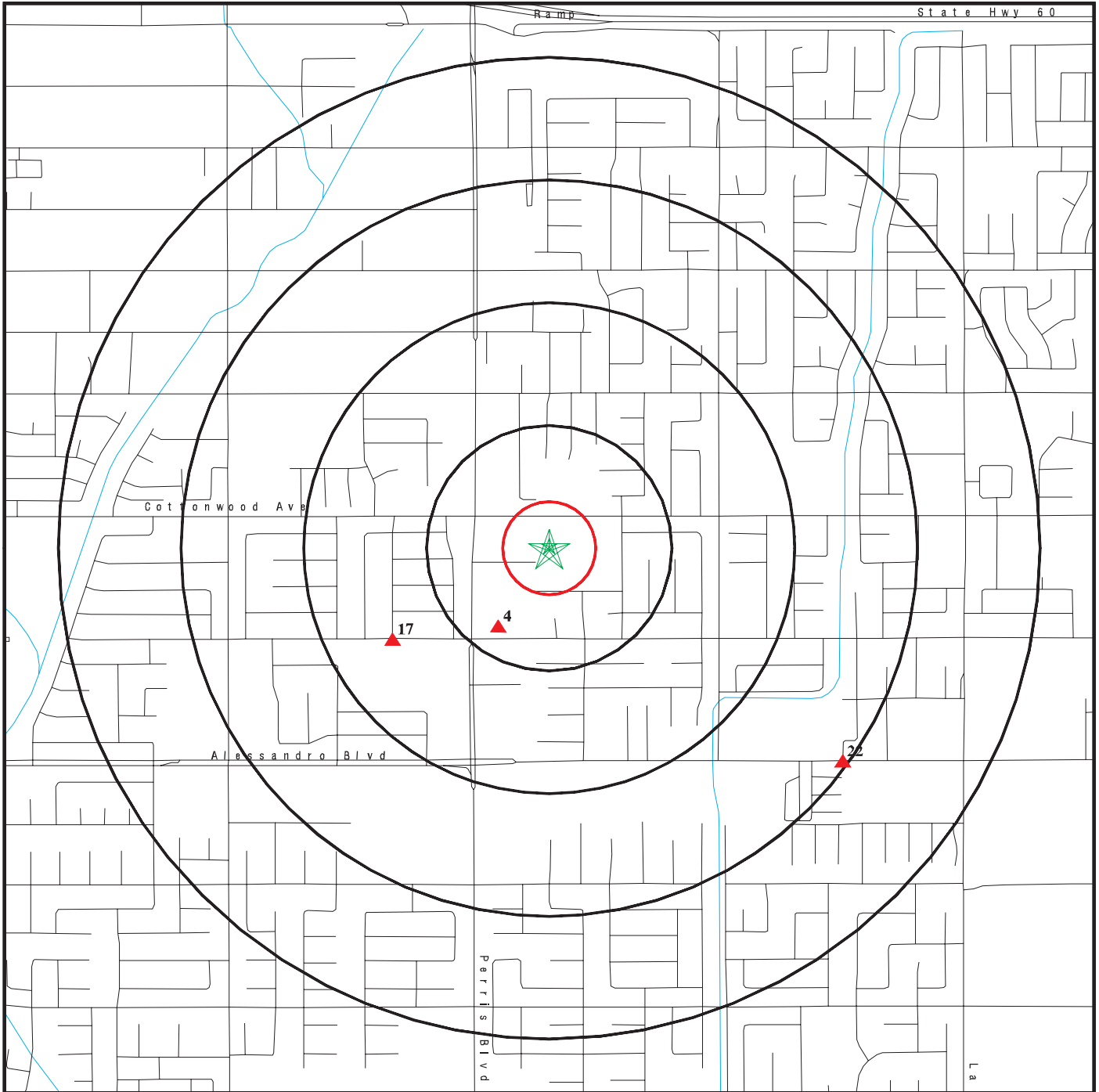
Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

Street Name	Dist/Dir	Street Name	Dist/Dir
Basswood St	0.23 WSW		
Bay Ave	0.18 South		
Bayleaf St	0.20 West		
Ben Cliff Dr	0.18 North		
Birchwood Dr	0.12 NNW		
Black Elm Ct	0.20 East		
Bower St	0.21 West		
Branch St	0.21 WSW		
Cottonwood Ave	0.06 North		
Crape Myrtle Dr	0.15 East		
Deer Hill Pl	0.14 South		
Drake Dr	0.19 NNE		
Flaming Arrow Dr	0.11 SE		
Kyle Dr	0.22 ENE		
Michele Ln	0.17 NE		
Patricia Ln	0.23 NNE		
Perris Blvd	0.16 West		
Persimmon Rd	0.20 West		
Red Mahogany Dr	0.15 ENE		
Saint Christopher Ln	0.04 SW		
Sugar Hill Rd	0.24 South		
Sweetgrass Dr	0.09 South		
Tacoma Dr	0.18 NNE		
Watson Way	0.10 NNW		
White Birch Ln	0.18 SE		

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

25165 COTTONWOOD AVENUE MORENO VALLEY, CA 92553

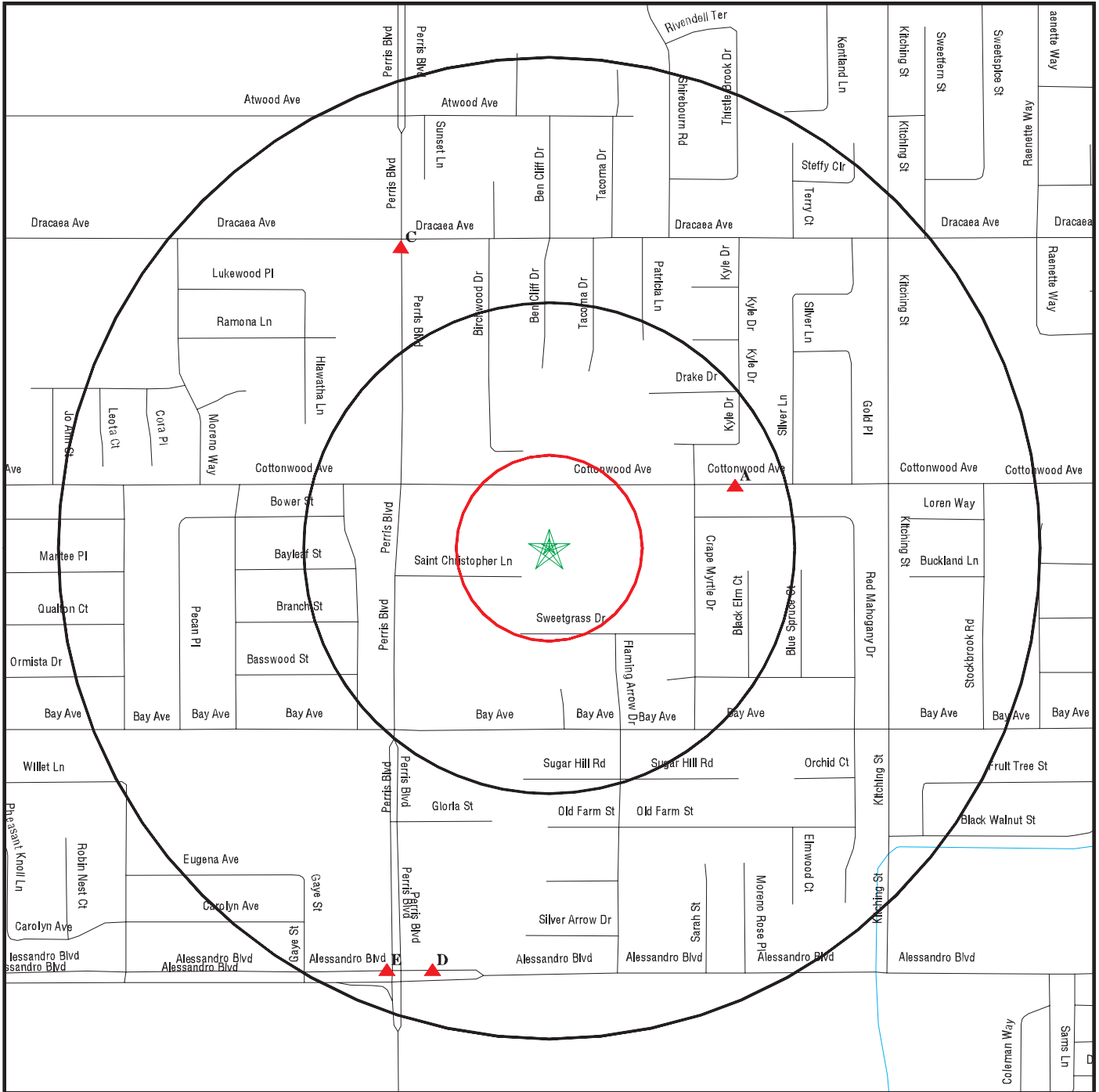


Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 33.9236 Longitude: 117.2236)
- ▲ Identified Sites
- ▨ Indian Reservations BIA
- ▨ National Priority List Sites

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

25165 COTTONWOOD AVENUE MORENO VALLEY, CA 92553



**Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius**

- ★ Target Property (Latitude: 33.9236 Longitude: 117.2236)
- ▲ Identified Sites
- ▨ Indian Reservations BIA
- ▩ National Priority List Sites

**Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL**

# Environmental FirstSearch

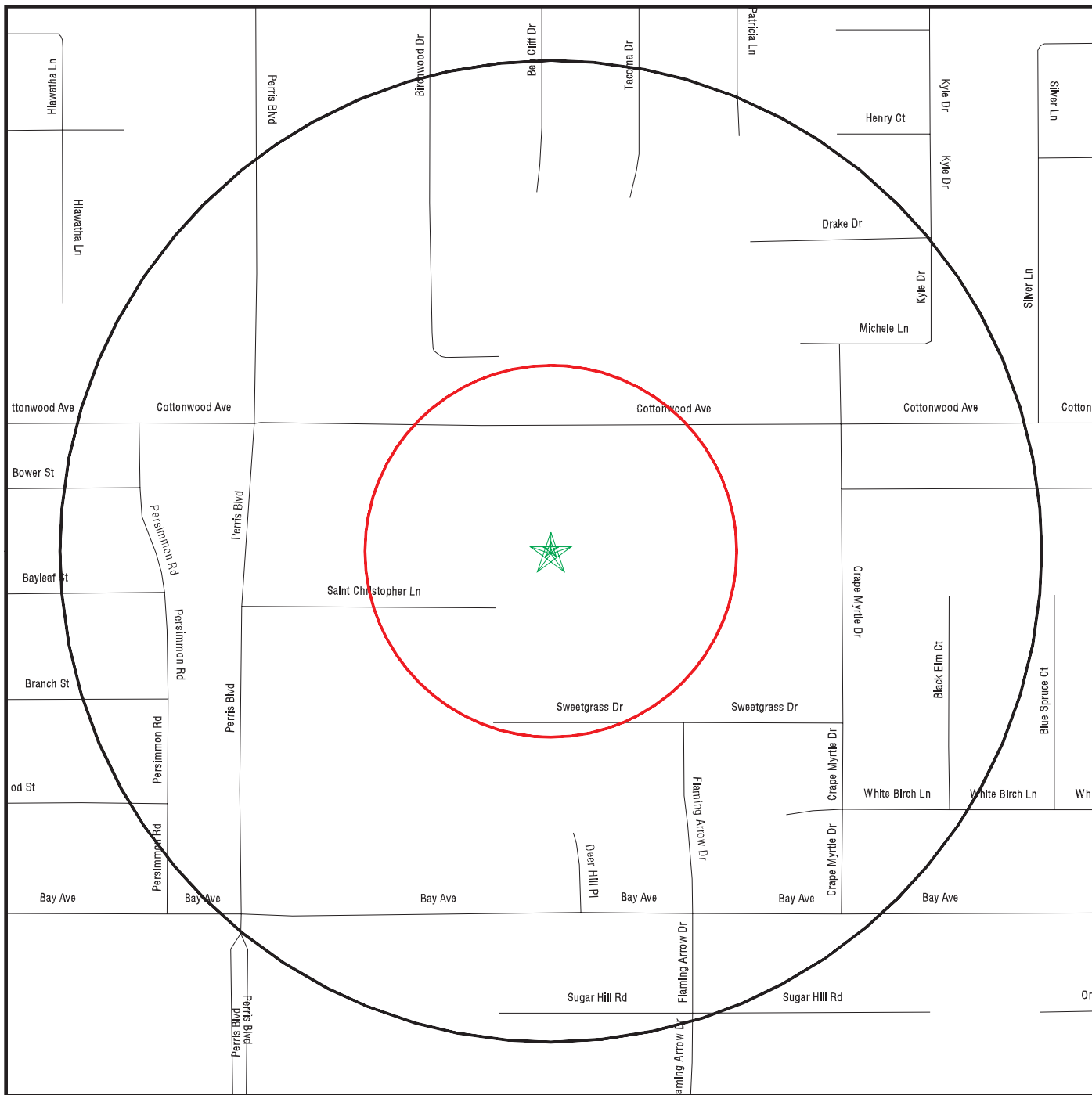
0.25 Mile Radius

ASTM MAP: RCRAGEN, ERNS, UST, FED IC/EC, METH LABS



E.1.h

25165 COTTONWOOD AVENUE MORENO VALLEY, CA 92553



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 33.9236 Longitude: 117.2236)
- ▲ Identified Sites
- ▨ Indian Reservations BIA
- ▨ National Priority List Sites

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



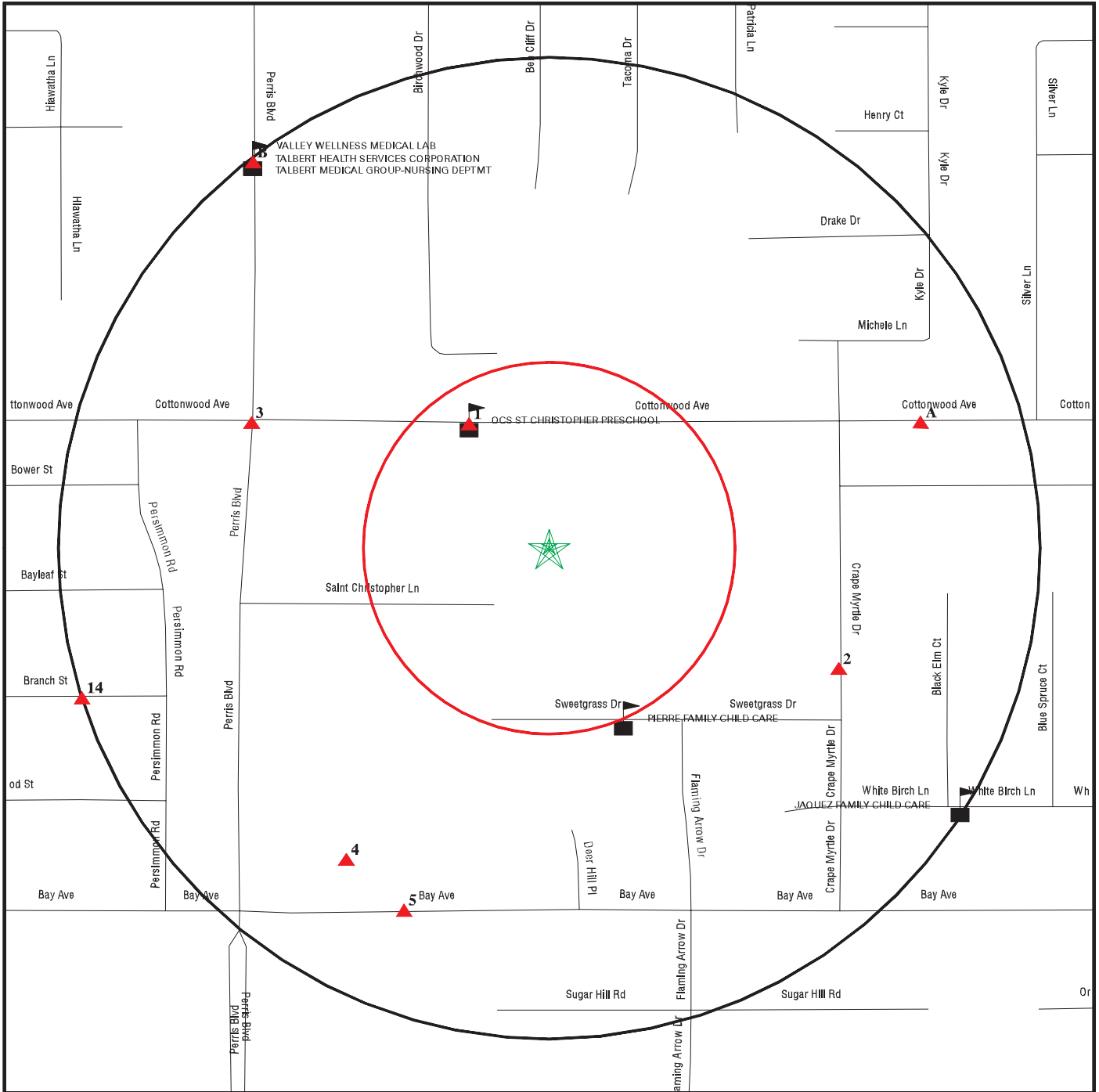
# Environmental FirstSearch

0.25 Mile Radius  
Non ASTM Map, Spills, FINDS



E.1.h

25165 COTTONWOOD AVENUE MORENO VALLEY, CA 92553



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 33.9236 Longitude: 117.2236)
- ▲ Identified Sites
- Sensitive Receptors
- ▨ National Priority List Sites
- ▨ Indian Reservations BIA

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

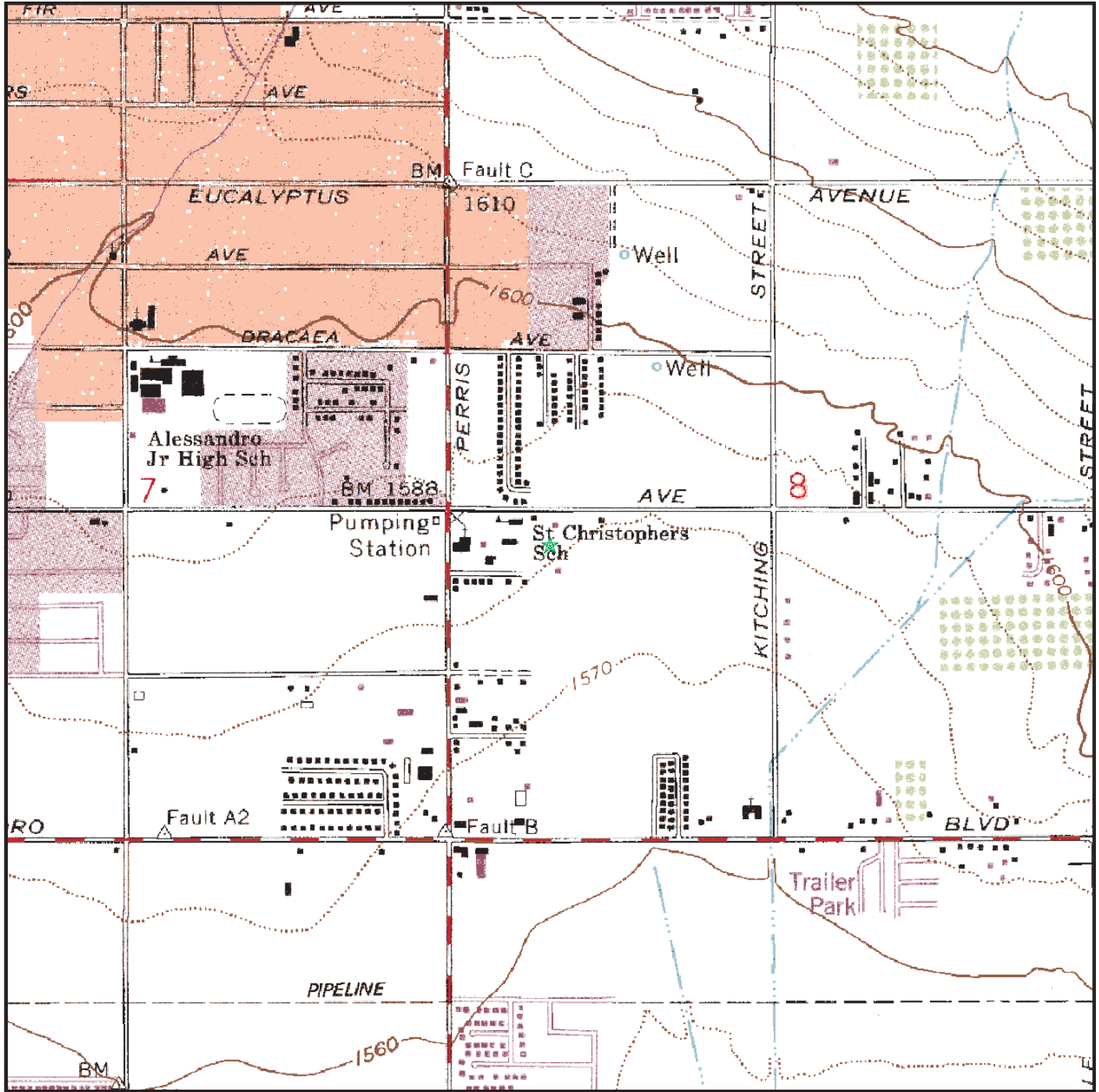
# Site location Map

Topo: 0.75 Mile Radius

E.1.h



25165 COTTONWOOD AVENUE MORENO VALLEY, CA 92553



Map Image Position: TP  
Map Reference Code & Name: 33117-H2 Sunnymead  
Map State(s): CA  
Modified Date: 1980

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

**APPENDIX E  
USER PROVIDED INFORMATION**

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



**ASTM E1597-05  
USER SPECIFIC QUESTIONNAIRE**

**Project Number / Name:** EEI Job No. SBD-71769.1/ APN 479-200-003

**Project Address:** 25165 Cottonwood Avenue, Moreno Valley, Riverside County, CA 92553

Per the ASTM E1527 05 Standard, the *user* (i.e., the entity that orders the Phase I ESA) is required to provide the following information (if available). Your answers will be incorporated into the final Phase I BSA under the section "User-supplied Information." These questions have been incorporated into the new standard in order to ascertain the User's level of knowledge concerning any known environmental concerns or problems. Please complete these questions to the best of your knowledge and return to EEI as soon as possible.

**(1.) Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25).**

Are you aware of any environmental cleanup liens against the *property* that are filed or recorded under federal, tribal, state or local law? (A copy of a recent Title Search may assist in this determination).

No

**(2.) Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).**

Are you aware of any Activity and/or Land Use Limitations (AUL's), such as *engineering controls*, land use restrictions or *institutional controls* that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law? (A copy of a recent Title Search may assist in this determination).

No

**(3.) Specialized knowledge or experience of the person seeking to qualify for the Landowner Liability Protections (LLP - 40 CFR 312.28).**

As the *user* of this *ESA* do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or an adjoining *property* so that you would have specialized knowledge of the chemicals and processes used by this type of business? (self-explanatory)

The property was used commercially as an Auto Repair and Gas Station

**(4.) Relationship of the purchase price to the fair market value of the *property* if it were not contaminated (40 CFR 312.29).**

Does the purchase price being paid for this *property* reasonably reflect the fair market value of the *property*? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *property*?

ASTM 1597-05 User Specific Questionnaire  
Roman Catholic Bishop of San Bernardino, San Bernardino, CA

EEI Project No. SBD-71769.1  
October 2013

**(5.) Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).**  
Are you aware of commonly known or *reasonably ascertainable* information about the *property* that would help the *environmental professional* to identify conditions indicative of releases or threatened releases? For example, as *user*:

(a.) Do you know the past uses of the *property*?  
**Auto Repair and Gas Station**

(b.) Do you know of specific chemicals that are present or once were present at the *property*?  
**Gas and Diesel Fuel and probably auto grease**

(c.) Do you know of spills or other chemical releases that have taken place at the *property*?  
**No**

(d.) Do you know of any environmental cleanups that have taken place at the *property*?  
**No**

**(6.) The degree of obviousness of the presence or likely presence of contamination at the *property*, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).**  
As the *user* of this *ESA*, based on your knowledge and experience related to the *property* are there any *obvious* indicators that point to the presence or likely presence of contamination at the *property*?  
**No**

In addition, certain information should be collected, if available, and provided to the *environmental professional* selected to conduct the Phase I. This information is intended to assist the *environmental professional* but is not necessarily required to qualify for one of the *LLPs*. The information includes:

(a) the reason why the Phase I is required,  
**To make sure that the property is Clean**

(b) the type of *property* and type of *property* transaction, for example, sale, purchase, exchange, etc.,  
**For development and waste water retention.**

(c) the complete and correct address for the *property* (a map or other documentation showing *property* location and boundaries is helpful),  
**25165 Cottonwood Ave., Moreno Valley, CA 92553**

(d) the scope of services desired for the Phase I (including whether any parties to the *property* transaction may have a required standard scope of services on whether any considerations beyond the requirements of Practice 1527 are to be considered),

(e) identification of all parties who will rely on the Phase I *report*,  
**The City of Moreno Valley, the Diocese of San Bernardino, and the neighbors of this property**

(f) identification of the site contact and how the contact can be reached,  
**Linus Santiago---(Hm) (951)242-7013: Cell (951) 897-2010**  
**Mar M. Arzu---(Hm) (951)242-1002: Cell (951) 295-5740**

ASTM 1597-05 User Specific Questionnaire  
Roman Catholic Bishop of San Bernardino, San Bernardino, CA

EEl Project No. SBD-71769.1  
October 2013

(g) any special terms and conditions which must be agreed upon by the *environmental professional*, and

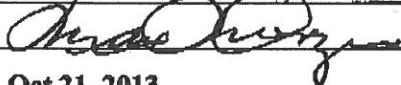
(h) any other knowledge or experience with the *property* that may be pertinent to the *environmental professional* (for example, copies of any available prior *environmental site assessment reports*, documents, correspondence, etc., concerning the *property* and its environmental condition).

No

**Preparer:**

**Name:** Max M. Arzu

**Address:** 24373 Bairbdale Drive, Moreno Valley, Ca 92553

**Signature:** 

**Date:** Oct 21, 2013

Phase I ESA – Roman Catholic Bishop of San Bernardino  
25165 Cottonwood Avenue, Moreno Valley, Riverside County, CA

November 11, 2013  
EEI Project No.: SBD-71769.1

**APPENDIX F  
PHOTOGRAPHIC LOG**

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



**Photograph 1:** Southeast view of single-family residence situated on the northern portion of the subject property.



**Photograph 2:** North view of the rear (south) portion of the single-family residence located on the northern portion of the subject property.

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL





**Photograph 3:** Southerly view of the central portion of the subject property taken from the southwest corner of the existing residence.



**Photograph 4:** Northerly view of storage area on the front (west) portion of the garage situated in the southern portion of the subject property. Former USTs area visible in foreground.



**Photograph 5:** Southerly view of storage areas along the front (west) and rear (south) portions of the garage in the southern area of the property.



**Photograph 6:** East view of storage/carport area on the south side of the garage located in the southern portion of the property.

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**Photograph 7:** Easterly view of storage area along the southern fenced area of the garage located in the southern portion of the subject property.



**Photograph 8:** South view of surface conditions along the southeastern corner of the property, directly south of the garage.



**Photograph 9:** Easterly view of the storage garage area in the southern portion of the site, taken from the parcel to the west. Orange tower is offsite.



**Photograph 10:** South view of property entrance off Cottonwood Avenue (left photograph), and adjacent parcels to the west.



February 17, 2014

Ms. Yvonne Reyes  
 Environmental Health Specialist IV  
 Environmental Cleanup Programs  
 Riverside County Department of Environmental Health  
 3880 Lemon Street, Suite 200  
 Riverside, California 92501

**Subject: Results of Former Underground Storage Tanks (USTs) Investigation  
 Commercial Property  
 APN 479-200-003  
 25165 Cottonwood Avenue  
 Moreno Valley, California 92553  
 EEI Project No.: SBD-71769.2**

Dear Ms. Reyes:

EEI has prepared the following *Results of Former Underground Storage Tanks (USTs) Investigation* for the above referenced subject property (**Figure 1**). This report summarizes the results of a geophysical survey, soil vapor sampling, and soil matrix sampling conducted on-site and in accordance with the Riverside County Department of Environmental Health (DEH) approval letter, dated January 16, 2014. A copy of the letter is provided in **Appendix A**.

#### **GENERAL SITE INFORMATION**

**Site Location:** Commercial Property  
 Former Underground Storage Tanks (USTs)  
 APN 479-200-003  
 25165 Cottonwood Avenue  
 Moreno Valley, California 92553

**Responsible Party:** Roman Catholic Bishop of San Bernardino  
 1201 E. Highland Avenue  
 San Bernardino, California 92404  
 Attention: David Meier  
 (951) 522-3036  
[dmeier@sbdioocese.org](mailto:dmeier@sbdioocese.org)

**Results of former USTs Investigation  
San Bernardino Diocese - Moreno Valley, California**

**February 17, 2014  
EEI Project No.: SBD-71769.2**

**Consultant:** EEI  
2195 Faraday Avenue, Suite K  
Carlsbad, California 92008

## **BACKGROUND**

The subject property is located approximately 0.12-miles west of the intersection of Cottonwood Avenue and Crape Myrtle Drive, in the City of Moreno Valley, Riverside County, California (**Figure 2**). The subject property address is 25165 Cottonwood Avenue. The Assessor's Parcel Number (APN) is 479-200-003.

The subject property is a rectangular lot, with dimensions of approximately 625-feet by 125-feet, and is comprised of a central open area and three structures including a one-story single family residence with detached garage, swimming pool, spa, and concrete patio on the northern portion, and a one-story garage-type structure surrounded by metal storage sheds, a metal cargo container, and fencing on the southern portion. The garage building is currently being utilized for storage and a meeting hall.

EEI completed a Phase I Environmental Site Assessment (ESA), dated November 11, 2013 on the subject property. According to the Roman Catholic Bishop of San Bernardino, the proposed future use of the subject property is for a water retention basin and parking (southern portion) and potential office buildings (northern portion). Information provided by representatives of the Roman Catholic Bishop of San Bernardino, two underground storage tanks (USTs), located west of the one-story garage building were removed from the subject property in approximately 2011. No records indicating the tanks installation date, characteristics, or removal were on file with any of the regulatory agencies contacted by EEI including the Moreno Valley Fire Department, County of Riverside Department of Environmental Health, or the Santa Ana Regional Water Quality Control Board (SARWQB).

## **OBJECTIVE**

The objective of our investigation was to identify any additional USTs, buried piping/debris, or utilities using geophysical survey equipment, and conduct an initial round of soil vapor sampling in the area of the former USTs, as well as select locations surrounding the garage building, and any potential environmental concerns identified by the geophysical survey. Furthermore, at the request of the DEH, soil sampling was conducted in the area of the former UST pit. The intent of this initial investigation was to provide preliminary and baseline information that can be used for future investigation activities, if needed.

## **TOPOGRAPHY**

The subject property is located on the United States Geological Survey (USGS) 7.5 Minute, Sunnymead Quadrangle map (USGS, 1980). The map indicates the elevation of the subject property ranges from approximately 1,580 feet above mean sea level (amsl) at the southern margin and rises in elevation to approximately 1,588 feet amsl at the northern margin of the property. The property consists of land which gently slopes in a southeasterly direction.

## **REGIONAL AND LOCAL GEOLOGY**

The subject property and vicinity are situated in the central part of the Peninsular Ranges geomorphic province, southwest of Perris Valley and south of Lake Mathews. The subject property lies east of the Cleveland National Forest and the Elsinore Mountains, in the foothills west of the Elsinore Trough and Lake Elsinore. This portion of the Peninsular Ranges contains the San Jacinto Valley, which lies parallel to the San Jacinto Fault zone trending northwesterly along the base of the San Jacinto Mountains. The subject property lies near the foothills northwest of Lake Elsinore, within the Perris Block (CGS, 2002). The subject property is underlain by Quaternary-age unconsolidated stream, river channel, and alluvial fan deposits (CDMG, 1966).

Structural deformation in the site vicinity is related to the Elsinore Fault zone, a major northwest-southwest trending strike-slip fault zone which runs through the immediate site vicinity (Jennings, 1994, CDMG, 2000). Motion along the Elsinore Fault zone is primarily right-lateral, with a minor right-reverse component. The Elsinore Fault zone is considered active, with major ruptures occurring approximately every 100 to 300 years, at magnitudes of 6.8 (CDMG, 1998).

Soil in the vicinity of the site has been identified by the United States Department of Agriculture - Natural Resource Conservation Service, online Web Soil Survey database as fine sandy loam of the Pachappa Soil Series at 2 to 8 percent slopes, (USDA, 2013). The Pachappa series consists of well drained (minimal) Noncalic Brown soils developed from moderately coarse textured alluvium. They occur on gently sloping alluvial fans and flood plains under annual grass-herb vegetation. Pachappa soils have very slow runoff, and moderate permeability. In places the soil is subject to occasional overflow and high water table. The soils appear to have developed under conditions of occasional high water table.

## **REGIONAL AND LOCAL HYDROGEOLOGY**

According to the Santa Ana Regional Water Quality Control Board –Region (8) (SARWQCB, 1995), the subject property is located within the Perris Valley Hydrologic Subarea of the Perris Hydrologic Area of the San Jacinto Valley Hydrologic Unit (802.11). In general, groundwater in this basin has been designated as beneficial for domestic/municipal, industrial, processing and agricultural uses.

The California Department of Water Resources Water Data Library (WDL) website does not indicate the presence of any wells in the immediate site vicinity (Township 03 South, Range 03 West, and Section 8).

## **FIELD ACTIVITIES**

Prior to field activities, EEI staff coordinated site access with the current property and mobilized to the site for boring and utility mark-out. As required by California law, Underground Service Alert (USA) was contacted a minimum of 48-hours prior to drilling activities.

### **Geophysical Survey**

On January 28, 2014, EEI mobilized to the subject property to oversee a geophysical survey performed by SubSurface Survey, Inc. The purpose of our geophysical survey was to confirm the location of the former USTs pit and evaluate the perimeter of the on-site building for the presence of piping related to the former tanks, as well as any potential additional USTs (e.g., waste oil tank). The geophysical survey was also used to locate and identify any underground utilities that may exist in the vicinity of EEI's proposed boring locations. **Figure 2** illustrates the area of the proposed geophysical survey.

A combination of a Geonics EM-61 metal detector, a Geometrics 856 Memory Magnetometer, Metrotech utility line tracer, Schonstedt magnetic gradiometer, and a Sensors and Software ground penetrating radar (GPR) was be used during the survey.

The results of the survey did not reveal evidence of the presence of live utility lines in close proximity to the sample locations. The backfilled excavation associated with the former USTs was identified adjacent to the existing one-story building. No additional USTs, backfilled excavations, or suspect anomalies were identified in the area surveyed. A copy of the complete geophysical survey report, prepared by SubSurface Surveys is provided as an **Appendix B**.

### **Soil Vapor Sampling**

On January 28, 2014, EEI supervised the installation and sampling of eight soil vapor probes (SV-1 through SV-8) beneath the subject property to a depth of five feet below ground surface (bgs). A truck-mounted Geoprobe™ Direct Push drill rig was used to install the soil vapor probes. **Figure 2** illustrates soil vapor probe locations.

After advancing the boring to five feet bgs, small diameter (1/4-inch diameter) Nylaflo™ tubing was fitted with a sample tip (to assist in recovering a representative soil gas sample), and placed down the boring. A one-foot sand pack, consisting of #3 sand was placed into the borehole, followed by hydrated bentonite chips to the surface. Probe surface completion consisted of a two-way gas tight sample valve.

The vapor probes were then left in the ground for a minimum of 30 minutes to allow for subsurface conditions to equilibrate. Prior to sample collection, the sample tubing was purged of a minimum of three volumes of ambient air using an electric pump. Soil gas samples were collected after purging and equilibration by A&R Laboratories, which then proceeded to analyze the samples utilizing an on-site mobile laboratory, and under chain-of-custody (COC) documentation. Upon completion of soil gas sampling, the vapor probe tubing was removed, and all boring locations were backfilled with hydrated bentonite chips and a dirt surface cap.

Note: soil gas probe installation generally followed the Department of Toxic Substances Control (DTSC)/California Regional Water Quality Control Board - Los Angeles Region “Advisory - Active Soil Gas Investigations” guidance, dated April 2012.

### **Soil Sampling**

At the request of the DEH, a single soil boring, identified as B-1 was advanced in the area of the former UST pit. **Figure 2** illustrates the location of boring B-1. The purpose of the soil sampling was to evaluate the potential presence of petroleum hydrocarbon and/or Volatile Organic Compound (VOC) contaminants. Soil boring B-1 was advanced to a maximum depth of 28 feet bgs, at which point drilling refusal was encountered. Soil samples were collected at depths of 10, 20, and 28 feet bgs and submitted for laboratory analytical testing.

Soil samples were collected in driller provided acetate liners. After the sample was collected, a portion of the liner was sealed with Teflon™ tape and rubberized caps, and labeled with a number unique to the sample. The samples were then placed in the on-site mobile laboratory, under COC documentation, and transported back to A&R Laboratories for fixed-based analysis. A total of three soil samples were collected and submitted for laboratory analysis.

Soils encountered during this investigation consisted of silty, clayey sand and sandy silts. No free or perched water was observed during drilling. No physical evidence of contamination (i.e., visible staining or a noticeable odor) was observed in any of the samples.



## LABORATORY ANALYTICAL RESULTS

The following section discusses laboratory analytical results for soil vapor and soil matrix samples collected during this investigation. The attached **Tables** summarize the results, while complete laboratory analytical reports with COC documentation are included in **Appendix C**.

### Soil Vapor Samples

All eight soil vapor samples were analyzed for Volatile Organic Compounds (VOCs) and Total Petroleum Hydrocarbons as Gasoline (TPH-g) by EPA Test Method 8260B. One duplicate sample was also collected at location SV-4 and analyzed for laboratory quality assurance. The attached **Table 1** summarizes soil vapor laboratory analytical results. Complete laboratory reports and COC documentation are provided in **Appendix B**. The following bulleted items summarize the results of laboratory analytical testing:

- TPH-g was detected in all soil vapor samples, except for SV-2, SV-5 and SV-6. TPH-g concentrations ranged from 5,000 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ) (SV-8) to 120,000  $\mu\text{g}/\text{m}^3$  (SV-1). No other soil vapor samples detected TPH-g above the laboratory reporting limit (i.e., “non-detect”).
- Toluene was detected in soil vapor sample SV-1 at 310  $\mu\text{g}/\text{m}^3$ , SV-4 at 55  $\mu\text{g}/\text{m}^3$ , and SV-4 DUP at 63  $\mu\text{g}/\text{m}^3$ . No other samples detected toluene above the laboratory reporting limit (i.e., “non-detect”).
- Ethylbenzene was detected in soil vapor sample SV-1 at 170  $\mu\text{g}/\text{m}^3$ , SV-4 at 56  $\mu\text{g}/\text{m}^3$ , and SV-4 DUP at 89  $\mu\text{g}/\text{m}^3$ . No other samples detected ethylbenzene above the laboratory reporting limit (i.e., “non-detect”).
- Xylenes were detected in soil vapor sample SV-1 at 700  $\mu\text{g}/\text{m}^3$ , SV-4 at 244  $\mu\text{g}/\text{m}^3$ , SV-4 DUP at 430  $\mu\text{g}/\text{m}^3$ , SV-5 at 140  $\mu\text{g}/\text{m}^3$ , and SV-8 at 150  $\mu\text{g}/\text{m}^3$ . No other samples detected xylenes above the laboratory reporting limit (i.e., “non-detect”).
- No other VOCs were detected above the laboratory reporting limit (i.e., “non-detect”) in any of the samples analyzed.

### Soil Samples

All three soil samples were analyzed for VOCs by EPA Test Method 8260B, TPH (C4-C12) by EPA Test Method 5035/California LUFT, and TPH (C13-C22 and C23-C40) by EPA Test Method 8015B. The attached **Table 2** summarizes soil sample laboratory analytical results. Complete laboratory reports and COC documentation are provided in **Appendix B**. The following bulleted items summarize the results of laboratory analytical testing:

- No concentrations of VOCs or TPH (C4-C12, C13-C22 and C23-C40) was detected above the laboratory reporting limit (i.e., “non-detect”) in any of the soil samples analyzed.

## **FINDINGS**

Geophysical surveying was conducted throughout the subject property. The results of the survey did not reveal evidence of the presence of live utility lines in close proximity to the sample locations. The backfilled excavation associated with the former USTs was identified adjacent to the existing one-story building. No additional USTs, backfilled excavations, or suspect anomalies were identified in the area surveyed.

EEI performed a subsurface investigation at the subject property, which included the collecting and analyzing of 8 soil vapor samples at a depth of 5 feet bgs, and 3 soil matrix samples at depths of 10, 20, and 28 feet bgs. No detectable concentrations of VOCs or TPH (C4-C12, C13-C22 and C23-C40) was detected above the laboratory reporting limit (i.e., “non-detect”) in any of the soil samples analyzed.

Reported soil gas concentrations were compared to California Human Health Screening Levels (CHHSLs) for Shallow Soil Gas – Commercial Land Use Only values (Cal-EPA, 2005). The CHHSLs are concentrations of 18 hazardous chemicals that are used to estimate and compare reported concentrations in soil gas to risk to human health. Where CHHSL values were not available, California Regional Water Quality Control Board – San Francisco Bay Region, Environmental Screening Levels (ESLs) for Shallow Soil Gas (Commercial Land Use) were used (CRWQCB, 2013). The ESLs are concentrations of chemicals of concern commonly found during soil and groundwater investigations, which can be used to estimate and compare reported concentrations to risk to human health and the environment.

The maximum detectable concentration of TPH-g ( $120,000 \mu\text{g}/\text{m}^3$ ), Toluene ( $310 \mu\text{g}/\text{m}^3$ ), Ethylbenzene ( $370 \mu\text{g}/\text{m}^3$ ), Xylenes ( $700 \mu\text{g}/\text{m}^3$ ) are less than the commercial CHHSL/ESL screening levels of  $2,500,000 \mu\text{g}/\text{m}^3$  (TPH-g),  $378,000 \mu\text{g}/\text{m}^3$  (Toluene),  $3,600 \mu\text{g}/\text{m}^3$  (Ethylbenzene), and  $879,000 \mu\text{g}/\text{m}^3$  (Xylenes). No chemicals of potential concern detected in soil vapor exceeded the commercial CHHSL/ESL values.

## **CONCLUSIONS and RECOMMENDATIONS**

Based on the information in this report, EEI provides the following conclusions and recommendations:

- According to representatives of the Roman Catholic Bishop of San Bernardino, the proposed future use of the subject property is for a water retention basin and parking (southern portion) and potential office buildings (northern portion).
- EEI conducted a geophysical survey to evaluate subsurface conditions for evidence of additional USTs, backfilled excavations, and underground utilities. No evidence of USTs or backfilled excavations or live utilities in close proximity to our borings was identified during the geophysical survey conducted as part of this investigation.
- No detectable TPH or VOC concentrations other than TPH-g, toluene, ethylbenzene, and xylenes were reported in any of the samples analyzed in the area investigated on the subject property. The residual VOC reported in soil vapor was likely the result of a limited surface spill and does not appear to represent a significant release requiring mitigation. All detectable concentrations of chemicals of concern are less than applicable commercial screening levels. If discolored or odorous soil is encountered during future grading activities, EEI recommends that a qualified environmental professional be contacted and the material evaluate for potential chemicals of concern.

- EEI, on behalf of the Roman Catholic Bishop of San Bernardino recommends the DEH consider the site for regulatory closure.

## LIMITATIONS

Findings provided herein have been derived in accordance with current standards of practice, and no warranty is expressed or implied. Standards of practice are subject to change with time. This report has been prepared for the sole use of Roman Catholic Bishop of San Bernardino (Client), dated February 17, 2014, within a reasonable time from its authorization. Site conditions, land use (both onsite and offsite), or other factors may change as a result of manmade influences, and additional work may be required with the passage of time.

This evaluation should not be relied upon by other parties without the express written consent of EEI or the Client; therefore, any use or reliance upon this environmental evaluation by a party other than the Client, shall be solely at the risk of such third party and without legal recourse against EEI, its employees, officers, or directors, regardless of whether the action in which recovery of damages is brought or based upon contract, tort, statute, or otherwise. The Client has the responsibility to see that all parties to the project, including the designer, contractor, subcontractor, and building official, etc. are aware of this report in its complete form. This report contains information which may be used in the preparation of contract specifications; however, the report is not designed as a specification document, and may not contain sufficient information for use without additional assessment. EEI assumes no responsibility or liability for work or testing performed by others. In addition, this report may be subject to review by the controlling authorities.

If you have any questions or comments, please contact me at (760) 431-3747.

Sincerely,

**EEI**

Prepared and Edited By:

Brian R. Brennan  
Senior Project Manager

Under the Direction of:

Bernard A. Sentianin, PG  
Principal Geologist



**Results of former USTs Investigation  
San Bernardino Diocese - Moreno Valley, California**

February 17, 2014  
EEI Project No.: SBD-71769.2

**FIGURES:**

Figure 1 – Site Location Map

Figure 2 – Aerial Site Map

**TABLES:**

Table 1 – Soil Vapor Sample Results

Table 2 – Soil Sample Results

**APPENDICES:**

Appendix A – DEH Approval Letter

Appendix B – Geophysical Survey Report

Appendix C – Laboratory Analytical Data and Documentation

**DISTRIBUTION:**

- (1) Addressee
- (1) Mr. David Meier, Roman Catholic Bishop of San Bernardino

## REFERENCES

California Division of Mines and Geology (CDMG), 1966, Geologic Map of California, Santa Ana Sheet.

California Department of Conservation Division of Mines and Geology (CDMG), 1998, Maps of Known Active Fault Near-Source Zones in California and Adjacent Portions of Nevada, published by International Conference of Building Officials.

California Department of Conservation Division of Mines and Geology (CDMG), 2000, Digital Images of Official Maps of the Alquist-Priolo Earthquake Fault Zones of California, Southern Region, DMG CD 2000-003.

California Department of Water Resources, Water Data Library (WDL), Website (<http://www.water.ca.gov/waterdatalibrary>), accessed November 2013.

California Environmental Protection Agency (Cal-EPA), 2005, "Use of California Human Health Screening Levels (CHHSLs) in Evaluation of Contaminated Properties. Table 2 California Human Health Screening Levels for Indoor Air and Soil Gas." Dated January.

California Geological Survey (CGS), 2002, California Geomorphic Provinces Note 36, Electronic Copy, Revised December 2002.

California Regional Water Quality Control Board (CRWQCB), San Francisco Bay Region, "Screening For Environmental Concerns at Sites with Contaminated Soil and Groundwater," Final – December 2013.

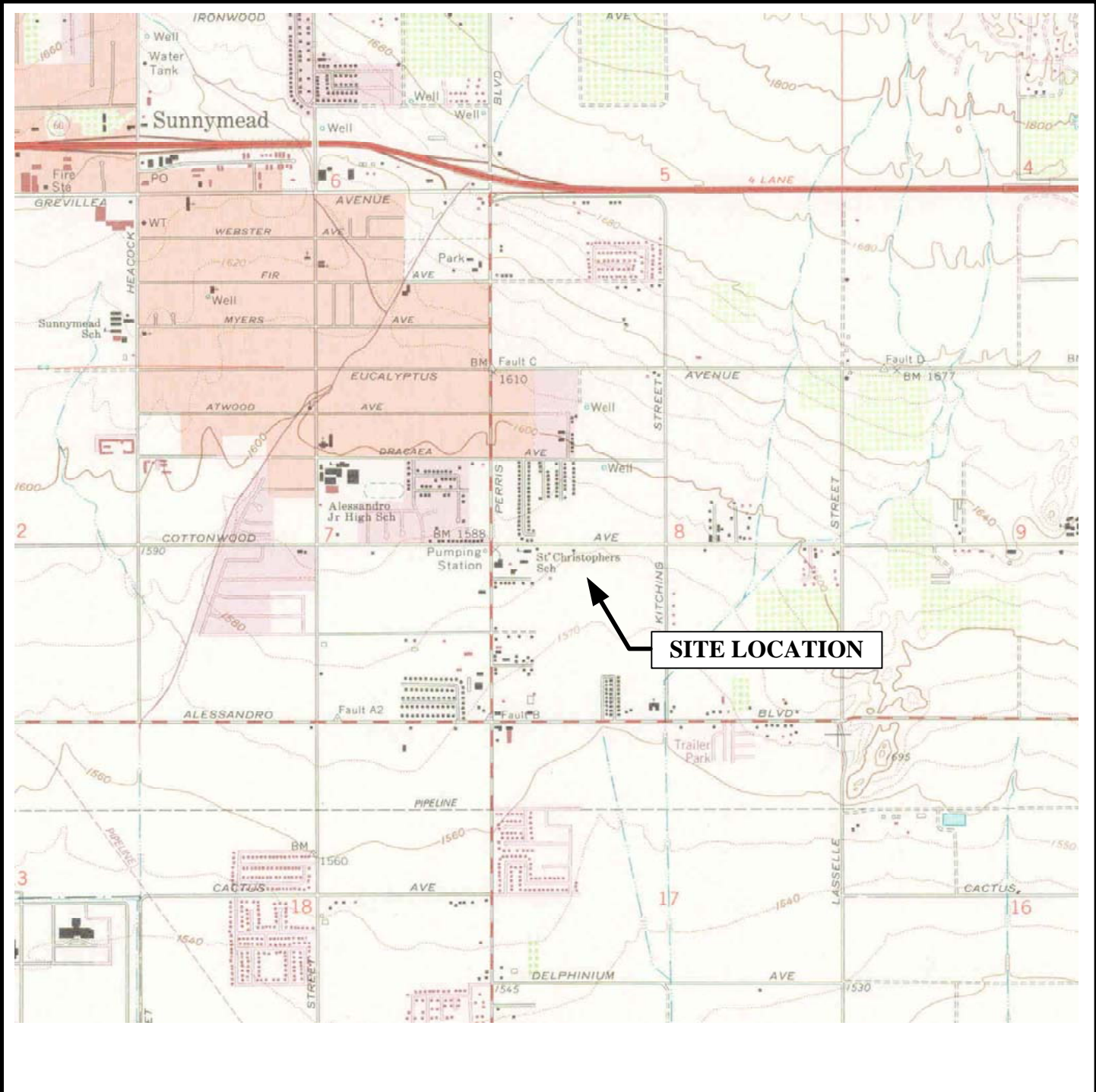
Santa Ana Regional Water Quality Control Board –Region 8, 1995, (SARWQCB): California State Water Resources Control Board Publication.

Jennings, Charles W., 1994, Fault Activity Map of California and Adjacent Areas, California Division of Mines and Geology, California Geologic Data Map Series, Map.

United States Department of Agriculture (USDA), Natural Resources Conservation Service, Website (<http://websoilsurvey.nrcs.usda.gov/app/>) Web Soil Survey, accessed November 2013.

United States Geological Survey (USGS), 1980, 7.5' Topographic Map, Sunnymead, California Quadrangle.

**FIGURES**

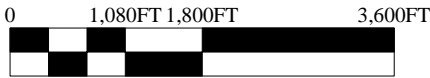


Map Source: USGS, Sunnymead, California 7.5 Minute Quadrangle map (USGS, 1980)

**LEGEND**



Scale: 1" = 1,800'



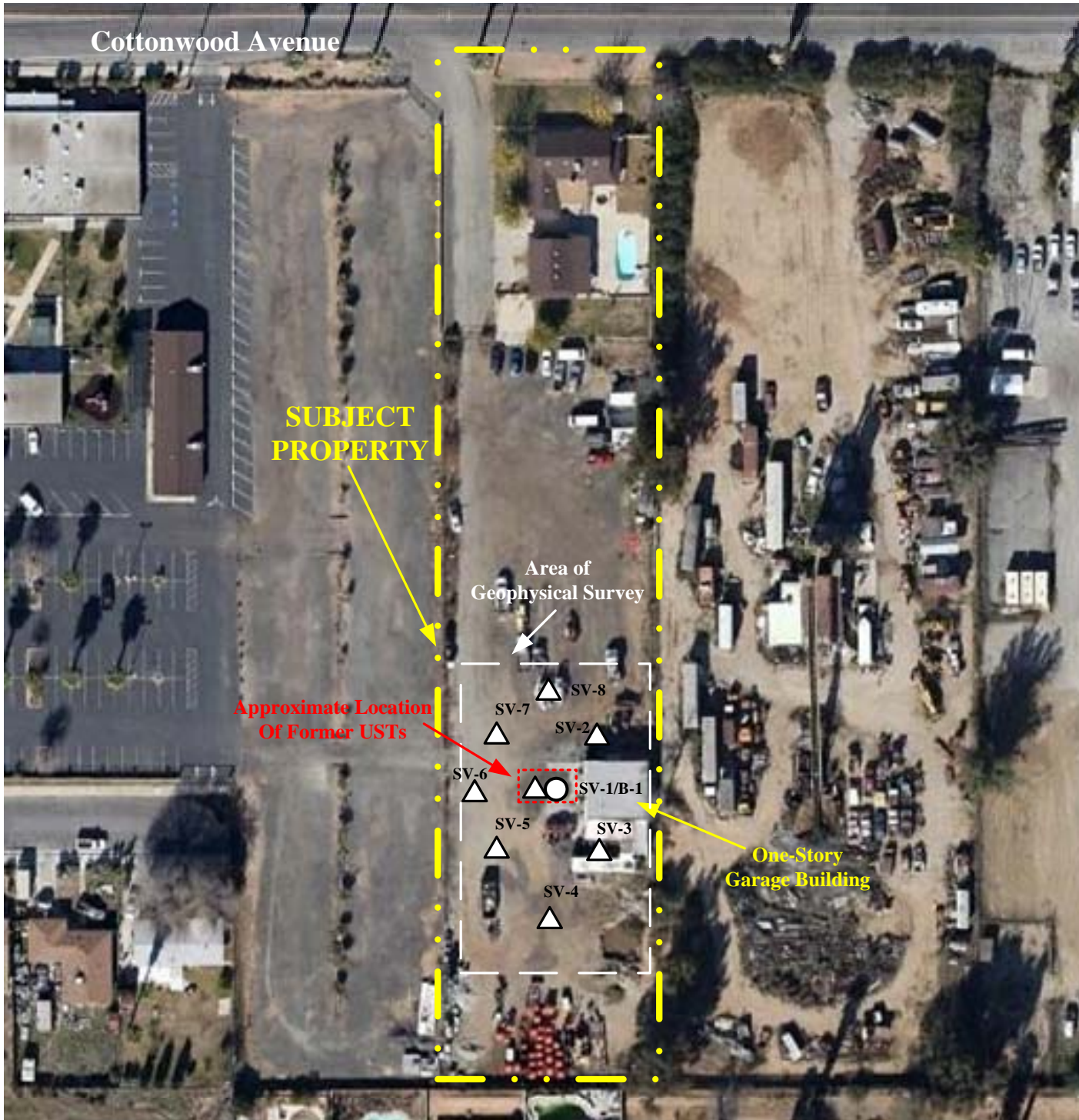
Note: All Locations Are Approximate

**SITE LOCATION MAP**  
 ROMAN CATHOLIC BISHOP OF SAN BERNARDINO  
 APN 479-200-003  
 25165 Cottonwood Avenue  
 Moreno Valley, Riverside County, California 92553  
 EEI Project No. SBD-71769.2  
 Created February 2014



**FIGURE 1**

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF



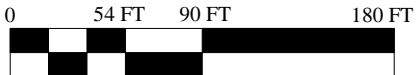
Map Source: Google® 2013; Imagery Date 11/6/12

**LEGEND**

△<sup>SV-1</sup> Soil vapor probe location

○<sup>B-1</sup> Soil boring location

Approximate Scale: 1" = 90'



Note: All locations are approximate

**AERIAL SITE MAP**

ROMAN CATHOLIC BISHOP OF SAN BERNARDINO  
 APN 479-200-003  
 25165 Cottonwood Avenue  
 Moreno Valley, Riverside County, California 92553  
 EEI Project No. SBD-71769.2  
 Revised February 2014



**FIGURE 2**

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF



**TABLES**

**TABLE 1**  
**Soil Vapor Sample Results**  
**EPA Method 8260B**  
**(reported as  $\mu\text{g}/\text{m}^3$ )**

SAMPLE ID	DATE	DEPTH (ft bgs)	TPH-g	Benzene	Toluene	Ethylbenzene	Xylenes	PCE	TCE	cis-DCE	VC
SV-1	1/28/2014	5	120,000	<36	310	170	700	<50	<50	<50	<13
SV-2	1/28/2014	5	<5,000	<36	<50	<50	<50-100	<50	<50	<50	<13
SV-3	1/28/2014	5	19,000	<36	<50	<50	<50-100	<50	<50	<50	<13
SV-4	1/28/2014	5	24,000	<36	55	56	244	<50	<50	<50	<13
SV-4 DUP	1/28/2014	5	28,000	<36	63	89	430	<50	<50	<50	<13
SV-5	1/28/2014	5	<5,000	<36	<50	<50	140	<50	<50	<50	<13
SV-6	1/28/2014	5	<5,000	<36	<50	<50	<50-100	<50	<50	<50	<13
SV-7	1/28/2014	5	8,100	<36	<50	<50	<50-100	<50	<50	<50	<13
SV-8	1/28/2014	5	5,000	<36	<50	<50	150	<50	<50	<50	<13
Laboratory Reporting Limits			5,000	36	50	50	50-100	50	50	<50	13
<b>Commercial CHHSLs/*ESLs</b>			<b>*2,500,000</b>	<b>122</b>	<b>378,000</b>	<b>3,600</b>	<b>879,000</b>	<b>603</b>	<b>1,770</b>	<b>44,400</b>	<b>44.8</b>

bgs = below ground surface; cis-DCE = cis-1,2-Dichloroethene; ft = feet; ID = identification; PCE = Tetrachloroethene; TCE = Trichloroethene; TPH-g = Total Petroleum Hydrocarbons as gasoline;  $\mu\text{g}/\text{m}^3$  = micrograms per cubic meter; VC = Vinyl Chloride. CHHSLs = California Human Health Screening Levels (soil gas values; commercial land use scenario; CalEPA, 2005); \* = Environmental Screening Levels (ESLs) (soil gas values; commercial land use scenario; SFBRWQCB, 2008). < value = less than the laboratory reporting limit (i.e., "non-detect").

**TABLE 2**  
**Soil Sample Results**  
**(reported as mg/kg)**

SAMPLE ID	DATE	DEPTH (ft bgs)	TPH			Benzene	Toluene	Ethylbenzene	Xylenes	PCE	TCE	cis-DCE	VC
			C4-C12	C13-C22	C23-C40								
			EPA 5035/CA LUFT	EPA 8015B									
B-1	1/28/2014	10	<0.20	<10	<20	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.002
		20	<0.20	<10	<20	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.002
		28	<0.20	<10	<20	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.002
Laboratory Reporting Limits			0.20	10.00	20.00	0.001	0.001	0.001	0.001	0.001	0.001	0.002	0.002
<b>Commercial ESLs</b>			<b>100</b>	<b>100</b>	<b>100</b>	<b>0.04</b>	<b>2.9</b>	<b>3.3</b>	<b>2.3</b>	<b>0.55</b>	<b>0.46</b>	<b>0.19</b>	<b>0.032</b>

bgs = below ground surface; cis-DCE = cis-1,2-Dichloroethene; ft = feet; ID = identification; PCE = Tetrachloroethene; mg/kg = milligrams per kilogram; NA = Not Analyzed/Applicable; TCE = Trichloroethene; TPH = Total Petroleum Hydrocarbons; VC = Vinyl Chloride. ESLs = Environmental Screening Levels (ESLs) (soil values; commercial land use scenario; SFBRWQCB, 2008). < value = less than the laboratory reporting limit (i.e., "non-detect").

**APPENDIX A  
DEH APPROVAL LETTER**

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF



COUNTY OF RIVERSIDE  
DEPARTMENT OF ENVIRONMENTAL HEALTH

January 16, 2014

Roman Catholic Bishop of San Bernardino  
Attention: David Meier  
1201 E. Highland Avenue  
San Bernardino, California 92404

RE: Former Underground Storage Tanks (USTs)  
APN 479-200-003  
25165 Cottonwood Avenue  
Moreno Valley, California 92553

Dear Mr. Meier:

The Riverside County Department of Environmental Health-Environmental Cleanup Programs (RCDEH-ECP) has reviewed the *Work Plan for Geophysical Survey and Soil Vapor Sampling* (EEI, December 2, 2013) for the above referenced property. The workplan proposes to use geophysical survey equipment to identify potential USTs, piping, or backfilled excavations. Based on the findings, soil vapor sampling will be conducted in the area of the former USTs, as well as select locations surrounding the garage building, and any potential environmental concerns identified by the geophysical survey. The workplan is acceptable with the following conditions:

- One soil boring shall be completed in the area of the former UST tank cavity to a minimum depth of 30 feet below ground surface (bgs). Soil samples shall be collected from 10, 20 and 30 feet bgs and shall be analyzed for TPH Fuel Scan (C6-C40) using EPA Method 8015M and volatile organic compounds using EPA Method 8260 full scan.
- A RCDEH representative must be on-site to witness sampling activities. Please contact our office a minimum of five days prior to conducting field activities to ensure staff availability.
- As a responsible party, you will be billed at a rate of \$145 per hour for technical staff time spent reviewing documents, issuing letters, visiting the site, and all other associated activities.

If you have any questions or would like to schedule field activities contact Yvonne Reyes at (951) 955-8982 or by email at [ayreyes@rivcocha.org](mailto:ayreyes@rivcocha.org).

Sincerely,

Yvonne Reyes, REHS  
Environmental Health Specialist IV

Reviewed by,

Sharon Boltinghouse, P.G.  
Associate Public Health Professional Geologist

cc: Brian R. Brennan, EEI, [bbrennan@eetiger.com](mailto:bbrennan@eetiger.com)

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF

**APPENDIX B  
GEOPHYSICAL SURVEY REPORT**

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF



February 6, 2014

EEI

2195 Faraday Avenue, Suite K  
Carlsbad, CA 92008

Project No. 14-032

Attn: Brian Brennan

Re: Geophysical Investigation, borehole clearance, parking lot, 25165 Cottonwood Avenue, Moreno Valley, CA

This report is to present the results of our geophysical survey carried out over portions of a gravel parking lot located at 25165 Cottonwood Avenue in Moreno Valley, California (Figure 1). The survey was performed on January 28, 2014, and its purpose was to locate and identify, insofar as possible, the existence of any associated pipes, conduits, utilities, and other underground obstructions within the vicinity of eleven (11) proposed boreholes scheduled for drilling. A secondary objective was to identify the boundaries of a backfilled excavation associated with a previously removed UST.

A combination of electromagnetic induction (EM), magnetometry, and ground penetrating radar (GPR) was applied to the search. A utility locator with line tracing capabilities was also brought to the field and used where risers exist onto which a signal could be impressed and traced.

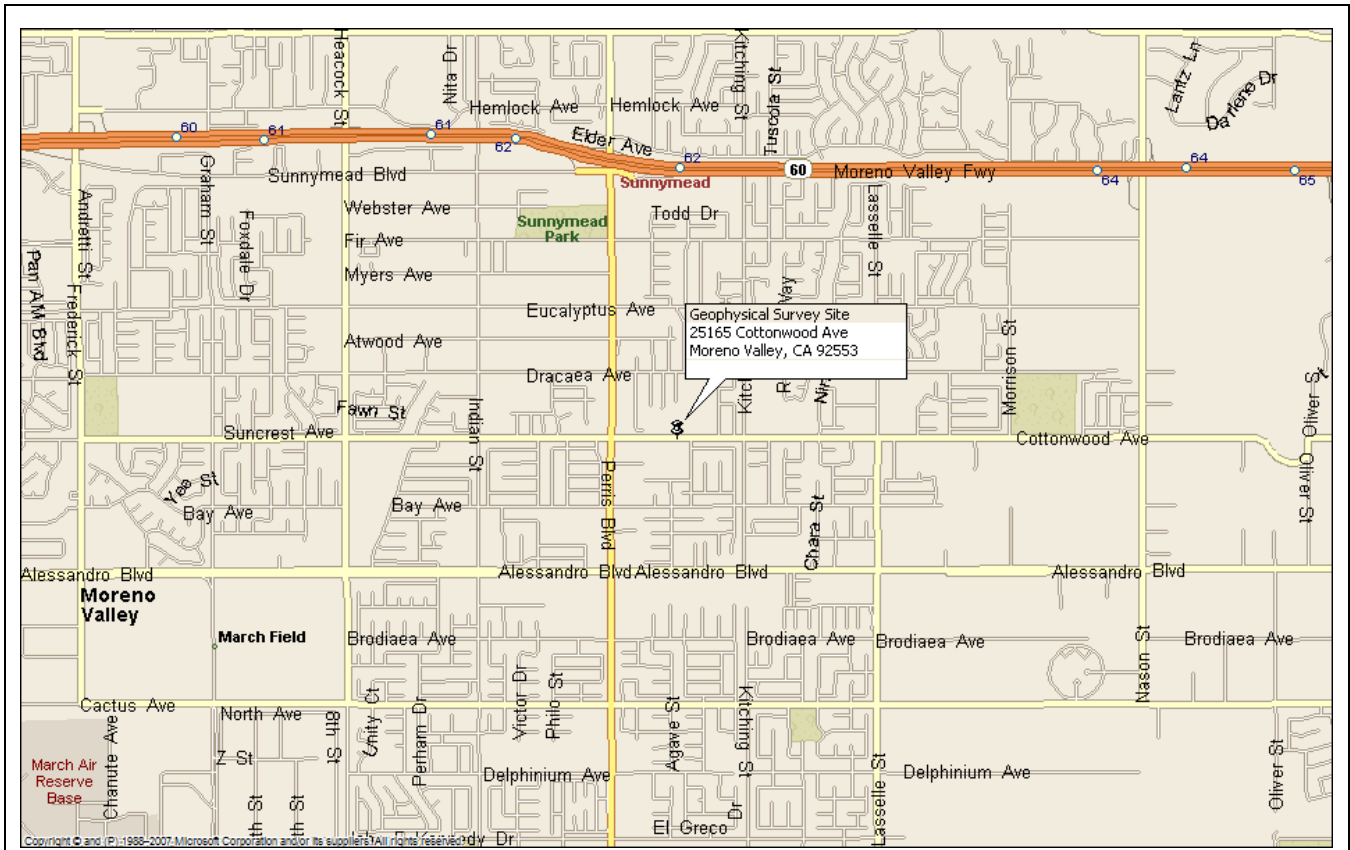


FIGURE 1 – Site Location Map

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF

**Survey Design** – The areas to be surveyed were identified in the field by the client. All eleven proposed boreholes were located on the gravel surfaced parking lot associated with a church. Additionally, the survey for the backfilled excavation for the UST was located adjacent to a garage.

In site situations and survey objectives such as this, the best use of time is achieved by systematically free-traversing with the instruments while monitoring them continuously to determine which responses are significant and due to true subsurface targets, and which are due to other non-target or above-ground features and must be ignored. Where applicable, the EM devices, magnetic gradiometer, and GPR were traversed systematically over the survey areas in multiple, organized directions. Other traverses were taken for detailing and confirmation where anomalous conditions were found.

In addition, the line tracers were used to impress signals onto pipes, generally through accessible risers and tracer wires when present, to delineate the lines' locations and orientations. The instruments were also used in passive mode, configured to detect 60 Hz electrical signals and other common radio-frequency signals.

Hard copy of the EM data was not acquired, that is, discrete readings on the nodes of a grid were not recorded that could be put into a contoured map format. Rather, the instruments' meters were read continuously, and in real-time, during each traverse. This free-traversing method allowed for immediate detection of anomalous objects and facilitated the opportunity to investigate them further, without the need to first download and process data in the office. The lack of hard copy for EM data sets does not degrade the quality of the survey in any way. Hard copy merely provides a basis for report documentation of these geophysical fields, if such documentation is needed.

A Geonic's model EM61 and a Fischer M-Scope, were used for the EM sampling. A Sensors & Software Noggin Ground Penetrating Radar unit with 500 MHz antenna produced the radar images. A Metrotech 9890 and RIDGID SR-60 SeekTech utility locator rounded out the tools applied.

**Brief Description of the Geophysical Methods Applied** – The EM61 instrument is a high resolution, time-domain device for detecting buried conductive objects. It consists of a powerful transmitter that generates a pulsed primary magnetic field when its coils are energized, which induces eddy currents in nearby conductive objects. The decay of the eddy currents, following the input pulse, is measured by the coils, which in turn serve as receiver coils. The decay rate is measured for two coils, mounted concentrically, one above the other. By making the measurements at a relatively long time interval (measured in milliseconds) after termination of the primary pulse, the response is nearly independent of the electrical conductivity of the ground. Thus, the instrument is a super-sensitive metal detector. Due to its unique coil arrangement, the response curve is a single well-defined positive peak directly over a buried conductive object. This facilitates quick and accurate location of targets.

The M-Scope device energizes the ground by producing an alternating primary magnetic field with AC current in a transmitting coil. If conducting materials are within the area of influence of the primary field, AC eddy currents are induced to flow in the conductors. A receiving coil senses the secondary magnetic field produced by these eddy currents, and outputs the response as anomalous conditions. The strength of the secondary field is a function of the conductivity of the object, say a pipe, tank or cluster of drums, its size, and its depth and position relative to the instrument's two coils. Conductive objects, to a depth of approximately 7 feet below ground surface (bgs) for the M-Scope are sensed. The device is also somewhat focused; that is, it is more sensitive to conductors below the instrument than they are to conductors off to the side.

The line locator is used to passively detect energized high voltage electric lines and electrical conduit (50-60 Hz), VLF signals (14-22 kHz), as well as to actively trace other utilities. Where risers are present,



the utility locator transmitter can be connected directly to the object, and a signal (9.8-82 kHz) is sent traveling along the conductor, pipe, conduit, etc. In the absence of a riser, the transmitter can be used to impress an input signal on the utility by induction. In either case, the receiver unit is tuned to the input signal, and is used to actively trace the signal along the pipe's surface projection.

The GPR instrument beams energy into the ground from its transducer/antenna, in the form of electromagnetic waves. A portion of this energy is reflected back to the antenna at a boundary in the subsurface across which there is an electrical contrast. The instrument produces a continuous record of the reflected energy as the antenna is traversed across the ground surface. The greater the electrical contrast, the higher the amplitude of the returned energy. The radar wave travels at a velocity unique to the material properties of the ground being investigated, and when these velocities are known, the two-way travel times can be converted to depth. The depth of penetration and image resolution produced are a function of ground electrical conductivity and dielectric constant.

**Interpretation and Conclusions** - The interpretation took place in real time as the survey progressed, and accordingly, the findings of our investigation were documented with site photographs (Figures 2-12). Utilities detected within the survey area were marked out with chalk spray paint using industry standard colors: orange for communications, blue for water, and yellow for gas. The backfilled excavation was marked out with pink spray paint (Figure 12). Once completed the proposed boreholes were spray-painted with a white circle and yellow "SSS" to indicate that Subsurface Surveys personnel had investigated them.

**Limitations and Further Recommendations** - It should be understood that limitations inherent in geophysical instruments and/or surveying techniques exist at all sites, and nearly all sites exhibit conditions under which such might not perform optimally. Consequently, the detection of buried objects in all circumstances **cannot be guaranteed**. Such limitations are numerous and include, but are not limited to, rebar-reinforced ground cover, abrupt changes in ground cover type, above-ground obstacles preventing full traverses or traverses in one direction only, above-ground conductive objects interfering with instrument signal, nearby power lines or EM transmitters, highly conductive background soil conditions, limited GPR penetration, non-metallic targets, shallower or larger objects shielding deeper or smaller targets, tracing signal jumping from one line to another, and inaccessible risers, cleanouts, valve boxes, and manholes. If one or more geophysical instrument is rendered ineffective and cannot be utilized, the quality of the survey can be somewhat degraded.

For the above reasons, and in the interest of maximum safety, we encourage our clients to take advantage of Underground Service Alert (USA), Dig Alert, or other similar services, when possible. Furthermore, we recommend hand auguring and the use of a drilling method known as air knifing or vacuum extraction, when feasible or if applicable to this project. These methods may significantly limit damage to underground pipes, conduits, and utilities that might not have been detectable during the course of this survey. Please bear in mind, that geophysical surveying is only one of several levels of protection that is available to our clients.

SubSurface Surveys may include maps in some reports. While they are an accurate general representation of the site and our findings, they are not of engineering quality (i.e., measured and mapped by a licensed land surveyor).

SubSurface Surveys and Associates makes no guarantee either expressed or implied regarding the accuracy of the findings and interpretations present. And, in no event will SubSurface Surveys and Associates be liable for any direct, indirect, special, incidental, or consequential damages resulting from interpretations and opinions presented herewith.

All data generated on this project are in confidential file in this office, and are available for review by authorized persons at any time. The opportunity to participate in this investigation is very much appreciated. Please call, if there are questions.



Daniel L. Matticks, MS  
Staff Geophysicist



Travis Crosby, GP# 1044  
Senior Geophysicist

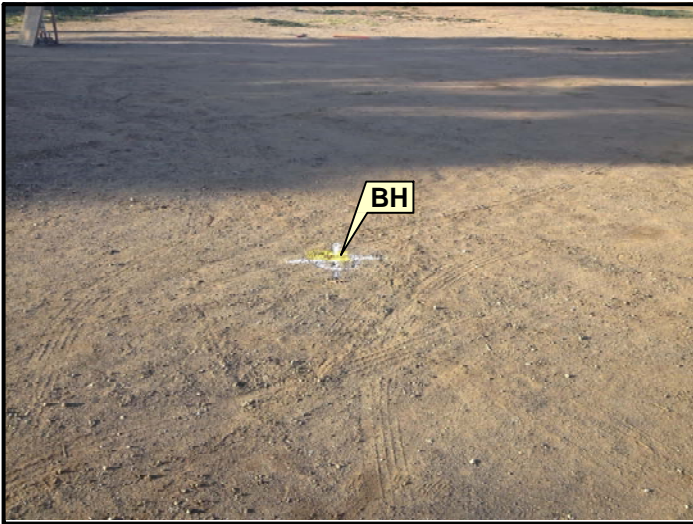


Figure 2

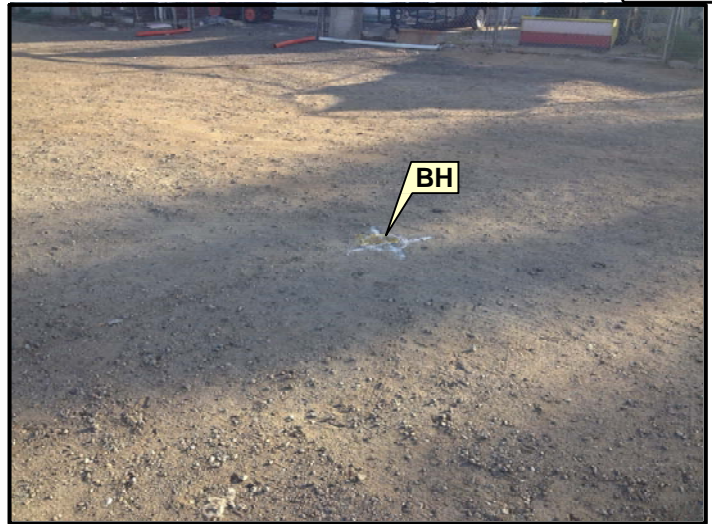


Figure 3

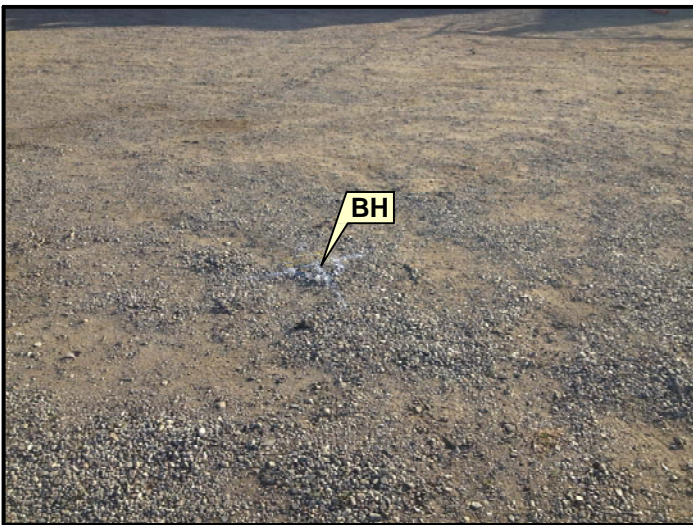


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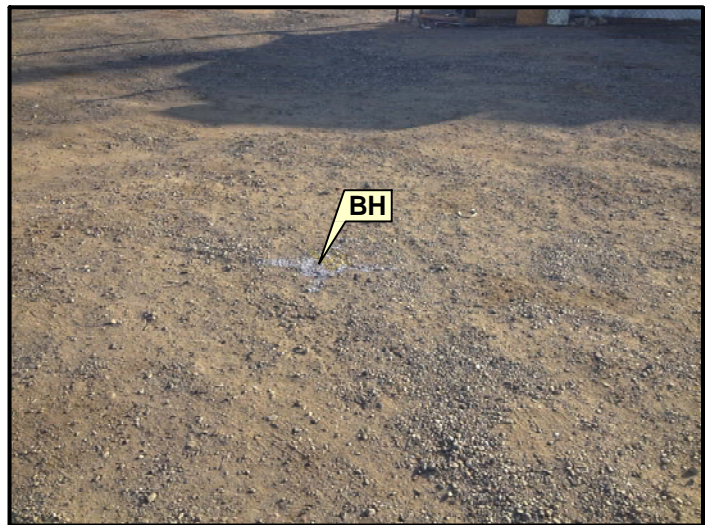


Figure 5

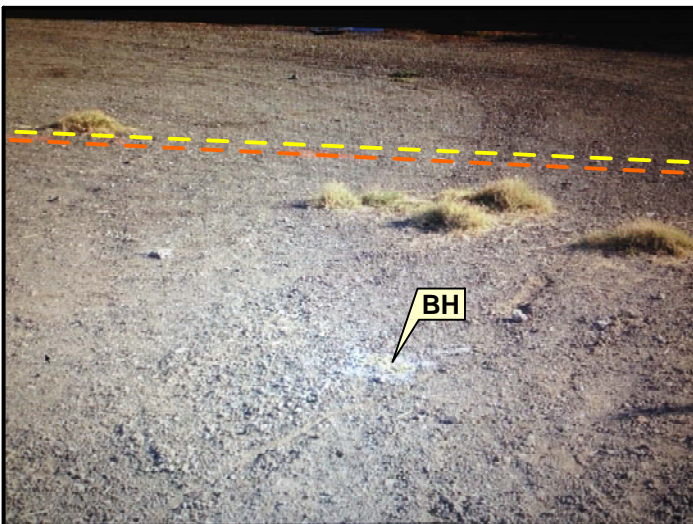


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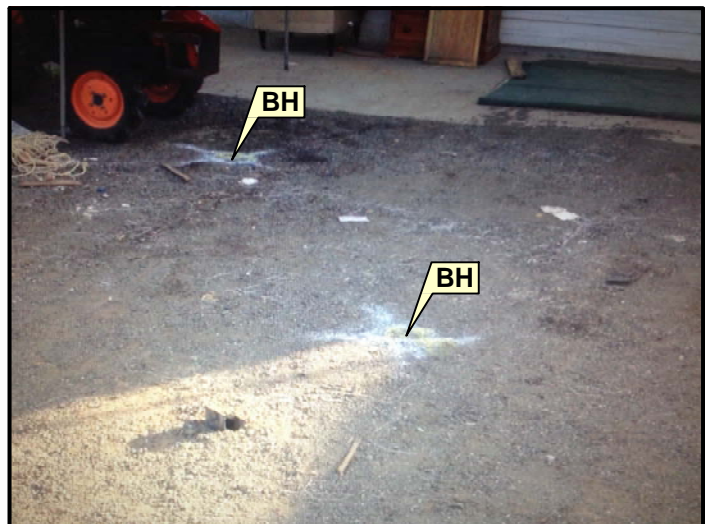


Figure 7

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF



SITE:  
Gravel lot  
25165 Cottonwood Ave  
Moreno Valley, California

TITLE:  
Borehole Photographs

PREPARED FOR:  
EEI

SURVEY DATE:  
January 28, 2014

SSS PROJECT NO:  
14-032



Figure 8

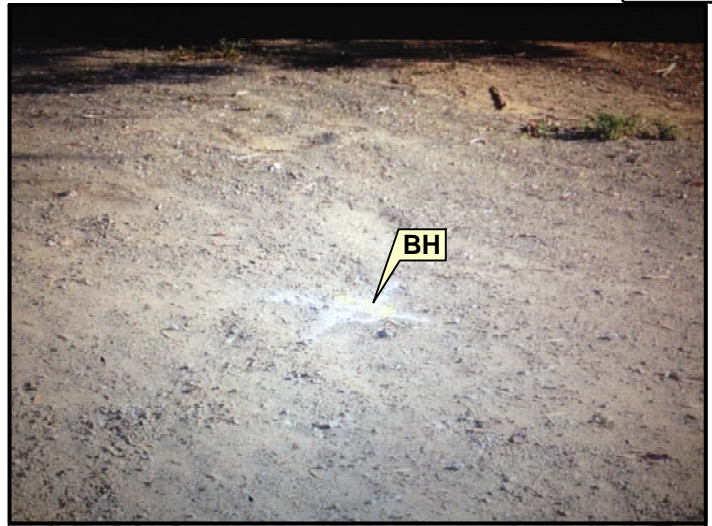


Figure 9

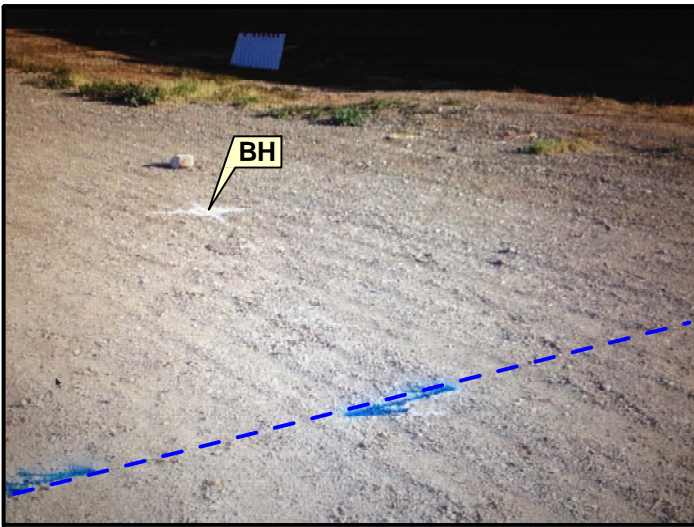


Figure 10



Figure 11

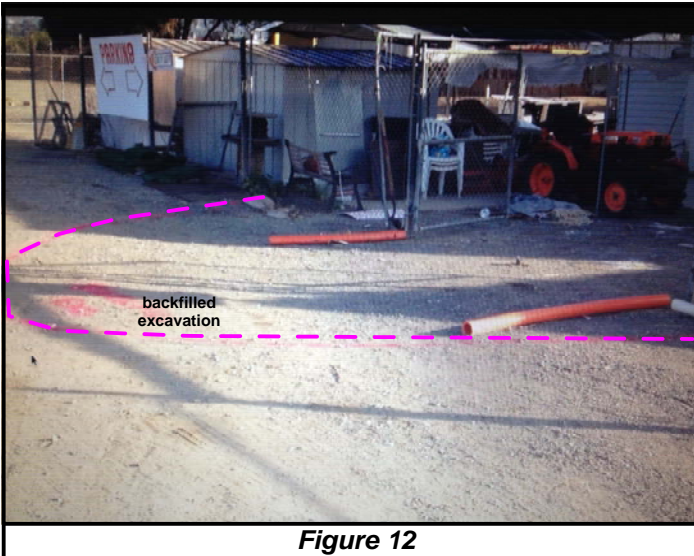
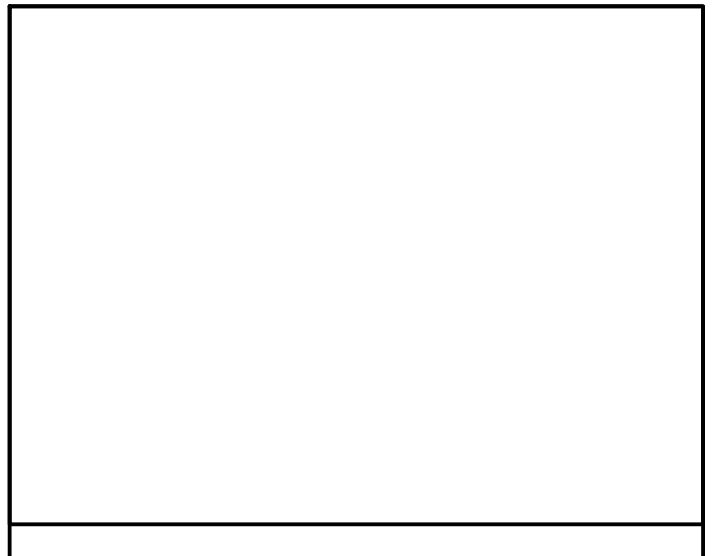


Figure 12



SITE:  
Gravel lot  
25165 Cottonwood Ave  
Moreno Valley, California

TITLE:  
Borehole Photographs  
PREPARED FOR:  
EEI

SURVEY DATE:  
January 28, 2014  
SSS PROJECT NO:  
14-032

**APPENDIX C**  
**LABORATORY ANALYTICAL DATA AND DOCUMENTATION**

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF



# A & R Laboratories

Formerly Microbac Southern California

1650 S. GROVE AVE., SUITE C

ONTARIO, CA 91761

951-779-0310

www.arlaboratories.com

FAX 951-779-0344

office@arlaboratories.com

FDA#	2030513
LA City#	10261
ELAP#s	2789
	2790
	2122

CHEMISTRY · MICROBIOLOGY · FOOD SAFETY · MOBILE LABORATORIES  
FOOD · COSMETICS · WATER · SOIL · SOIL VAPOR · WASTES

### CASE NARRATIVE

Authorized Signature Name / Title (print)

Ken Zheng, President

Signature / Date

*Ken Zheng*

Ken Zheng, President  
01/31/2014 14:41:42

Laboratory Job No. (Certificate of Analysis No.)

1401-00141

Project Name / No.

25165 Cottonwood Ave., Moreno Valley

Dates Sampled (from/to)

01/28/14 To 01/28/14

Dates Received (from/to)

01/28/14 To 01/28/14

Dates Reported (from/to)

01/30/14 To 1/31/2014

Chains of Custody Received

Yes

Comments:

#### Subcontracting

Organic Analyses

No analyses sub-contracted

#### Sample Condition(s)

All samples intact

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF



# A & R Laboratories

Formerly Microbac Southern California

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LA City# 10261  
ELAP#s 2789  
2790  
2122

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FOOD · COSMETICS · WATER · SOIL · SOIL VAPOR · WASTES

## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 001 <b>SV-6</b> Date & Time Sampled: 01/28/14 @ 9:2													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
[VOCs by GCMS]													
Acetone	<5.0	5	10	µg/L	<5,000	5,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
t-Amyl Methyl Ether (TAME)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Benzene	<0.036	0.036	0.050	µg/L	<36	36	50	µg/m3	1.0	EPA 8260B	01/28/14		
Bromobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromodichloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromoform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromomethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
t-Butanol (TBA)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
2-Butanone (MEK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
n-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
sec-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
tert-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Disulfide	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Tetrachloride	<0.025	0.025	0.050	µg/L	<25	25	50	µg/m3	1.0	EPA 8260B	01/28/14		
Chlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloromethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
2-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromoethane (EDB)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromo-3-Chloropropane	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromomethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 001 <b>SV-6</b> Date & Time Sampled: 01/28/14 @ 9:2													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,4-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dichlorodifluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Diisopropyl Ether (DIPE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethyl-t-Butyl Ether (EtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Hexachlorobutadiene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2-Hexanone	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Isopropylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Isopropyltoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Methylene Chloride	<1.0	1	2.0	µg/L	<1,000	1,000	2,000	µg/m3	1.0	EPA 8260B	01/28/14		
4-Methyl-2-Pentanone (MIBK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Methyl-t-butyl Ether (MtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Naphthalene	<0.032	0.032	0.050	µg/L	<32	32	50	µg/m3	1.0	EPA 8260B	01/28/14		
n-Propylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Styrene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1,2-Tetrachloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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## CERTIFICATE OF ANALYSIS

### 1401-00141

**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

**Project: 25165 Cottonwood Ave., Moreno Valley**

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 001 <b>SV-6</b> Date & Time Sampled: 01/28/14 @ 9:2													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,1,2,2-Tetrachloroethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
Tetrachloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Toluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorofluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorotrifluoroethane	<0.20	0.2	0.20	µg/L	<200	200	200	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3,5-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Vinyl Chloride	<0.013	0.013	0.050	µg/L	<13	13	50	µg/m3	1.0	EPA 8260B	01/28/14		
m,p-Xylenes	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
o-Xylene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Vapor Sampling Tracer]													
Isopropanol (IPA)	<10	10	10	µg/L	<10,000	10,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Surrogates]													
Dibromofluoromethane	108		70-130	%REC					1.0	EPA 8260B	01/28/14		
Toluene-D8	105		70-130	%REC					1.0	EPA 8260B	01/28/14		
Bromofluorobenzene	96		70-130	%REC					1.0	EPA 8260B	01/28/14		
[TPH Gasoline by GCMS]													
C4-C12	<5.00	5	10	µg/L	<5,000	5,000	10,000	µg/m3	0.10	CA LUFT	01/28/14		

Sample: 002 **SV-5**  
Sample Matrix: **Soil Vapor**  
Purge Volume Sampled: **3**

Date & Time Sampled: 01/28/14 @ 9:4

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## CERTIFICATE OF ANALYSIS

**1401-00141**

**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

Date Reported 01/30/14  
 Date Received 01/28/14  
 Invoice No. 71282  
 Cust # 1712  
 Permit Number  
 Customer P.O.

**Project: 25165 Cottonwood Ave., Moreno Valley**

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 002 <b>SV-5</b> <span style="float: right;">Date &amp; Time Sampled: 01/28/14 @ 9:4</span> Sample Matrix: <b>Soil Vapor</b> Purge Volume Sampled: <b>3</b> .....continued													
[VOCs by GCMS]													
Acetone	<5.0	5	10	µg/L	<5,000	5,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
t-Amyl Methyl Ether (TAME)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Benzene	<0.036	0.036	0.050	µg/L	<36	36	50	µg/m3	1.0	EPA 8260B	01/28/14		
Bromobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromodichloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromoform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromomethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
t-Butanol (TBA)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
2-Butanone (MEK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
n-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
sec-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
tert-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Disulfide	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Tetrachloride	<0.025	0.025	0.050	µg/L	<25	25	50	µg/m3	1.0	EPA 8260B	01/28/14		
Chlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloromethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
2-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromoethane (EDB)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromo-3-Chloropropane	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromomethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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**Project: 25165 Cottonwood Ave., Moreno Valley**

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 002 <b>SV-5</b> Date & Time Sampled: 01/28/14 @ 9:4													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,3-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,4-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dichlorodifluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Diisopropyl Ether (DiPE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethyl-t-Butyl Ether (EtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Hexachlorobutadiene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2-Hexanone	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Isopropylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Isopropyltoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Methylene Chloride	<1.0	1	2.0	µg/L	<1,000	1,000	2,000	µg/m3	1.0	EPA 8260B	01/28/14		
4-Methyl-2-Pentanone (MIBK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Methyl-t-butyl Ether (MtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Naphthalene	<0.032	0.032	0.050	µg/L	<32	32	50	µg/m3	1.0	EPA 8260B	01/28/14		
n-Propylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Styrene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 002 <b>SV-5</b> Date & Time Sampled: 01/28/14 @ 9:4													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,1,1,2-Tetrachloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2,2-Tetrachloroethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
Tetrachloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Toluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorofluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorotrifluoroethane	<0.20	0.2	0.20	µg/L	<200	200	200	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3,5-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Vinyl Chloride	<0.013	0.013	0.050	µg/L	<13	13	50	µg/m3	1.0	EPA 8260B	01/28/14		
m,p-Xylenes	<b>0.14</b>	0.1	0.20	µg/L	<b>140</b>	100	200	µg/m3	J 1.0	EPA 8260B	01/28/14		
o-Xylene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Vapor Sampling Tracer]													
Isopropanol (IPA)	<10	10	10	µg/L	<10,000	10,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Surrogates]													
Dibromofluoromethane	109		70-130	%REC					1.0	EPA 8260B	01/28/14		
Toluene-D8	106		70-130	%REC					1.0	EPA 8260B	01/28/14		
Bromofluorobenzene	96		70-130	%REC					1.0	EPA 8260B	01/28/14		
[TPH Gasoline by GCMS ]													
C4-C12	<5.00	5	10	µg/L	<5,000	5,000	10,000	µg/m3	0.10	CA LUFT	01/28/14		

Sample: 003 **SV-1**  
Sample Matrix: **Soil Vapor**

Date & Time Sampled: 01/28/14 @ 10:0

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## CERTIFICATE OF ANALYSIS

1401-00141

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2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 003 <b>SV-1</b> Date & Time Sampled: 01/28/14 @ 10:00													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
[VOCs by GCMS]													
Acetone	<5.0	5	10	µg/L	<5,000	5,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
t-Amyl Methyl Ether (TAME)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Benzene	<0.036	0.036	0.050	µg/L	<36	36	50	µg/m3	1.0	EPA 8260B	01/28/14		
Bromobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromodichloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromoform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromomethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
t-Butanol (TBA)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
2-Butanone (MEK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
n-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
sec-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
tert-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Disulfide	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Tetrachloride	<0.025	0.025	0.050	µg/L	<25	25	50	µg/m3	1.0	EPA 8260B	01/28/14		
Chlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloromethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
2-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromoethane (EDB)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromo-3-Chloropropane	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromomethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF



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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 003 <b>SV-1</b> Date & Time Sampled: 01/28/14 @ 10:0													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,4-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dichlorodifluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Diisopropyl Ether (DIPE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethylbenzene	<b>0.17</b>	0.05	0.10	µg/L	<b>170</b>	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethyl-t-Butyl Ether (EtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Hexachlorobutadiene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2-Hexanone	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Isopropylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Isopropyltoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Methylene Chloride	<1.0	1	2.0	µg/L	<1,000	1,000	2,000	µg/m3	1.0	EPA 8260B	01/28/14		
4-Methyl-2-Pentanone (MIBK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Methyl-t-butyl Ether (MtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Naphthalene	<0.032	0.032	0.050	µg/L	<32	32	50	µg/m3	1.0	EPA 8260B	01/28/14		
n-Propylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Styrene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1,2-Tetrachloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 003 <b>SV-1</b> Date & Time Sampled: 01/28/14 @ 10:0													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,1,2,2-Tetrachloroethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
Tetrachloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Toluene	<b>0.31</b>	0.05	0.10	µg/L	<b>310</b>	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorofluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorotrifluoroethane	<0.20	0.2	0.20	µg/L	<200	200	200	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3,5-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Vinyl Chloride	<0.013	0.013	0.050	µg/L	<13	13	50	µg/m3	1.0	EPA 8260B	01/28/14		
m,p-Xylenes	<b>0.53</b>	0.1	0.20	µg/L	<b>530</b>	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
o-Xylene	<b>0.17</b>	0.05	0.10	µg/L	<b>170</b>	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Vapor Sampling Tracer]													
Isopropanol (IPA)	<10	10	10	µg/L	<10,000	10,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Surrogates]													
Dibromofluoromethane	103		70-130	%REC					1.0	EPA 8260B	01/28/14		
Toluene-D8	107		70-130	%REC					1.0	EPA 8260B	01/28/14		
Bromofluorobenzene	101		70-130	%REC					1.0	EPA 8260B	01/28/14		
[TPH Gasoline by GCMS ]													
C4-C12	<b>120</b>	5	10	µg/L	<b>120,000</b>	5,000	10,000	µg/m3	0.10	CA LUFT	01/28/14		

Sample: 004 **SV-7**  
Sample Matrix: **Soil Vapor**  
Purge Volume Sampled: **3**

Date & Time Sampled: 01/28/14 @ 10:3

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## CERTIFICATE OF ANALYSIS

**1401-00141**

**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

**Project: 25165 Cottonwood Ave., Moreno Valley**

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 004 <b>SV-7</b> <span style="float: right;">Date &amp; Time Sampled: 01/28/14 @ 10:3</span> Sample Matrix: <b>Soil Vapor</b> Purge Volume Sampled: <b>3</b> .....continued													
[VOCs by GCMS]													
Acetone	<5.0	5	10	µg/L	<5,000	5,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
t-Amyl Methyl Ether (TAME)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Benzene	<0.036	0.036	0.050	µg/L	<36	36	50	µg/m3	1.0	EPA 8260B	01/28/14		
Bromobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromodichloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromoform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromomethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
t-Butanol (TBA)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
2-Butanone (MEK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
n-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
sec-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
tert-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Disulfide	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Tetrachloride	<0.025	0.025	0.050	µg/L	<25	25	50	µg/m3	1.0	EPA 8260B	01/28/14		
Chlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloromethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
2-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromoethane (EDB)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromo-3-Chloropropane	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromomethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 004 <b>SV-7</b> Date & Time Sampled: 01/28/14 @ 10:3													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,3-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,4-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dichlorodifluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Diisopropyl Ether (DiPE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethyl-t-Butyl Ether (EtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Hexachlorobutadiene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2-Hexanone	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Isopropylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Isopropyltoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Methylene Chloride	<1.0	1	2.0	µg/L	<1,000	1,000	2,000	µg/m3	1.0	EPA 8260B	01/28/14		
4-Methyl-2-Pentanone (MIBK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Methyl-t-butyl Ether (MtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Naphthalene	<0.032	0.032	0.050	µg/L	<32	32	50	µg/m3	1.0	EPA 8260B	01/28/14		
n-Propylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Styrene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 004 <b>SV-7</b> Date & Time Sampled: 01/28/14 @ 10:3													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,1,1,2-Tetrachloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2,2-Tetrachloroethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
Tetrachloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Toluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorofluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorotrifluoroethane	<0.20	0.2	0.20	µg/L	<200	200	200	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3,5-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Vinyl Chloride	<0.013	0.013	0.050	µg/L	<13	13	50	µg/m3	1.0	EPA 8260B	01/28/14		
m,p-Xylenes	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
o-Xylene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Vapor Sampling Tracer]													
Isopropanol (IPA)	<10	10	10	µg/L	<10,000	10,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Surrogates]													
Dibromofluoromethane	109		70-130	%REC					1.0	EPA 8260B	01/28/14		
Toluene-D8	108		70-130	%REC					1.0	EPA 8260B	01/28/14		
Bromofluorobenzene	100		70-130	%REC					1.0	EPA 8260B	01/28/14		
[TPH Gasoline by GCMS ]													
C4-C12	<b>8.1</b>	5	10	µg/L	<b>8,100</b>	5,000	10,000	µg/m3	J	0.10	CA LUFT	01/28/14	

Sample: 005 **SV-2**  
Sample Matrix: **Soil Vapor**

Date & Time Sampled: 01/28/14 @ 10:5

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## CERTIFICATE OF ANALYSIS

1401-00141

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CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 005 SV-2													Date & Time Sampled: 01/28/14 @ 10:5
Sample Matrix: Soil Vapor													
Purge Volume Sampled: 3													
[VOCs by GCMS]													
Acetone	<5.0	5	10	µg/L	<5,000	5,000	10,000	µg/m3	1.0		EPA 8260B	01/28/14	
t-Amyl Methyl Ether (TAME)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Benzene	<0.036	0.036	0.050	µg/L	<36	36	50	µg/m3	1.0		EPA 8260B	01/28/14	
Bromobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromodichloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromoform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromomethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0		EPA 8260B	01/28/14	
t-Butanol (TBA)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
2-Butanone (MEK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
n-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
sec-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
tert-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Carbon Disulfide	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
Carbon Tetrachloride	<0.025	0.025	0.050	µg/L	<25	25	50	µg/m3	1.0		EPA 8260B	01/28/14	
Chlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Chloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Chloroform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Chloromethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0		EPA 8260B	01/28/14	
2-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
4-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Dibromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,2-Dibromoethane (EDB)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,2-Dibromo-3-Chloropropane	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
Dibromomethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,2-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,3-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 005 <b>SV-2</b> Date & Time Sampled: 01/28/14 @ 10:5													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,4-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dichlorodifluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Diisopropyl Ether (DIPE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethyl-t-Butyl Ether (EtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Hexachlorobutadiene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2-Hexanone	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Isopropylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Isopropyltoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Methylene Chloride	<1.0	1	2.0	µg/L	<1,000	1,000	2,000	µg/m3	1.0	EPA 8260B	01/28/14		
4-Methyl-2-Pentanone (MIBK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Methyl-t-butyl Ether (MtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Naphthalene	<0.032	0.032	0.050	µg/L	<32	32	50	µg/m3	1.0	EPA 8260B	01/28/14		
n-Propylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Styrene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1,2-Tetrachloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 005 <b>SV-2</b> Date & Time Sampled: 01/28/14 @ 10:5													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,1,2,2-Tetrachloroethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
Tetrachloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Toluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorofluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorotrifluoroethane	<0.20	0.2	0.20	µg/L	<200	200	200	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3,5-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Vinyl Chloride	<0.013	0.013	0.050	µg/L	<13	13	50	µg/m3	1.0	EPA 8260B	01/28/14		
m,p-Xylenes	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
o-Xylene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Vapor Sampling Tracer]													
Isopropanol (IPA)	<10	10	10	µg/L	<10,000	10,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Surrogates]													
Dibromofluoromethane	108		70-130	%REC					1.0	EPA 8260B	01/28/14		
Toluene-D8	108		70-130	%REC					1.0	EPA 8260B	01/28/14		
Bromofluorobenzene	98		70-130	%REC					1.0	EPA 8260B	01/28/14		
[TPH Gasoline by GCMS]													
C4-C12	<5.00	5	10	µg/L	<5,000	5,000	10,000	µg/m3	0.10	CA LUFT	01/28/14		

Sample: 006 **SV-8**  
Sample Matrix: **Soil Vapor**  
Purge Volume Sampled: **3**

Date & Time Sampled: 01/28/14 @ 11:1

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## CERTIFICATE OF ANALYSIS

**1401-00141**

**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 006 <b>SV-8</b> <span style="float: right;">Date &amp; Time Sampled: 01/28/14 @ 11:1</span> Sample Matrix: <b>Soil Vapor</b> Purge Volume Sampled: <b>3</b> .....continued													
[VOCs by GCMS]													
Acetone	<5.0	5	10	µg/L	<5,000	5,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
t-Amyl Methyl Ether (TAME)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Benzene	<0.036	0.036	0.050	µg/L	<36	36	50	µg/m3	1.0	EPA 8260B	01/28/14		
Bromobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromodichloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromoform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromomethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
t-Butanol (TBA)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
2-Butanone (MEK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
n-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
sec-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
tert-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Disulfide	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Tetrachloride	<0.025	0.025	0.050	µg/L	<25	25	50	µg/m3	1.0	EPA 8260B	01/28/14		
Chlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloromethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
2-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromoethane (EDB)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromo-3-Chloropropane	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromomethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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 Invoice No. 71282  
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 Customer P.O.

**Project: 25165 Cottonwood Ave., Moreno Valley**

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 006 <b>SV-8</b> Date & Time Sampled: 01/28/14 @ 11:1													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,3-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,4-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dichlorodifluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Diisopropyl Ether (DiPE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethyl-t-Butyl Ether (EtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Hexachlorobutadiene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2-Hexanone	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Isopropylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Isopropyltoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Methylene Chloride	<1.0	1	2.0	µg/L	<1,000	1,000	2,000	µg/m3	1.0	EPA 8260B	01/28/14		
4-Methyl-2-Pentanone (MIBK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Methyl-t-butyl Ether (MtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Naphthalene	<0.032	0.032	0.050	µg/L	<32	32	50	µg/m3	1.0	EPA 8260B	01/28/14		
n-Propylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Styrene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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LA City# 10261  
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2122

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 006 <b>SV-8</b> Date & Time Sampled: 01/28/14 @ 11:1													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,1,1,2-Tetrachloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2,2-Tetrachloroethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
Tetrachloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Toluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorofluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorotrifluoroethane	<0.20	0.2	0.20	µg/L	<200	200	200	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3,5-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Vinyl Chloride	<0.013	0.013	0.050	µg/L	<13	13	50	µg/m3	1.0	EPA 8260B	01/28/14		
m,p-Xylenes	<b>0.15</b>	0.1	0.20	µg/L	<b>150</b>	100	200	µg/m3	J 1.0	EPA 8260B	01/28/14		
o-Xylene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Vapor Sampling Tracer]													
Isopropanol (IPA)	<10	10	10	µg/L	<10,000	10,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Surrogates]													
Dibromofluoromethane	104		70-130	%REC					1.0	EPA 8260B	01/28/14		
Toluene-D8	108		70-130	%REC					1.0	EPA 8260B	01/28/14		
Bromofluorobenzene	96		70-130	%REC					1.0	EPA 8260B	01/28/14		
[TPH Gasoline by GCMS ]													
C4-C12	<b>5.0</b>	5	10	µg/L	<b>5,000</b>	5,000	10,000	µg/m3	J 0.10	CA LUFT	01/28/14		

Sample: 007 **SV-3**  
Sample Matrix: **Soil Vapor**

Date & Time Sampled: 01/28/14 @ 11:3

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CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 007 SV-3													Date & Time Sampled: 01/28/14 @ 11:3
Sample Matrix: Soil Vapor													
Purge Volume Sampled: 3													
[VOCs by GCMS]													
Acetone	<5.0	5	10	µg/L	<5,000	5,000	10,000	µg/m3	1.0		EPA 8260B	01/28/14	
t-Amyl Methyl Ether (TAME)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Benzene	<0.036	0.036	0.050	µg/L	<36	36	50	µg/m3	1.0		EPA 8260B	01/28/14	
Bromobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromodichloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromoform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromomethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0		EPA 8260B	01/28/14	
t-Butanol (TBA)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
2-Butanone (MEK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
n-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
sec-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
tert-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Carbon Disulfide	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
Carbon Tetrachloride	<0.025	0.025	0.050	µg/L	<25	25	50	µg/m3	1.0		EPA 8260B	01/28/14	
Chlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Chloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Chloroform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Chloromethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0		EPA 8260B	01/28/14	
2-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
4-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Dibromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,2-Dibromoethane (EDB)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,2-Dibromo-3-Chloropropane	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
Dibromomethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,2-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,3-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	

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Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 007 <b>SV-3</b> Date & Time Sampled: 01/28/14 @ 11:3													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,4-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dichlorodifluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Diisopropyl Ether (DIPE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethyl-t-Butyl Ether (EtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Hexachlorobutadiene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2-Hexanone	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Isopropylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Isopropyltoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Methylene Chloride	<1.0	1	2.0	µg/L	<1,000	1,000	2,000	µg/m3	1.0	EPA 8260B	01/28/14		
4-Methyl-2-Pentanone (MIBK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Methyl-t-butyl Ether (MtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Naphthalene	<0.032	0.032	0.050	µg/L	<32	32	50	µg/m3	1.0	EPA 8260B	01/28/14		
n-Propylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Styrene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1,2-Tetrachloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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 Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 007 <b>SV-3</b> Date & Time Sampled: 01/28/14 @ 11:3													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,1,2,2-Tetrachloroethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
Tetrachloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Toluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorofluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorotrifluoroethane	<0.20	0.2	0.20	µg/L	<200	200	200	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3,5-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Vinyl Chloride	<0.013	0.013	0.050	µg/L	<13	13	50	µg/m3	1.0	EPA 8260B	01/28/14		
m,p-Xylenes	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
o-Xylene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Vapor Sampling Tracer]													
Isopropanol (IPA)	<10	10	10	µg/L	<10,000	10,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Surrogates]													
Dibromofluoromethane	105		70-130	%REC					1.0	EPA 8260B	01/28/14		
Toluene-D8	106		70-130	%REC					1.0	EPA 8260B	01/28/14		
Bromofluorobenzene	98		70-130	%REC					1.0	EPA 8260B	01/28/14		
[TPH Gasoline by GCMS ]													
C4-C12	<b>19</b>	5	10	µg/L	<b>19,000</b>	5,000	10,000	µg/m3	0.10	CA LUFT	01/28/14		

Sample: 008 **SV-4**  
 Sample Matrix: **Soil Vapor**  
 Purge Volume Sampled: **3**

Date & Time Sampled: 01/28/14 @ 11:5

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Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 008 <b>SV-4</b> Date & Time Sampled: 01/28/14 @ 11:5													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
[VOCs by GCMS]													
Acetone	<5.0	5	10	µg/L	<5,000	5,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
t-Amyl Methyl Ether (TAME)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Benzene	<0.036	0.036	0.050	µg/L	<36	36	50	µg/m3	1.0	EPA 8260B	01/28/14		
Bromobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromodichloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromoform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromomethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
t-Butanol (TBA)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
2-Butanone (MEK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
n-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
sec-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
tert-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Disulfide	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Tetrachloride	<0.025	0.025	0.050	µg/L	<25	25	50	µg/m3	1.0	EPA 8260B	01/28/14		
Chlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloromethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
2-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromoethane (EDB)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromo-3-Chloropropane	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromomethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 008 <b>SV-4</b> Date & Time Sampled: 01/28/14 @ 11:5													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,3-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,4-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dichlorodifluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Diisopropyl Ether (DiPE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethylbenzene	<b>0.056</b>	0.05	0.10	µg/L	<b>56</b>	50	100	µg/m3	J 1.0	EPA 8260B	01/28/14		
Ethyl-t-Butyl Ether (EtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Hexachlorobutadiene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2-Hexanone	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Isopropylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Isopropyltoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Methylene Chloride	<1.0	1	2.0	µg/L	<1,000	1,000	2,000	µg/m3	1.0	EPA 8260B	01/28/14		
4-Methyl-2-Pentanone (MIBK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Methyl-t-butyl Ether (MtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Naphthalene	<0.032	0.032	0.050	µg/L	<32	32	50	µg/m3	1.0	EPA 8260B	01/28/14		
n-Propylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Styrene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 008 <b>SV-4</b> Date & Time Sampled: 01/28/14 @ 11:5													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,1,1,2-Tetrachloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
1,1,2,2-Tetrachloroethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3		1.0	EPA 8260B	01/28/14	
Tetrachloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
Toluene	<b>0.055</b>	0.05	0.10	µg/L	<b>55</b>	50	100	µg/m3	J	1.0	EPA 8260B	01/28/14	
1,2,3-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
1,2,4-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
1,1,1-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
1,1,2-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
Trichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
1,2,3-Trichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
Trichlorofluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
Trichlorotrifluoroethane	<0.20	0.2	0.20	µg/L	<200	200	200	µg/m3		1.0	EPA 8260B	01/28/14	
1,2,4-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
1,3,5-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
Vinyl Chloride	<0.013	0.013	0.050	µg/L	<13	13	50	µg/m3		1.0	EPA 8260B	01/28/14	
m,p-Xylenes	<b>0.18</b>	0.1	0.20	µg/L	<b>180</b>	100	200	µg/m3	J	1.0	EPA 8260B	01/28/14	
o-Xylene	<b>0.064</b>	0.05	0.10	µg/L	<b>64</b>	50	100	µg/m3	J	1.0	EPA 8260B	01/28/14	
[VOC Vapor Sampling Tracer]													
Isopropanol (IPA)	<10	10	10	µg/L	<10,000	10,000	10,000	µg/m3		1.0	EPA 8260B	01/28/14	
[VOC Surrogates]													
Dibromofluoromethane	106		70-130	%REC						1.0	EPA 8260B	01/28/14	
Toluene-D8	108		70-130	%REC						1.0	EPA 8260B	01/28/14	
Bromofluorobenzene	100		70-130	%REC						1.0	EPA 8260B	01/28/14	
[TPH Gasoline by GCMS ]													
C4-C12	<b>24</b>	5	10	µg/L	<b>24,000</b>	5,000	10,000	µg/m3		0.10	CA LUFT	01/28/14	

Sample: 009 **SV-4 DUP**  
Sample Matrix: **Soil Vapor**

Date & Time Sampled: 01/28/14 @ 11:5

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 009 SV-4 DUP													Date & Time Sampled: 01/28/14 @ 11:5
Sample Matrix: Soil Vapor													
Purge Volume Sampled: 3													
[VOCs by GCMS]													
Acetone	<5.0	5	10	µg/L	<5,000	5,000	10,000	µg/m3	1.0		EPA 8260B	01/28/14	
t-Amyl Methyl Ether (TAME)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Benzene	<0.036	0.036	0.050	µg/L	<36	36	50	µg/m3	1.0		EPA 8260B	01/28/14	
Bromobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromodichloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromoform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromomethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0		EPA 8260B	01/28/14	
t-Butanol (TBA)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
2-Butanone (MEK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
n-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
sec-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
tert-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Carbon Disulfide	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
Carbon Tetrachloride	<0.025	0.025	0.050	µg/L	<25	25	50	µg/m3	1.0		EPA 8260B	01/28/14	
Chlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Chloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Chloroform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Chloromethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0		EPA 8260B	01/28/14	
2-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
4-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Dibromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,2-Dibromoethane (EDB)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,2-Dibromo-3-Chloropropane	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
Dibromomethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,2-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,3-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	

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Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 009 SV-4 DUP												Date & Time Sampled:	01/28/14 @ 11:5
Sample Matrix: Soil Vapor													
Purge Volume Sampled: 3													
.....continued													
1,4-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dichlorodifluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Diisopropyl Ether (DIPE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethylbenzene	<b>0.089</b>	0.05	0.10	µg/L	<b>89</b>	50	100	µg/m3	J 1.0	EPA 8260B	01/28/14		
Ethyl-t-Butyl Ether (EtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Hexachlorobutadiene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2-Hexanone	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Isopropylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Isopropyltoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Methylene Chloride	<1.0	1	2.0	µg/L	<1,000	1,000	2,000	µg/m3	1.0	EPA 8260B	01/28/14		
4-Methyl-2-Pentanone (MIBK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Methyl-t-butyl Ether (MtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Naphthalene	<0.032	0.032	0.050	µg/L	<32	32	50	µg/m3	1.0	EPA 8260B	01/28/14		
n-Propylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Styrene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1,2-Tetrachloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 009 <b>SV-4 DUP</b> Date & Time Sampled: 01/28/14 @ 11:5													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,1,2,2-Tetrachloroethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3		1.0	EPA 8260B	01/28/14	
Tetrachloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
Toluene	<b>0.063</b>	0.05	0.10	µg/L	<b>63</b>	50	100	µg/m3	J	1.0	EPA 8260B	01/28/14	
1,2,3-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
1,2,4-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
1,1,1-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
1,1,2-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
Trichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
1,2,3-Trichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
Trichlorofluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
Trichlorotrifluoroethane	<0.20	0.2	0.20	µg/L	<200	200	200	µg/m3		1.0	EPA 8260B	01/28/14	
1,2,4-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
1,3,5-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
Vinyl Chloride	<0.013	0.013	0.050	µg/L	<13	13	50	µg/m3		1.0	EPA 8260B	01/28/14	
m,p-Xylenes	<b>0.31</b>	0.1	0.20	µg/L	<b>310</b>	100	200	µg/m3		1.0	EPA 8260B	01/28/14	
o-Xylene	<b>0.12</b>	0.05	0.10	µg/L	<b>120</b>	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
[VOC Vapor Sampling Tracer]													
Isopropanol (IPA)	<10	10	10	µg/L	<10,000	10,000	10,000	µg/m3		1.0	EPA 8260B	01/28/14	
[VOC Surrogates]													
Dibromofluoromethane	110		70-130	%REC						1.0	EPA 8260B	01/28/14	
Toluene-D8	109		70-130	%REC						1.0	EPA 8260B	01/28/14	
Bromofluorobenzene	98		70-130	%REC						1.0	EPA 8260B	01/28/14	
[TPH Gasoline by GCMS ]													
C4-C12	<b>28</b>	5	10	µg/L	<b>28,000</b>	5,000	10,000	µg/m3		0.10	CA LUFT	01/28/14	

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Respectfully Submitted:

Ken Zheng - President

### QUALIFIERS

- B = Detected in the associated Method Blank at a concentration above the routine RL
- B1= BOD blank is over specifications . The reported result may be biased high.
- D = Surrogate recoveries are not calculated due to sample dilution
- E = Estimated value
- H = Analyte was prepared and/or analyzed outside of the analytical method holding time
- I = Matrix Interference
- J = Analyte concentration detected between RL and MDL

### ABBREVIATIONS

- DF = Dilution Factor
- RL = Reporting Limit
- MDL = Method Detection Limit
- Qual = Qualifier
- Tech = Technician

*As regulatory limits change frequently, Microbac advises the recipient of this report to confirm such limits with the appropriate federal, state, or local authorities before acting in reliance on the regulatory limits provided.*

*For any feedback concerning our services, please contact Marilu Escher, Project Manager at 951.779.0310. You may also contact Ken Zheng, President at arlab@arlaboratories.com.*

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## QUALITY CONTROL DATA REPORT

**E EI**  
**BRIAN BRENNAN**  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

**1401-00141**

**Date Reported** 01/30/2014  
**Date Received** 01/28/2014  
**Date Sampled** 01/28/2014  
**Invoice No.** 71282  
**Customer #** 1712  
**Customer P.O.**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Method #		CA LUFT							
<b>QC Reference #</b>	41998	<b>Date Analyzed:</b> 1/28/2014						<b>Technician:</b> HXE	
<b>Samples</b>	001 002 003 004 005 006 007 008 009								
<b>Results</b>	LCS %REC								
C4-C12	111								
<b>Control Ranges</b>		LCS %REC							
		70 - 130							

Method #		EPA 8260B							
<b>QC Reference #</b>	41997	<b>Date Analyzed:</b> 1/28/2014						<b>Technician:</b> HXE	
<b>Samples</b>	001 002 003 004 005 006 007 008 009								
<b>Results</b>	LCS %REC	BLKSRR% REC							
1,1-Dichloroethene	89							70 - 130	
Benzene	95							70 - 130	
Bromofluorobenzene		100						70 - 130	
Chlorobenzene	103							70 - 130	
Dibromofluoromethan		107						70 - 130	
Toluene	107							70 - 130	
Toluene-D8		107						70 - 130	
Trichloroethene	96							70 - 130	

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## QUALITY CONTROL DATA REPORT

1401-00141

EEL  
BRIAN BRENNAN

Date Reported 01/30/2014  
Date Received 01/28/2014  
Date Sampled 01/28/2014

Project: 25165 Cottonwood Ave., Moreno Valley

### Method blank results

Ref	Test Name	Result	Qualif	Units	MDL	Ref	Test Name	Result	Qualif	Units	MDL
41997	Acetone	<5.0		µg/L	5.0		Isopropylbenzene	<0.050		µg/L	0.050
	t-Amyl Methyl Ether (TAME)	<0.050		µg/L	0.050		4-Isopropyltoluene	<0.050		µg/L	0.050
	Benzene	<0.036		µg/L	0.036		Methylene Chloride	<1.0		µg/L	1.0
	Bromobenzene	<0.050		µg/L	0.050		4-Methyl-2-Pentanone (MIBK)	<0.50		µg/L	0.50
	Bromochloromethane	<0.050		µg/L	0.050		Methyl-t-butyl Ether (MtBE)	<0.050		µg/L	0.050
	Bromodichloromethane	<0.050		µg/L	0.050		Naphthalene	<0.032		µg/L	0.032
	Bromoform	<0.050		µg/L	0.050		n-Propylbenzene	<0.050		µg/L	0.050
	Bromomethane	<0.10		µg/L	0.10		Styrene	<0.050		µg/L	0.050
	t-Butanol (TBA)	<0.50		µg/L	0.50		1,1,1,2-Tetrachloroethane	<0.050		µg/L	0.050
	2-Butanone (MEK)	<0.50		µg/L	0.50		1,1,2,2-Tetrachloroethane	<0.10		µg/L	0.10
	n-Butylbenzene	<0.050		µg/L	0.050		Tetrachloroethene	<0.050		µg/L	0.050
	sec-Butylbenzene	<0.050		µg/L	0.050		Toluene	<0.050		µg/L	0.050
	tert-Butylbenzene	<0.050		µg/L	0.050		1,2,3-Trichlorobenzene	<0.050		µg/L	0.050
	Carbon Disulfide	<0.50		µg/L	0.50		1,2,4-Trichlorobenzene	<0.050		µg/L	0.050
	Carbon Tetrachloride	<0.025		µg/L	0.025		1,1,1-Trichloroethane	<0.050		µg/L	0.050
	Chlorobenzene	<0.050		µg/L	0.050		1,1,2-Trichloroethane	<0.050		µg/L	0.050
	Chloroethane	<0.050		µg/L	0.050		Trichloroethene	<0.050		µg/L	0.050
	Chloroform	<0.050		µg/L	0.050		1,2,3-Trichloropropane	<0.050		µg/L	0.050
	Chloromethane	<0.10		µg/L	0.10		Trichlorofluoromethane	<0.050		µg/L	0.050
	2-Chlorotoluene	<0.050		µg/L	0.050		Trichlorotrifluoroethane	<0.20		µg/L	0.20
	4-Chlorotoluene	<0.050		µg/L	0.050		1,2,4-Trimethylbenzene	<0.050		µg/L	0.050
	Dibromochloromethane	<0.050		µg/L	0.050		1,3,5-Trimethylbenzene	<0.050		µg/L	0.050
	1,2-Dibromoethane (EDB)	<0.050		µg/L	0.050		Vinyl Chloride	<0.013		µg/L	0.013
	1,2-Dibromo-3-Chloropropane	<0.50		µg/L	0.50		m,p-Xylenes	<0.10		µg/L	0.10
	Dibromomethane	<0.050		µg/L	0.050		o-Xylene	<0.050		µg/L	0.050
	1,2-Dichlorobenzene	<0.050		µg/L	0.050		Isopropanol (IPA)	<10		µg/L	10
	1,3-Dichlorobenzene	<0.050		µg/L	0.050	41998	C4-C12	<50		µg/L	50
	1,4-Dichlorobenzene	<0.050		µg/L	0.050						
	Dichlorodifluoromethane	<0.050		µg/L	0.050						
	1,1-Dichloroethane	<0.050		µg/L	0.050						
	1,2-Dichloroethane	<0.050		µg/L	0.050						
	1,1-Dichloroethene	<0.050		µg/L	0.050						
	cis-1,2-Dichloroethene	<0.050		µg/L	0.050						
	trans-1,2-Dichloroethene	<0.050		µg/L	0.050						
	1,2-Dichloropropane	<0.050		µg/L	0.050						
	1,3-Dichloropropane	<0.050		µg/L	0.050						
	2,2-Dichloropropane	<0.050		µg/L	0.050						
	1,1-Dichloropropene	<0.050		µg/L	0.050						
	cis-1,3-Dichloropropene	<0.050		µg/L	0.050						
	trans-1,3-Dichloropropene	<0.050		µg/L	0.050						
	Diisopropyl Ether (DiPE)	<0.050		µg/L	0.050						
	Ethylbenzene	<0.050		µg/L	0.050						
	Ethyl-t-Butyl Ether (EtBE)	<0.050		µg/L	0.050						
	Hexachlorobutadiene	<0.050		µg/L	0.050						
	2-Hexanone	<0.50		µg/L	0.50						

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## QUALITY CONTROL DATA REPORT

EEI  
BRIAN BRENNAN

1401-00141

Date Reported	01/30/2014
Date Received	01/28/2014
Date Sampled	01/28/2014

Project: 25165 Cottonwood Ave., Moreno Valley

Respectfully Submitted:

Ken Zheng - President

For any feedback concerning our services, please contact Marilu Escher, Project Manager at 951.779.0310. You may also contact Ken Zheng, President at arlab@arlaboratories.com.

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Chain of Custody Record

1401 - 141

Page 1 of 1

Form containing project details, analysis requested table, and signature sections. Includes fields for Project No/Name, Project Site (Moreno Valley), Project Manager, Customer Name (EEI), and a table with columns for Lab #, Sample ID, Date, Time, Sample matrix, Container # & Type, and various chemical analysis tests. Includes signature lines for Relinquished and Received by, and checkboxes for sample handling and report formats.

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The delivery of samples and the signature on this chain of custody form constitutes authorization to perform the analyses specified above under the Terms and Conditions set forth on the back hereof.



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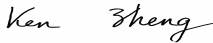
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## CASE NARRATIVE

Authorized Signature Name / Title (print)	Ken Zheng, President
Signature / Date	 Ken Zheng, President 02/03/2014 9:45:57
Laboratory Job No. (Certificate of Analysis No.)	1401-00142
Project Name / No.	25165 Cottonwood Ave., Moreno Valley
Dates Sampled (from/to)	01/28/14 To 01/28/14
Dates Received (from/to)	01/28/14 To 01/28/14
Dates Reported (from/to)	02/03/14 To 2/3/2014
Chains of Custody Received	Yes

Comments:

Subcontracting  
 Organic Analyses  
 No analyses sub-contracted

Sample Condition(s)  
 All samples intact

Positive Results (Organic Compounds)

Sample	Analyte	Result	Qual	Units	RL	Sample	Analyte	Result	Qual	Units	RL
--------	---------	--------	------	-------	----	--------	---------	--------	------	-------	----

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## CERTIFICATE OF ANALYSIS

**1401-00142**

**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 02/03/14  
Date Received 01/28/14  
Invoice No. 71283  
Cust # 1712  
Permit Number  
Customer P.O.

Analysis	Result	Qual	Units	Method	DF	RL	Date	Te
Sample: 001 B-1 10'							Date & Time Sampled: 01/28/14 @ 10:1	
Sample Matrix: Soil								
[TPH Gasoline (C4-C12)]								
Closed System P&T TPHg Soil	Complete			EPA 5035	1		01/28/14	H
C4-C12	<0.20		mg/Kg	CA LUFT	1	0.20	01/28/14	H
[VOCs by GCMS]								
Closed System P&T VOC Soil	Complete			EPA 5035	1		01/28/14	H
Acetone	<0.10		mg/Kg	EPA 8260B	1	0.10	01/28/14	H
t-Amyl Methyl Ether (TAME)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Benzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Bromobenzene	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Bromochloromethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Bromodichloromethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Bromoform	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Bromomethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
t-Butanol (TBA)	<0.020		mg/Kg	EPA 8260B	1	0.020	01/28/14	H
2-Butanone (MEK)	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
n-Butylbenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
sec-Butylbenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
tert-Butylbenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Carbon Disulfide	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Carbon Tetrachloride	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Chlorobenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Chloroethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Chloroform	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Chloromethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
2-Chlorotoluene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
4-Chlorotoluene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Dibromochloromethane	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2-Dibromoethane (EDB)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2-Dibromo-3-Chloropropane	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Dibromomethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2-Dichlorobenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF

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## CERTIFICATE OF ANALYSIS

**1401-00142**

**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 02/03/14  
 Date Received 01/28/14  
 Invoice No. 71283  
 Cust # 1712  
 Permit Number  
 Customer P.O.

Analysis	Result	Qual	Units	Method	DF	RL	Date	Te
Sample: 001 B-1 10'							Date & Time Sampled: 01/28/14 @ 10:1	
Sample Matrix: Soil								
.....continued								
1,3-Dichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,4-Dichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Dichlorodifluoromethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
1,1-Dichloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2-Dichloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1-Dichloroethene	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
cis-1,2-Dichloroethene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
trans-1,2-Dichloroethene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2-Dichloropropane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,3-Dichloropropane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
2,2-Dichloropropane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1-Dichloropropene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
cis-1,3-Dichloropropene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
trans-1,3-Dichloropropene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Diisopropyl Ether (DIPE)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Ethylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Ethyl-t-Butyl Ether (EtBE)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Hexachlorobutadiene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
2-Hexanone	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Isopropylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
4-Isopropyltoluene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Methylene Chloride	<0.050		mg/Kg	EPA 8260B	1	0.050	01/28/14	H
4-Methyl-2-Pentanone (MIBK)	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Methyl-t-butyl Ether (MtBE)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Naphthalene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
n-Propylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Styrene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1,1,2-Tetrachloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1,2,2-Tetrachloroethane	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Tetrachloroethene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H

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## CERTIFICATE OF ANALYSIS

**1401-00142**

**EEl**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 02/03/14  
Date Received 01/28/14  
Invoice No. 71283  
Cust # 1712  
Permit Number  
Customer P.O.

Analysis	Result	Qual	Units	Method	DF	RL	Date	Te
Sample: 001 B-1 10'	Date & Time Sampled: 01/28/14 @ 10:1							
Sample Matrix: Soil								
.....continued								
Toluene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2,3-Trichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2,4-Trichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,1,1-Trichloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1,2-Trichloroethane	<0.0030		mg/Kg	EPA 8260B	1	0.0030	01/28/14	H
Trichloroethene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2,3-Trichloropropane	<0.0030		mg/Kg	EPA 8260B	1	0.0030	01/28/14	H
Trichlorofluoromethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Trichlorotrifluoroethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
1,2,4-Trimethylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,3,5-Trimethylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Vinyl Chloride	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
m,p-Xylenes	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
o-Xylene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
[VOC Surrogates]								
Dibromofluoromethane	99		%REC	EPA 8260B		70-130	01/28/14	H
Toluene-D8	108		%REC	EPA 8260B		70-130	01/28/14	H
Bromofluorobenzene	93		%REC	EPA 8260B		70-130	01/28/14	H
[Extractable Hydrocarbons]								
Waste Dilution	Complete			EPA 3580	1		01/31/14	K
C13-C22	<10		mg/Kg	EPA 8015B	1	10	02/01/14	K
C23-C40	<20		mg/Kg	EPA 8015B	1	20	02/01/14	K
[Surrogate]								
o-Terphenyl (OTP)	90		%REC	EPA 8015B		50-150	02/01/14	K

Sample: 002 B-1 20'	Date & Time Sampled: 01/28/14 @ 10:2							
Sample Matrix: Soil								
[TPH Gasoline (C4-C12)]								
Closed System P&T TPHg Soil	Complete			EPA 5035	1		01/28/14	H
C4-C12	<0.20		mg/Kg	CA LUFT	1	0.20	01/28/14	H
[VOCs by GCMS]								

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## CERTIFICATE OF ANALYSIS

**1401-00142**

**EEL**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 02/03/14  
Date Received 01/28/14  
Invoice No. 71283  
Cust # 1712  
Permit Number  
Customer P.O.

Analysis	Result	Qual	Units	Method	DF	RL	Date	Te
Sample: 002 B-1 20'							Date & Time Sampled: 01/28/14 @ 10:2	
Sample Matrix: Soil								
.....continued								
Closed System P&T VOC Soil	Complete			EPA 5035	1		01/28/14	H
Acetone	<0.10		mg/Kg	EPA 8260B	1	0.10	01/28/14	H
t-Amyl Methyl Ether (TAME)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Benzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Bromobenzene	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Bromochloromethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Bromodichloromethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Bromoform	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Bromomethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
t-Butanol (TBA)	<0.020		mg/Kg	EPA 8260B	1	0.020	01/28/14	H
2-Butanone (MEK)	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
n-Butylbenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
sec-Butylbenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
tert-Butylbenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Carbon Disulfide	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Carbon Tetrachloride	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Chlorobenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Chloroethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Chloroform	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Chloromethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
2-Chlorotoluene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
4-Chlorotoluene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Dibromochloromethane	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2-Dibromoethane (EDB)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2-Dibromo-3-Chloropropane	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Dibromomethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2-Dichlorobenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,3-Dichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,4-Dichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Dichlorodifluoromethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H

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## CERTIFICATE OF ANALYSIS

**1401-00142**

**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 02/03/14  
Date Received 01/28/14  
Invoice No. 71283  
Cust # 1712  
Permit Number  
Customer P.O.

Analysis	Result	Qual	Units	Method	DF	RL	Date	Te
Sample: 002 B-1 20'							Date & Time Sampled: 01/28/14 @ 10:2	
Sample Matrix: Soil								
.....continued								
1,1-Dichloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2-Dichloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1-Dichloroethene	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
cis-1,2-Dichloroethene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
trans-1,2-Dichloroethene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2-Dichloropropane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,3-Dichloropropane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
2,2-Dichloropropane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1-Dichloropropene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
cis-1,3-Dichloropropene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
trans-1,3-Dichloropropene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Diisopropyl Ether (DIPE)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Ethylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Ethyl-t-Butyl Ether (EtBE)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Hexachlorobutadiene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
2-Hexanone	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Isopropylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
4-Isopropyltoluene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Methylene Chloride	<0.050		mg/Kg	EPA 8260B	1	0.050	01/28/14	H
4-Methyl-2-Pentanone (MIBK)	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Methyl-t-butyl Ether (MtBE)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Naphthalene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
n-Propylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Styrene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1,1,2-Tetrachloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1,2,2-Tetrachloroethane	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Tetrachloroethene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Toluene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2,3-Trichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2,4-Trichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H

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## CERTIFICATE OF ANALYSIS

**1401-00142**

**EEl**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 02/03/14  
Date Received 01/28/14  
Invoice No. 71283  
Cust # 1712  
Permit Number  
Customer P.O.

Analysis	Result	Qual	Units	Method	DF	RL	Date	Te
Sample: 002 B-1 20'								Date & Time Sampled: 01/28/14 @ 10:2
Sample Matrix: Soil								
.....continued								
1,1,1-Trichloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1,2-Trichloroethane	<0.0030		mg/Kg	EPA 8260B	1	0.0030	01/28/14	H
Trichloroethene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2,3-Trichloropropane	<0.0030		mg/Kg	EPA 8260B	1	0.0030	01/28/14	H
Trichlorofluoromethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Trichlorotrifluoroethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
1,2,4-Trimethylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,3,5-Trimethylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Vinyl Chloride	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
m,p-Xylenes	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
o-Xylene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
[VOC Surrogates]								
Dibromofluoromethane	104		%REC	EPA 8260B		70-130	01/28/14	H
Toluene-D8	107		%REC	EPA 8260B		70-130	01/28/14	H
Bromofluorobenzene	95		%REC	EPA 8260B		70-130	01/28/14	H
[Extractable Hydrocarbons]								
Waste Dilution	Complete			EPA 3580	1		01/31/14	K
C13-C22	<10		mg/Kg	EPA 8015B	1	10	02/01/14	K
C23-C40	<20		mg/Kg	EPA 8015B	1	20	02/01/14	K
[Surrogate]								
o-Terphenyl (OTP)	89		%REC	EPA 8015B		50-150	02/01/14	K
Sample: 003 B-1 28'								Date & Time Sampled: 01/28/14 @ 10:3
Sample Matrix: Soil								
[TPH Gasoline (C4-C12)]								
Closed System P&T TPHg Soil	Complete			EPA 5035	1		01/28/14	H
C4-C12	<0.20		mg/Kg	CA LUFT	1	0.20	01/28/14	H
[VOCs by GCMS]								
Closed System P&T VOC Soil	Complete			EPA 5035	1		01/28/14	H
Acetone	<0.10		mg/Kg	EPA 8260B	1	0.10	01/28/14	H
t-Amyl Methyl Ether (TAME)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H

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LA City#	10261
ELAP#s	2789
	2790
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## CERTIFICATE OF ANALYSIS

**1401-00142**

**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 02/03/14  
Date Received 01/28/14  
Invoice No. 71283  
Cust # 1712  
Permit Number  
Customer P.O.

Analysis	Result	Qual	Units	Method	DF	RL	Date	Te
Sample: 003 B-1 28'							Date & Time Sampled: 01/28/14 @ 10:3	
Sample Matrix: Soil								
.....continued								
Benzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Bromobenzene	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Bromochloromethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Bromodichloromethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Bromoform	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Bromomethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
t-Butanol (TBA)	<0.020		mg/Kg	EPA 8260B	1	0.020	01/28/14	H
2-Butanone (MEK)	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
n-Butylbenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
sec-Butylbenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
tert-Butylbenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Carbon Disulfide	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Carbon Tetrachloride	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Chlorobenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Chloroethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Chloroform	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Chloromethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
2-Chlorotoluene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
4-Chlorotoluene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Dibromochloromethane	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2-Dibromoethane (EDB)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2-Dibromo-3-Chloropropane	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Dibromomethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2-Dichlorobenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,3-Dichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,4-Dichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Dichlorodifluoromethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
1,1-Dichloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2-Dichloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1-Dichloroethene	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H

The data and information on this, and other accompanying documents, represent only the sample(s) analyzed and is rendered upon condition that it is not to be reproduced, wholly or in part, for advertising or other purposes without approval from the laboratory.

USDA-EPA-NIOSH Testing Food Sanitation Consulting Chemical and Microbiological Analyses and Research



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## CERTIFICATE OF ANALYSIS

**1401-00142**

**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 02/03/14  
Date Received 01/28/14  
Invoice No. 71283  
Cust # 1712  
Permit Number  
Customer P.O.

Analysis	Result	Qual	Units	Method	DF	RL	Date	Te
Sample: 003 B-1 28'							Date & Time Sampled: 01/28/14 @ 10:3	
Sample Matrix: Soil								
.....continued								
cis-1,2-Dichloroethene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
trans-1,2-Dichloroethene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2-Dichloropropane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,3-Dichloropropane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
2,2-Dichloropropane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1-Dichloropropene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
cis-1,3-Dichloropropene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
trans-1,3-Dichloropropene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Diisopropyl Ether (DIPE)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Ethylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Ethyl-t-Butyl Ether (EtBE)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Hexachlorobutadiene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
2-Hexanone	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Isopropylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
4-Isopropyltoluene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Methylene Chloride	<0.050		mg/Kg	EPA 8260B	1	0.050	01/28/14	H
4-Methyl-2-Pentanone (MIBK)	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Methyl-t-butyl Ether (MtBE)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Naphthalene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
n-Propylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Styrene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1,1,2-Tetrachloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1,2,2-Tetrachloroethane	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Tetrachloroethene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Toluene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2,3-Trichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2,4-Trichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,1,1-Trichloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1,2-Trichloroethane	<0.0030		mg/Kg	EPA 8260B	1	0.0030	01/28/14	H
Trichloroethene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H

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## CERTIFICATE OF ANALYSIS

**1401-00142**

**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 02/03/14  
Date Received 01/28/14  
Invoice No. 71283  
Cust # 1712  
Permit Number  
Customer P.O.

Analysis	Result	Qual	Units	Method	DF	RL	Date	Te
Sample: 003 B-1 28'							Date & Time Sampled: 01/28/14 @ 10:3	
Sample Matrix: Soil								
.....continued								
1,2,3-Trichloropropane	<0.0030		mg/Kg	EPA 8260B	1	0.0030	01/28/14	H
Trichlorofluoromethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Trichlorotrifluoroethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
1,2,4-Trimethylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,3,5-Trimethylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Vinyl Chloride	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
m,p-Xylenes	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
o-Xylene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
[VOC Surrogates]								
Dibromofluoromethane	101		%REC	EPA 8260B		70-130	01/28/14	H
Toluene-D8	108		%REC	EPA 8260B		70-130	01/28/14	H
Bromofluorobenzene	94		%REC	EPA 8260B		70-130	01/28/14	H
[Extractable Hydrocarbons]								
Waste Dilution	Complete			EPA 3580	1		01/31/14	K
C13-C22	<10		mg/Kg	EPA 8015B	1	10	02/01/14	K
C23-C40	<20		mg/Kg	EPA 8015B	1	20	02/01/14	K
[Surrogate]								
o-Terphenyl (OTP)	90		%REC	EPA 8015B		50-150	02/01/14	K

Respectfully Submitted:

*Ken Zheng*

Ken Zheng - Lab Director

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### QUALIFIERS

- B = Detected in the associated Method Blank at a concentration above the routine RL.
- B1 = BOD dilution water is over specifications . The reported result may be biased high.
- D = Surrogate recoveries are not calculated due to sample dilution.
- E = Estimated value; Value exceeds calibration level of instrument.
- H = Analyte was prepared and/or analyzed outside of the analytical method holding time
- I = Matrix Interference.
- J = Analyte concentration detected between RL and MDL.
- Q = One or more quality control criteria did not meet specifications. See Comments for further explanation.
- S = Customer provided specification limit exceeded.

### ABBREVIATIONS

- DF = Dilution Factor
- RL = Reporting Limit, Adjusted by DF
- MDL = Method Detection Limit, Adjusted by DF
- Qual = Qualifier
- Tech = Technician

*As regulatory limits change frequently, A & R Laboratories advises the recipient of this report to confirm such limits with the appropriate federal, state, or local authorities before acting in reliance on the regulatory limits provided.*

*For any feedback concerning our services, please contact Marilu Escher, Project Manager at 951.779.0310. You may also contact Ken Zheng, President at arlab@arlaboratories.com.*

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## QUALITY CONTROL DATA REPORT

EEI

1401-00142

**BRIAN BRENNAN**  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

**Date Reported** 02/03/2014  
**Date Received** 01/28/2014  
**Date Sampled** 01/28/2014  
**Invoice No.** 71283  
**Customer #** 1712  
**Customer P.O.**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Method # CA LUFT

QC Reference # 42000 Date Analyzed: 1/28/2014 Technician: HXE

Samples 001 002 003

Results

	LCS %REC	LCS %DUP	LCS %RPD
C4-C12	117	112	4.7

Control Ranges

LCS %REC	LCS %RPD
70 - 130	0 - 25

Method # EPA 8015B

QC Reference # 42031 Date Analyzed: 2/1/2014 Technician: KZ

Samples 001 002 003

Results

	LCS %REC	LCS %DUP	LCS %RPD
C13-C22	92	90	2

Control Ranges

LCS %REC	LCS %RPD
70 - 130	0 - 25

Method # EPA 8260B

QC Reference # 41999 Date Analyzed: 1/28/2014 Technician: HXE

Samples 001 002 003

Results

	LCS %REC	LCS %DUP	LCS %RPD	BLKSRR%R EC
1,1-Dichloroethene	103	113	9.3	
Benzene	100	107	6.3	
Bromofluorobenzene				93
Chlorobenzene	79	86	8.3	
Dibromofluorometha				99
Toluene	95	99	4.2	
Toluene-D8				104
Trichloroethene	95	99	4.1	

Control Ranges

LCS %REC	LCS %RPD	BLKSRR%REC
70 - 130	0 - 25	
70 - 130	0 - 25	
70 - 130	0 - 25	70 - 130
70 - 130	0 - 25	70 - 130
70 - 130	0 - 25	70 - 130
70 - 130	0 - 25	

No method blank results were above reporting limit

Respectfully Submitted:

Ken Zheng - President

For any feedback concerning our services, please contact Marilu Escher, Project Manager at 951.779.0310. You may also contact Ken Zheng, President at arlab@arlaboratories.com.

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**RUSH**

Chain of Custody Record

1401 - 142

Page 1 of 1

Project No/Name:		Project Site: <u>Moreno Valley</u>					Analyses Requested (circle appropriate)										Turn Around						
Project Manager:		Phone:		Fax:			Preserved	Micro: Plate Cnt., Coliform, E-Coli	Chem: BOD, TSS, VSS, TDS, pH, EC	Chem: Cyanide, Ammonia, TKN, Oil & Grease	IC: Br, SO4, PO4, NO3, NO2, Cl	Metals: Title 22(CAM) or RCRA	LUF Gas or 8015 GRO (C4-C12)	LUF Diesel or 8015 DRO &lor Oil (C10-C16)	VOCs by GCMS: 6260E or 624	BTEX, OXYs by GCMS: 8260B or 624	SVOCs: 8270C or 625	Pest. &lor PCBs: 608 or 8081/8082	<input type="radio"/> 24hr RUSH* <input type="radio"/> 48hr RUSH* <input type="radio"/> Normal <input type="radio"/> Other _____				
Customer Name: (Report and Billing) <u>EEI</u>				Street Address: (Report and Billing)															*PRIOR approval, additional fee, work received after 4 pm will be processed next work day.				
Email:				City, State Zip															Special Instructions				
Lab # <small>(Lab use only)</small>	Sample ID <small>(As it should appear on report)</small>	Grab/Comp	Date sampled	Time sampled	Sample matrix	Container # & Type																	
1	B-1 10'	grab	1/28/14	10:15	soil	acetate sleeve						X	X	X									
2	B-1 20'	↓	↓	10:21	↓	↓						X	X	X									
3	B-1 28'	↓	↓	10:36	↓	steel sleeve						X	X	X									
1) Relinquished by: (Sampler's Signature) <i>[Signature]</i>		Date: 1/28/14	Time: 13:00	3) Relinquished by:		Date:	Time:	5) Relinquished by:		Date:	Time:	6) Received for Laboratory by:		Date:	Time:	Disposal							
2) Received by: <i>[Signature]</i>		Date: 1/28/14	Time: 13:07	4) Received by:		Date:	Time:	6) Received for Laboratory by:		Date:	Time:	<input type="radio"/> Return <input type="radio"/> Lab Disposal Unless other arrangements are made samples will be disposed of 60 days after receipt.											
This section is to be completed by laboratory personnel. Samples Chilled: <input type="radio"/> Yes <input type="radio"/> No Custody Seals: <input type="radio"/> Yes <input type="radio"/> No Samples Intact: <input type="radio"/> Yes <input type="radio"/> No Temp C: _____ Delivery: <input type="radio"/> Courier <input type="radio"/> Walk In <input type="radio"/> UPS/Fed Ex Report Delivery Formats: <input type="checkbox"/> Paper <input type="checkbox"/> EMAIL <input type="checkbox"/> XLS <input type="checkbox"/> EDD, Type _____ <input type="checkbox"/> EDF, EPA Site ID _____																							
Laboratory Notes: <b>ADDED PER BRIAN ON RUSH</b> <i>[Signature]</i> 1.31.14																							

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The delivery of samples and the signature on this chain of custody form constitutes authorization to perform the analyses specified above under the Terms and Conditions set forth on the back hereof.



COUNTY OF RIVERSIDE  
**DEPARTMENT OF ENVIRONMENTAL HEALTH**

January 16, 2014

Roman Catholic Bishop of San Bernardino  
Attention: David Meier  
1201 E. Highland Avenue  
San Bernardino, California 92404

RE: Former Underground Storage Tanks (USTs)  
APN 479-200-003  
25165 Cottonwood Avenue  
Moreno Valley, California 92553

Dear Mr. Meier:

The Riverside County Department of Environmental Health-Environmental Cleanup Programs (RCDEH-ECP) has reviewed the *Work Plan for Geophysical Survey and Soil Vapor Sampling* (EEI, December 2, 2013) for the above referenced property. The workplan proposes to use geophysical survey equipment to identify potential USTs, piping, or backfilled excavations. Based on the findings, soil vapor sampling will be conducted in the area of the former USTs, as well as select locations surrounding the garage building, and any potential environmental concerns identified by the geophysical survey. The workplan is acceptable with the following conditions:

- One soil boring shall be completed in the area of the former UST tank cavity to a minimum depth of 30 feet below ground surface (bgs). Soil samples shall be collected from 10, 20 and 30 feet bgs and shall be analyzed for TPH Fuel Scan (C6-C40) using EPA Method 8015M and volatile organic compounds using EPA Method 8260 full scan.
- A RCDEH representative must be on-site to witness sampling activities. Please contact our office a minimum of five days prior to conducting field activities to ensure staff availability.
- As a responsible party, you will be billed at a rate of \$145 per hour for technical staff time spent reviewing documents, issuing letters, visiting the site, and all other associated activities.

If you have any questions or would like to schedule field activities contact Yvonne Reyes at (951) 955-8982 or by email at [ayreyes@rivcocha.org](mailto:ayreyes@rivcocha.org).

Sincerely,



Yvonne Reyes, REHS  
Environmental Health Specialist IV

Reviewed by,



Sharon Boltinghouse, P.G.  
Associate Public Health Professional Geologist

cc: Brian R. Brennan, EEI, [bbrennan@eeitiger.com](mailto:bbrennan@eeitiger.com)

**Environmental Cleanup Programs**

Riverside Office: 3880 Lemon Street, Suite 200, Riverside, CA 92501 (951) 955-8982 Fax (951) 955-8988  
Desert Office: 47950 Arabia Street, Indio CA 92201 (760) 863-7570 Fax (760) 863-8303



COUNTY OF RIVERSIDE  
DEPARTMENT OF ENVIRONMENTAL HEALTH

April 21, 2014

Case# SR0030291

Roman Catholic Bishop of San Bernardino  
Attn: David Meier  
1201 E. Highland Avenue  
San Bernardino, CA 92404

**RE: No Further Action Determination for Assessment conducted at 25165 Cottonwood Avenue in Moreno Valley, California 92553. Assessor Parcel Number: 479-200-003**

Dear Mr. Meier:

This letter confirms the completion of a site investigation for the underground storage tank(s) (USTs) formerly located at the above described location. Under the oversight of the Riverside County Environmental Health Environmental Cleanup Program (RCDEH-ECP), a subsurface investigation was conducted to assess the area of the former undocumented USTs removed in approximately 2011.

The investigation included a geophysical survey, soil vapor sampling, and soil sampling in the former UST area to verify subsurface conditions as regulatory records are not available to document the USTs installation or removal. The investigation did not indicate the presence of additional USTs or impacted soil.

Based on the available data, and with the provision that the information provided to this agency was accurate and representative of site conditions, RCDEH-ECP has determined that the former UST area does not appear to pose a threat to public health or the environment and no further action is necessary with respect to the former USTs at the property.

As with any real property, if previously unidentified contamination is discovered at the site or the site's conditions differ from those presented in the submitted documents, our office shall be notified immediately and additional assessment, investigation and/or cleanup may be required.

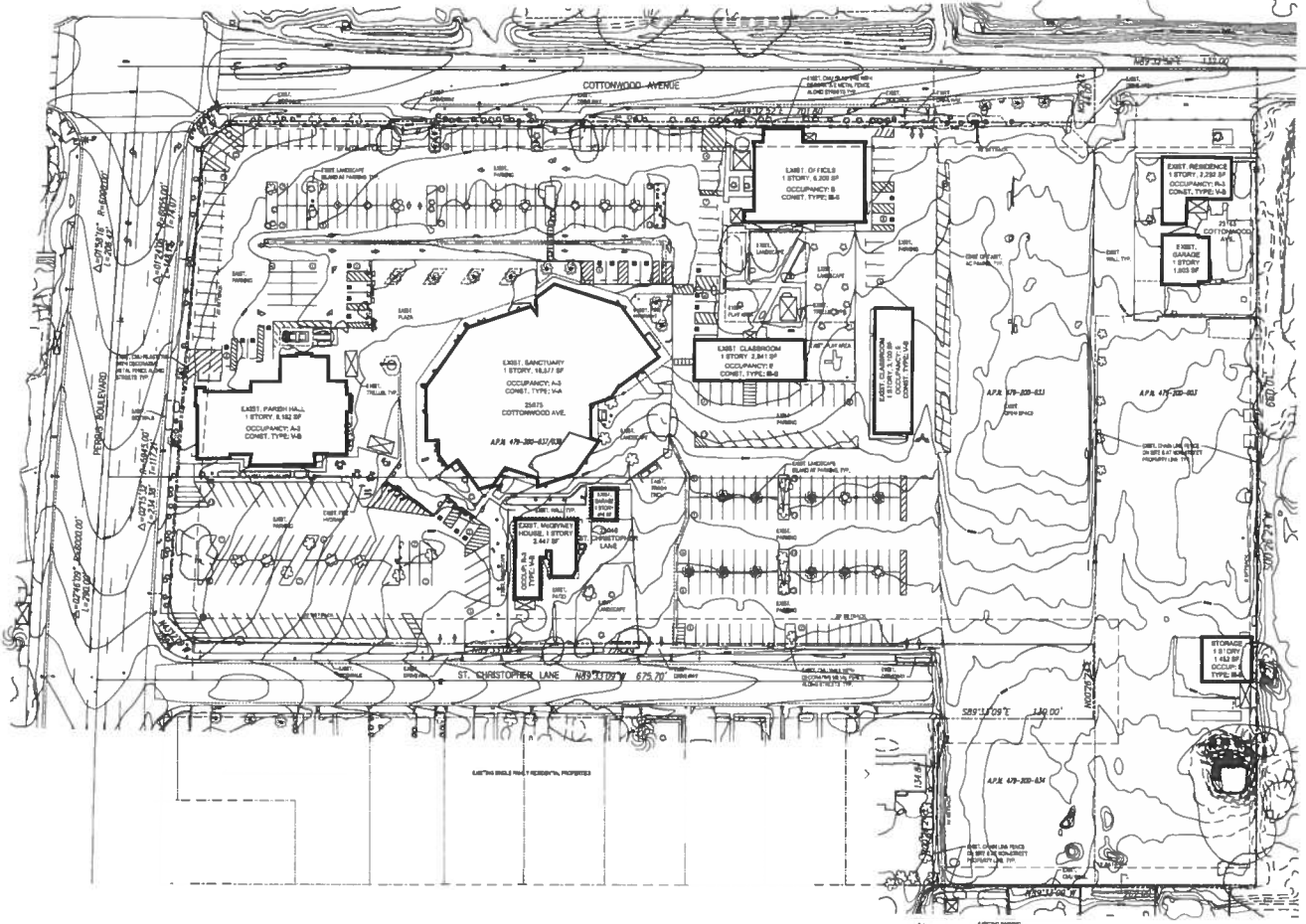
If you have any questions regarding this letter, please contact me at (951) 955-8982 or [sbolting@rivcocha.org](mailto:sbolting@rivcocha.org).

Sincerely,



Sharon Boltinghouse, P.G.  
Associate Public Health Professional Geologist

cc: Brian Brennan, EEI [bbrennan@eetiger.com](mailto:bbrennan@eetiger.com)



SITE PLAN - EXISTING TOPOGRAPHIC SURVEY

ATTACH#D14

1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 3. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 4. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 5. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 6. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 7. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 8. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 9. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 10. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

CASE #P12-051



Land Architecture Inc.  
 1000 North First Street, Suite 100  
 San Diego, California 92101-4000  
 Phone: (619) 594-1100  
 Website: www.landarch.com

**ST. CHRISTOPHER CATHOLIC CHURCH**  
 PARISH MASTER PLAN  
 25075 COTTONWOOD AVENUE, MORENO VALLEY, CA 92553



NO.	DATE	DESCRIPTION
1	01/11/01	PRELIMINARY
2	02/15/01	REVISED
3	03/20/01	REVISED
4	04/25/01	REVISED
5	05/30/01	REVISED
6	06/20/01	REVISED
7	07/15/01	REVISED
8	08/10/01	REVISED
9	09/05/01	REVISED
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98	07/25/05	REVISED
99	08/15/05	REVISED
100	08/25/05	REVISED

SITE PLAN - EXISTING TOPOGRAPHIC SURVEY  
 Project Number: 1011-01  
 Prepared by: BENNETT LORD  
 Date: 10/11/01

AS-1.0



1 VIEW FROM COTTONWOOD AVENUE LOOKING NORTH, PHOTO STRIP



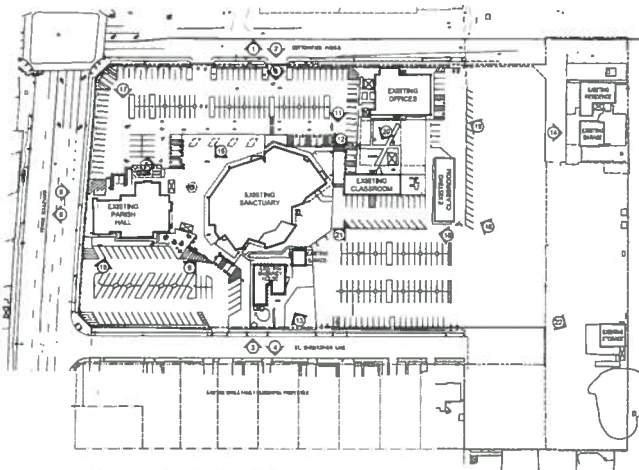
2 VIEW FROM COTTONWOOD AVENUE LOOKING SOUTH, PHOTO STRIP



3



4



SITE PLAN - EXISTING PHOTO SURVEY



5



6



7 VIEW FROM ST. CHRISTOPHER LANE LOOKING NORTH, PHOTO STRIP



8 VIEW FROM ST. CHRISTOPHER LANE LOOKING SOUTH, PHOTO STRIP



ST. CHRISTOPHER CATHOLIC CHURCH  
PARISH MASTER PLAN  
25075 COTTONWOOD AVENUE, MORENO VALLEY, CA 92553

Table with columns for Date, Description, and other details. The table is mostly empty.

Project Number: 0011-101  
Project Name: BENNETT, LORD  
Drawn By: [Name]

AS-1.1



SITE PLAN - EXISTING AERIAL VIEW



**ST. CHRISTOPHER CATHOLIC CHURCH**  
 PARISH MASTER PLAN  
 25075 COTTONWOOD AVENUE, MORENO VALLEY, CA 92553



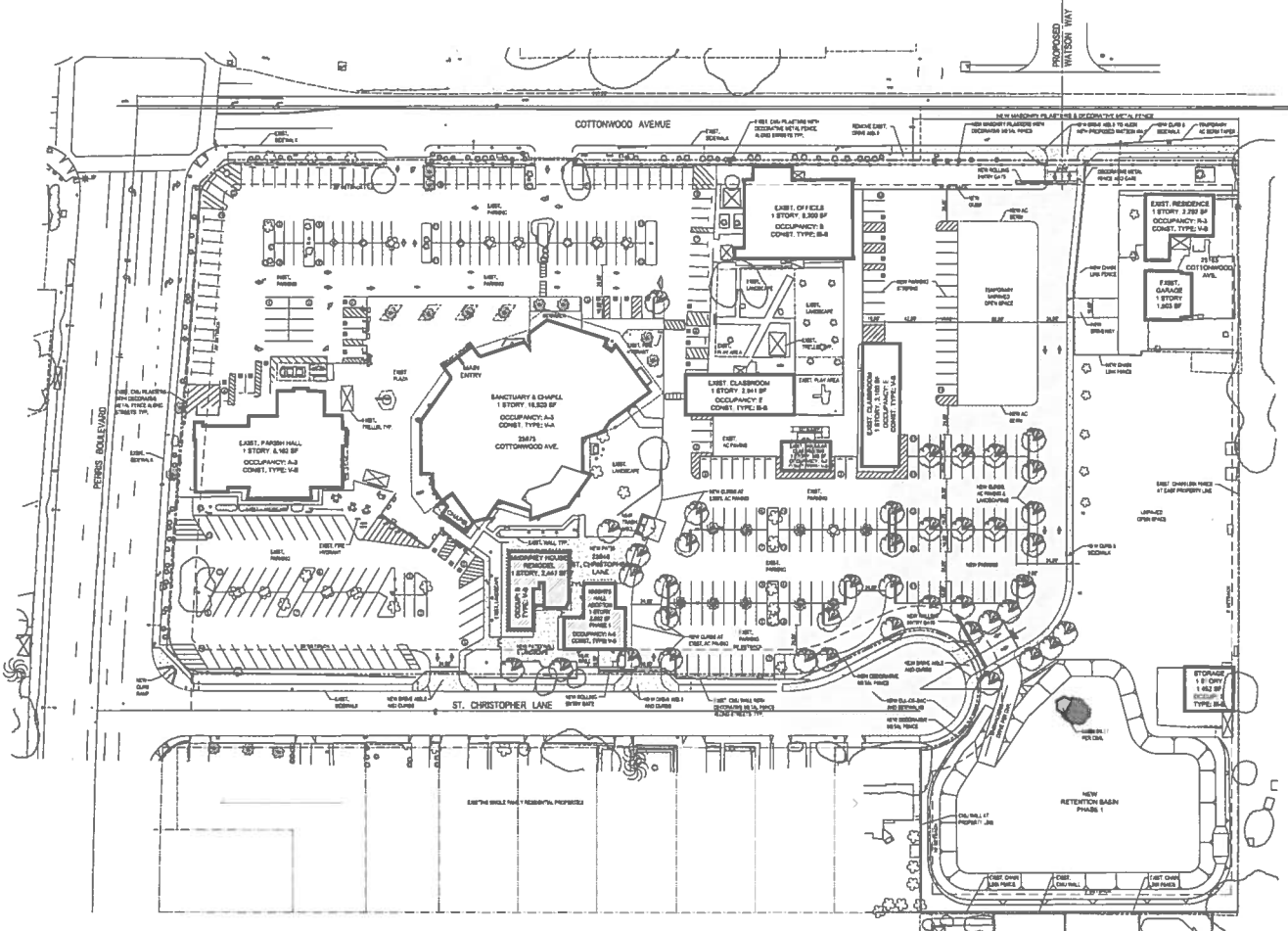
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2	01/11/10	FINAL PLAN
3	01/11/10	AS-BUILT PLAN
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5	01/11/10	AS-BUILT PLAN
6	01/11/10	AS-BUILT PLAN
7	01/11/10	AS-BUILT PLAN
8	01/11/10	AS-BUILT PLAN
9	01/11/10	AS-BUILT PLAN
10	01/11/10	AS-BUILT PLAN

Project Name: **ST. CHRISTOPHER CATHOLIC CHURCH PARISH MASTER PLAN**  
 Project Number: **1011-101**  
 Project Engineer: **BONNETT LORD**

AS-1.2

CASE #P12-051





SITE PLAN - PHASE 1

1. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF MORENO VALLEY ZONING ORDINANCES AND THE CALIFORNIA BUILDING CODE.

CASE #P12-051



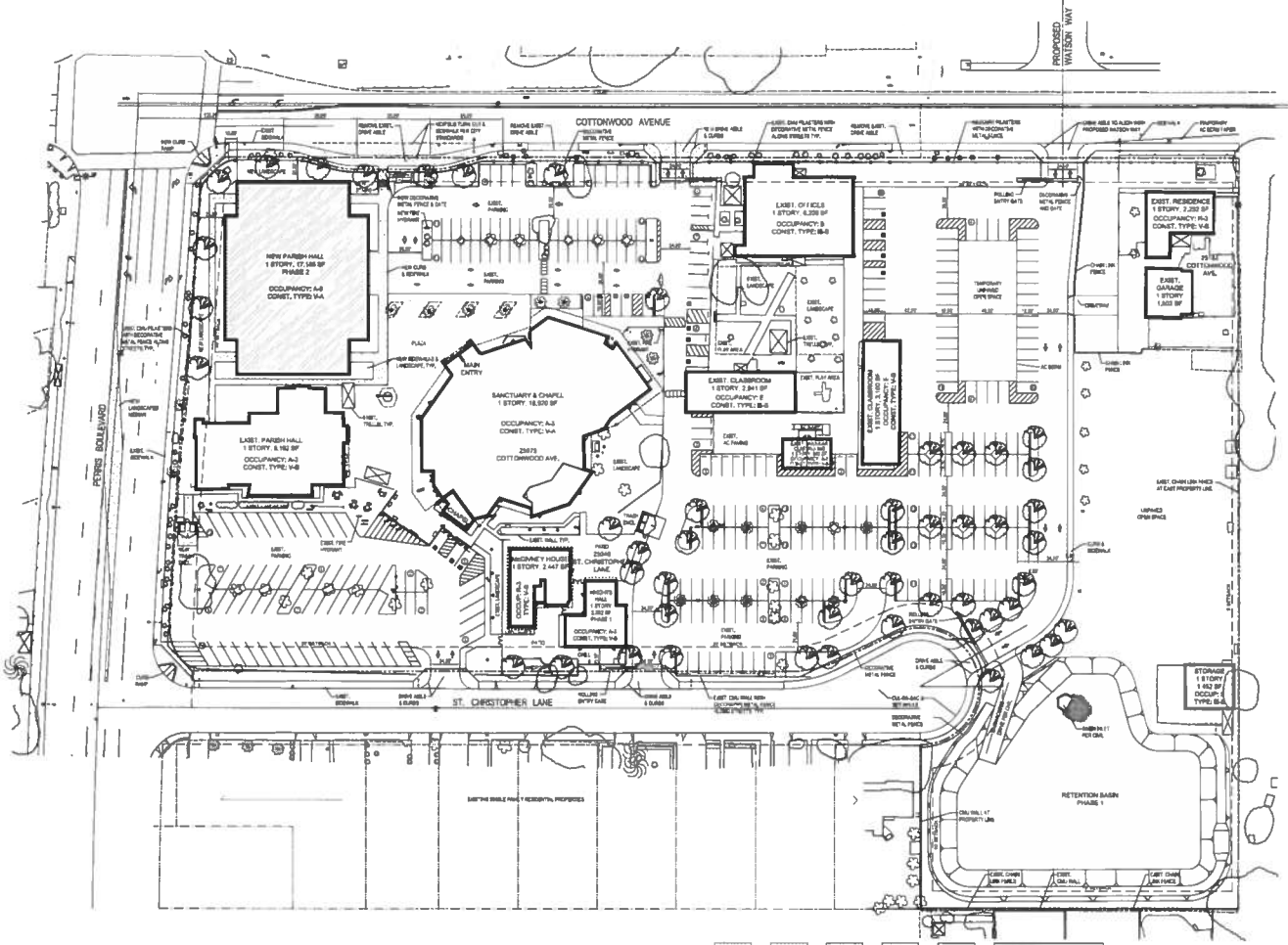
Land Architects Inc.  
 10000 North Tustin, Suite 101  
 Los Alamitos, California 94531  
 949-453-8888

**ST. CHRISTOPHER CATHOLIC CHURCH**  
 PARISH MASTER PLAN  
 25075 COTTONWOOD AVENUE, MORENO VALLEY, CA 92553



Item	Description	Date
1	PRELIMINARY PLAN	10/11/11
2	FINAL PLAN	10/11/11
3	CONSTRUCTION PERMITS	10/11/11
4	CONSTRUCTION	10/11/11
5	COMPLETION	10/11/11

Project Name: **ST. CHRISTOPHER CATHOLIC CHURCH PARISH MASTER PLAN**  
 Project Number: **AS-1.3**  
 Prepared by: **BONNETT/LORD**  
 Date: **10/11/11**



SITE PLAN - PHASE 2  
17-253

NEW BUILDING  
 NEW AC FINISH  
 NEW EXISTING FINISH  
 EXIST. TRUCK & SERVICE  
 NEW TREE

THESE SPACES ARE SHOWN AS RESERVED BY SPACES RESERVED FOR THE SANCTUARY ASSEMBLY. THESE SPACES ARE SHOWN AS RESERVED FOR THE SANCTUARY ASSEMBLY. THESE SPACES ARE SHOWN AS RESERVED FOR THE SANCTUARY ASSEMBLY.

CASE #P12-051



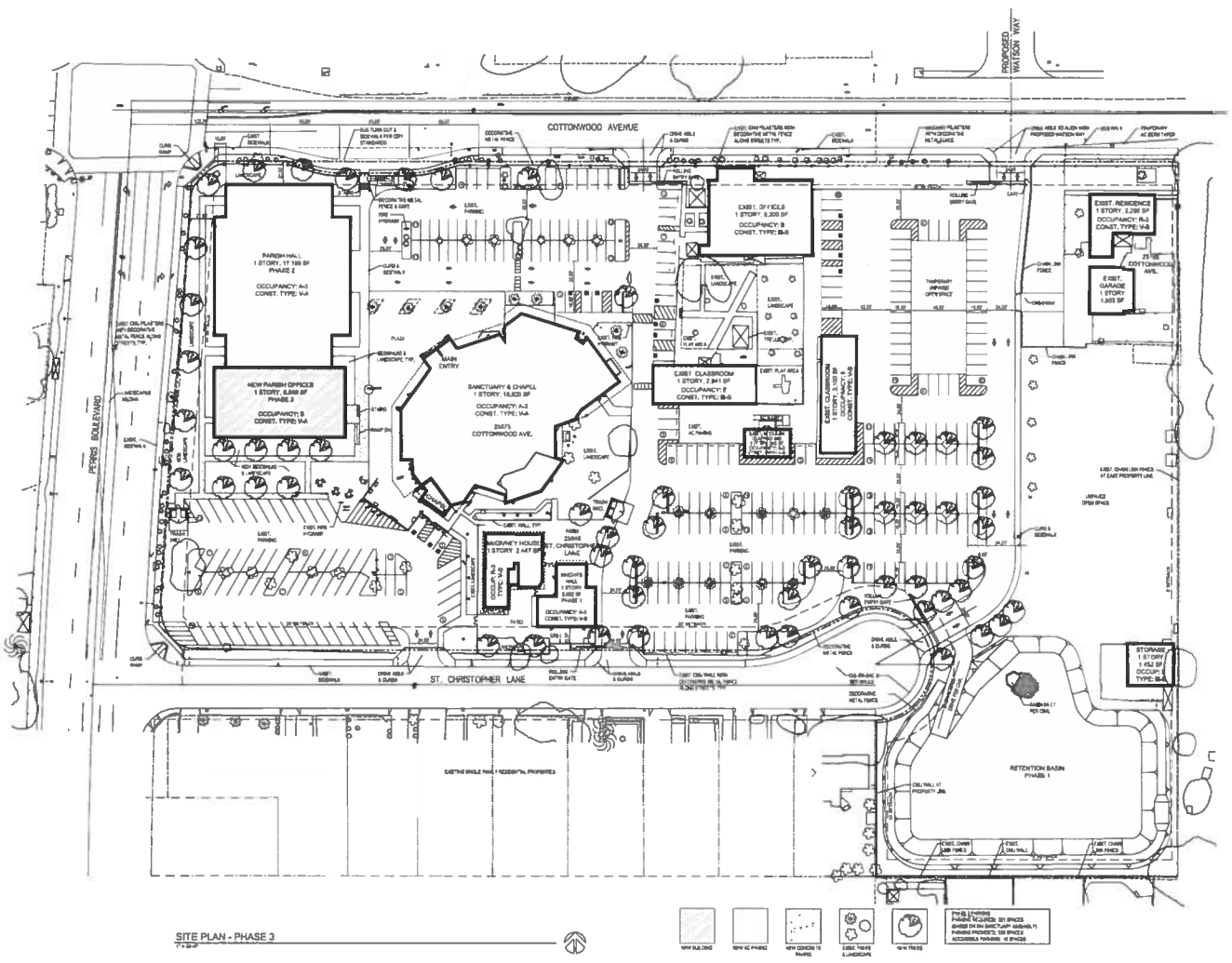
**ST. CHRISTOPHER CATHOLIC CHURCH**  
 PARISH MASTER PLAN  
 25075 COTTONWOOD AVENUE, MORENO VALLEY, CA 92553



Item	Description	Quantity	Unit
1	Site Plan	1	Sheet
2	Site Plan	1	Sheet
3	Site Plan	1	Sheet
4	Site Plan	1	Sheet
5	Site Plan	1	Sheet
6	Site Plan	1	Sheet
7	Site Plan	1	Sheet
8	Site Plan	1	Sheet
9	Site Plan	1	Sheet
10	Site Plan	1	Sheet

Project Name: ST. CHRISTOPHER CATHOLIC CHURCH PARISH MASTER PLAN - PHASE 2  
 Project Location: NEW PARISH HALL  
 Project Number: 101-1-101  
 Project Designer: BENNETT LAND

AS-1.4



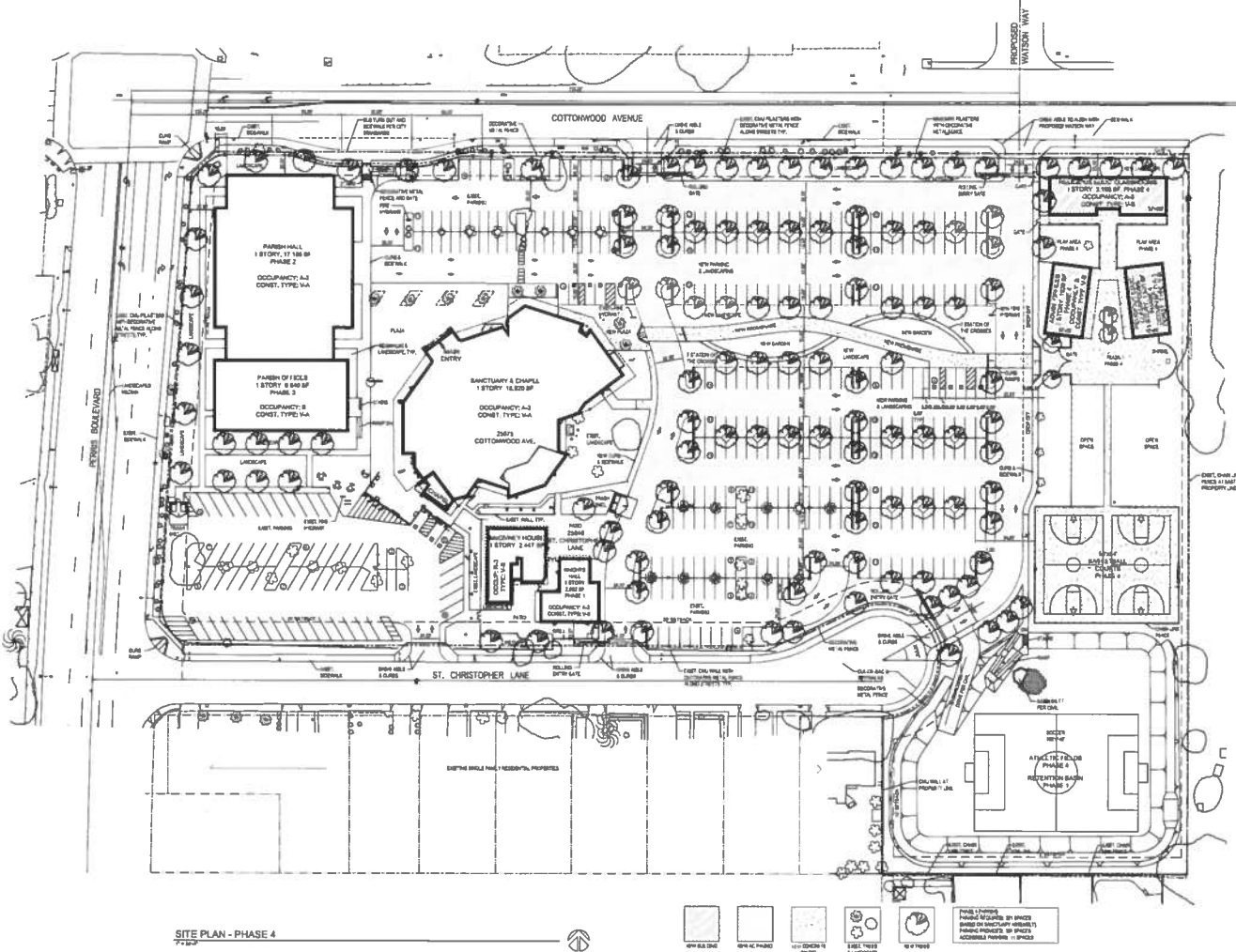
**LA**  
 Land Architects Inc.  
 1000 North Main Street, Suite 100  
 San Diego, California 92101-4444  
 Phone: (619) 591-4444

**ST. CHRISTOPHER CATHOLIC CHURCH**  
**PARISH MASTER PLAN**  
 25075 COTTONWOOD AVENUE, MORENO VALLEY, CA 92553

Project Number: 1011-101  
 Prepared by: BENNETT LORD  
 Date: 10/11/10

**AS-1.5**

CASE #P12-051



**LA**  
LORD ARCHITECTURE INC.  
1000 North First Street, Suite 111  
San Diego, California 92101  
www.lordarchitecture.com

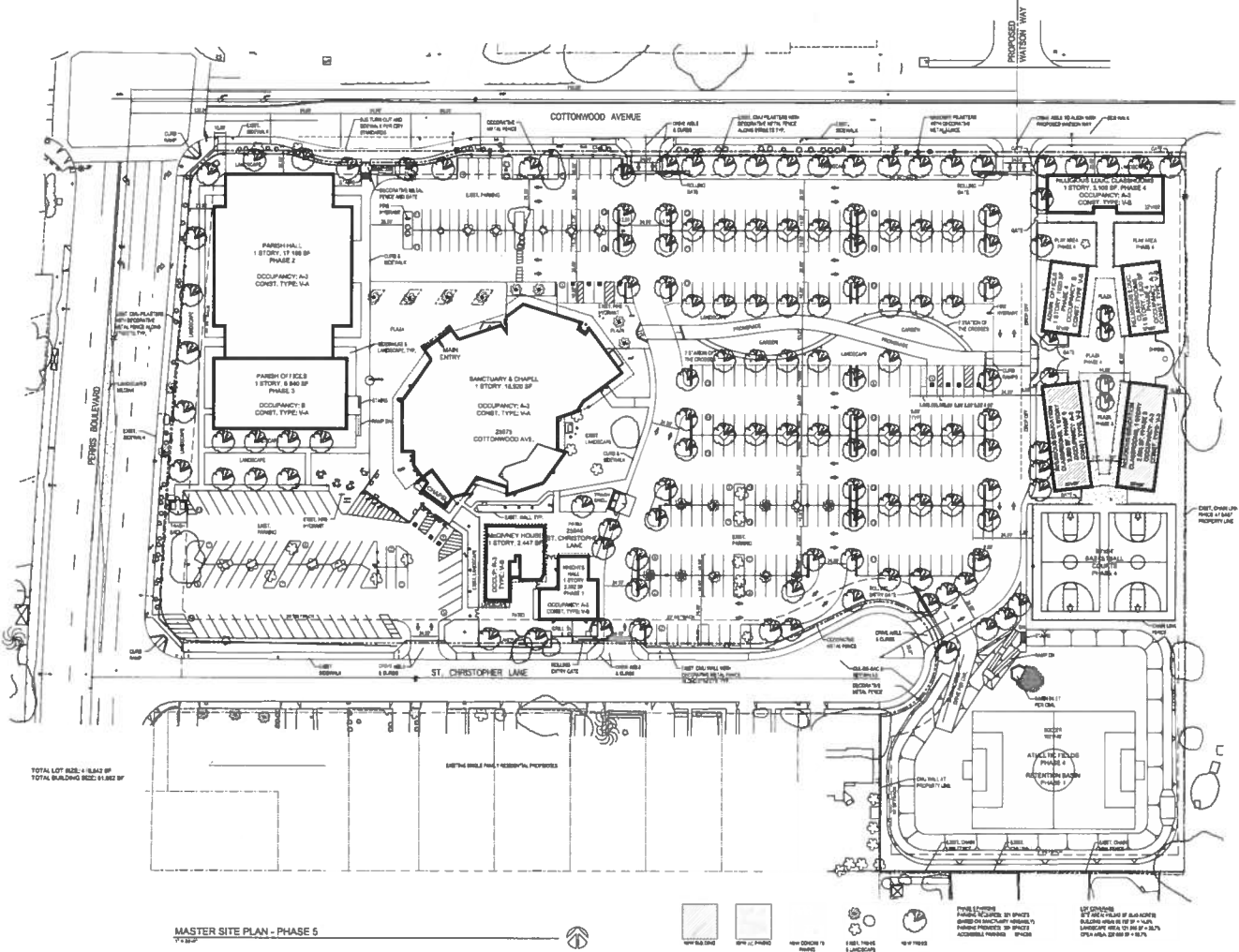
**ST. CHRISTOPHER CATHOLIC CHURCH  
PARISH MASTER PLAN**  
25075 COTTONWOOD AVENUE, MORENO VALLEY, CA 92553

**AS-1.6**

Project Number: 1031-101  
Prepared by: BENNETT LORD

Rev.	Date	By	Check
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2	01/11/11	AS-1.6	
3	01/11/11	AS-1.6	
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CASE #P12-051



CASE #P12-051

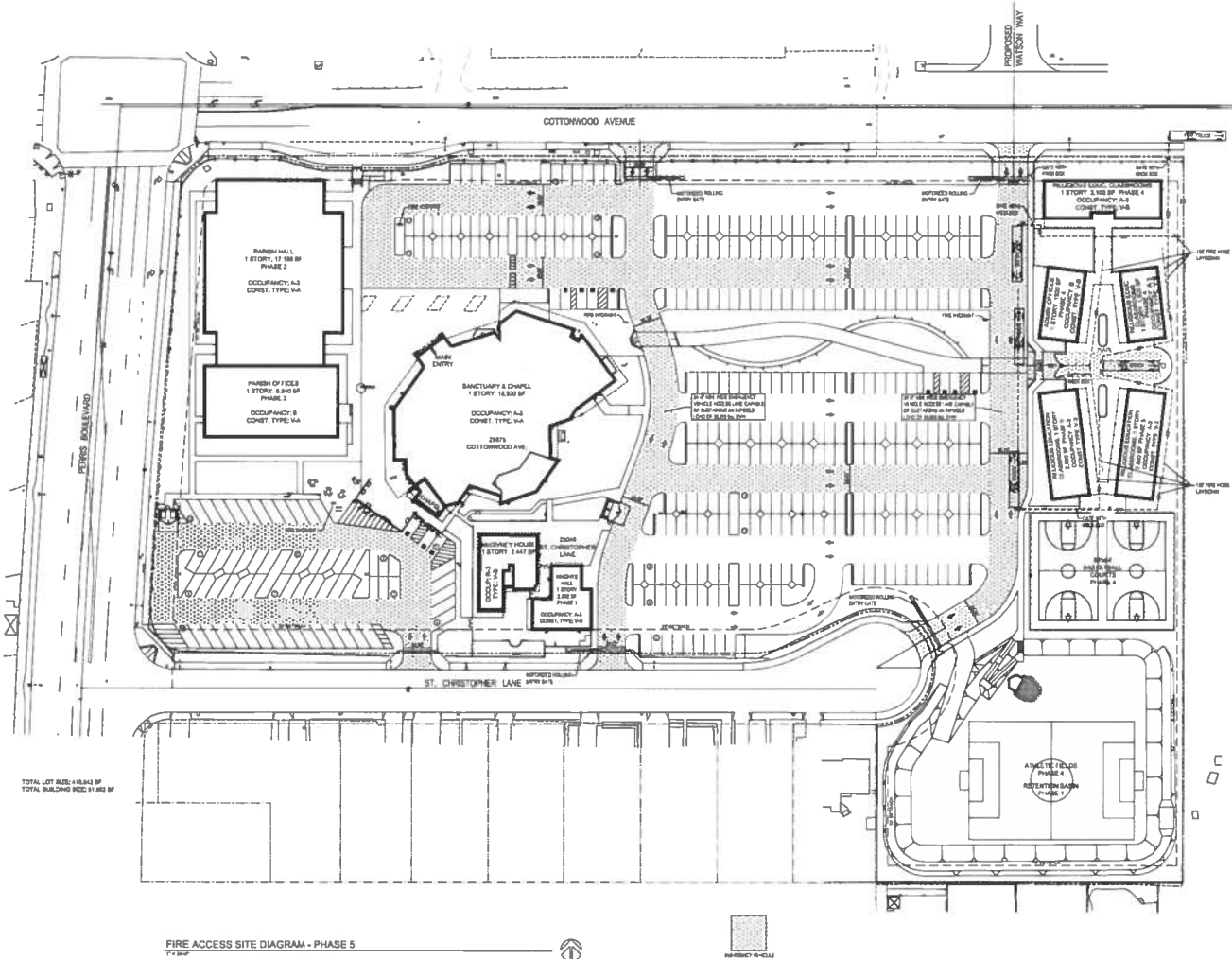


**ST. CHRISTOPHER CATHOLIC CHURCH**  
**PARISH MASTER PLAN**  
 25075 COTTONWOOD AVENUE, MORENO VALLEY, CA 92553



NO.	DATE	DESCRIPTION
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100	10/11/01	REVISED

Project No. **AS-1.7**  
 Prepared by **BENNETT LORD**  
 Date: 10/11/01



TOTAL LOT AREA: 118,943 SF  
TOTAL BUILDING AREA: 11,889 SF

FIRE ACCESS SITE DIAGRAM - PHASE 5



CASE #P12-051



**LAI Architecture Inc.**  
1408 North Playa Vista Drive #10  
Van Nuys, California 91411  
(818) 706-8888

---

**ST. CHRISTOPHER CATHOLIC CHURCH**  
PARISH MASTER PLAN  
25075 COTTONWOOD AVENUE, MORENO VALLEY, CA 92553

---

Project Name: FIRE ACCESS SITE DIAGRAM  
Phase: PHASE 5  
Project Number: 1011-101

Prepared by: BENNETTLORD

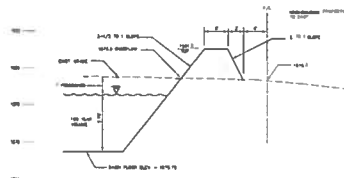
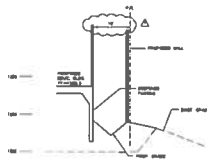
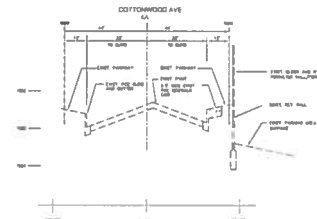
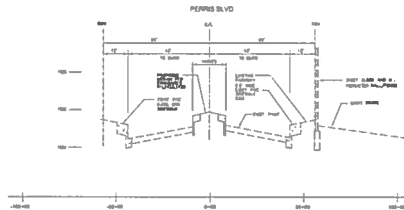
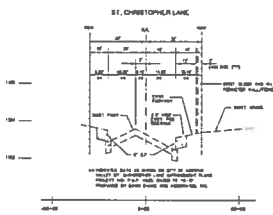
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AS-1.8



# PRELIMINARY GRADING PLAN FOR SAINT CHRISTOPHER CATHOLIC CHURCH MORENO VALLEY, CALIFORNIA

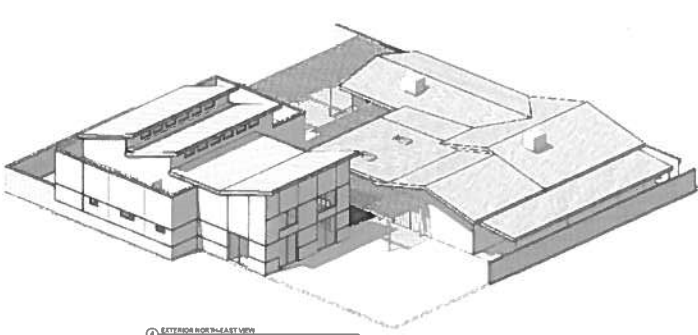
JMB ENGINEERS, INC. APRIL 2013



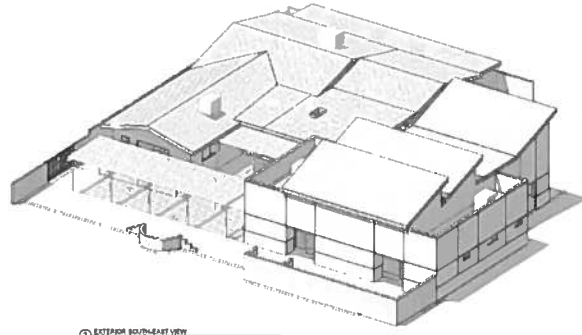
NOTE  
SEE SHEET (C-1) FOR SECTION LOCATIONS

BENCH MARK BENCH MARK ON THE CORNER OF COTTONWOOD AVE. AND PIPERS BLVD. IS 45.3 FEET WEST OF PIPERS BLVD. 14.5 FEET SOUTH OF COTTONWOOD AVE. 1 FEET EAST OF THE INTERSECTION OF COTTONWOOD AVE. AND PIPERS BLVD. IS A BENCHMARK OF COUNTY'S BUREAU OF LAND MANAGEMENT. A BENCHMARK IS SET IN CONCRETE 1 FOOT SOUTH OF A BENCHMARK AND 4 FEET ABOVE BENCH MARK IS 4. FEET HIGH.	BASIS OF BEARING THE GRADING BENCH MARKS ARE BASED UPON THE CORNER OF COTTONWOOD AVE. AND PIPERS BLVD. IS SET ON THE BASIS OF BEARING.	REVIEW BY CITY STAFF		SPECIAL AGENT DATE			<b>CITY OF MORENO VALLEY</b> <b>PRELIMINARY GRADING PLAN</b> <b>FOR ST. CHRISTOPHER CATHOLIC CHURCH</b> <b>MORENO VALLEY, CA</b>	sheet C-2 of 2 P12-051
		CITY ENGINEER DATE	PLANNING DIRECTOR DATE					

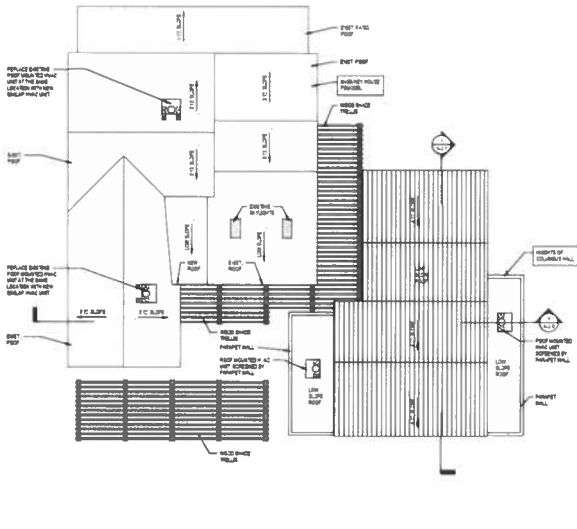




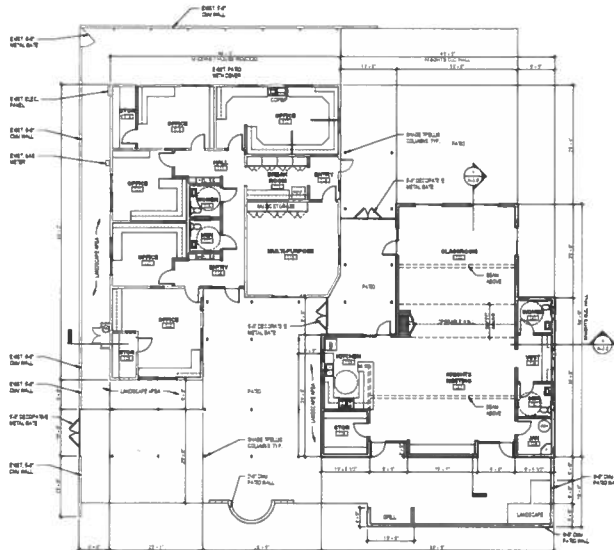
1 EXTERIOR NORTH-EAST VIEW



2 EXTERIOR SOUTH-EAST VIEW



3 FLOOR PLAN - MOBILITY HOUSE/PARISH'S D.C. HALL



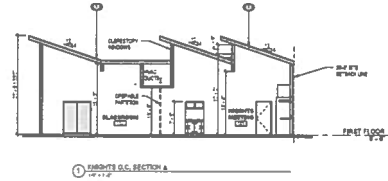
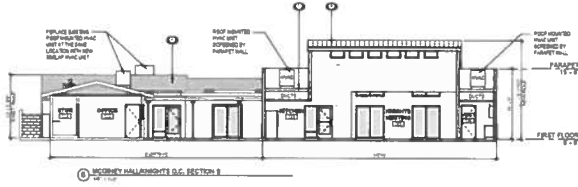
4 FLOOR PLAN - MOBILITY HOUSE/PARISH'S D.C. HALL

**LA**  
 Lord Architects Inc.  
 1000 South Main Street, Suite 200  
 San Diego, CA 92101  
 Tel: 619.594.1111  
 Fax: 619.594.1112  
 www.lordarchitects.com

**ST. CHRISTOPHER CATHOLIC CHURCH**  
 PARISH MASTER PLAN  
 25075 COTTONWOOD AVENUE, MORENO VALLEY, CA

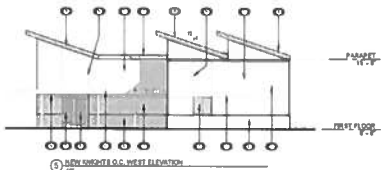
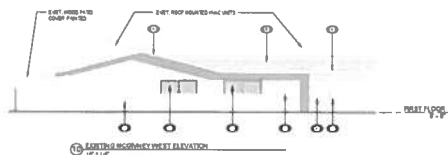
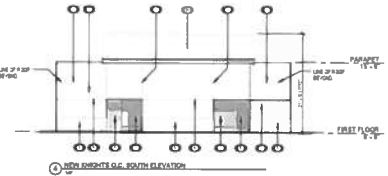
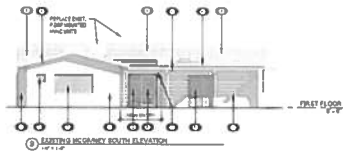
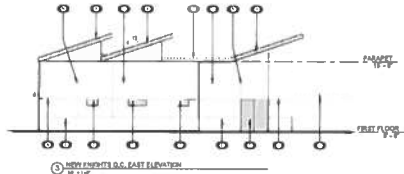
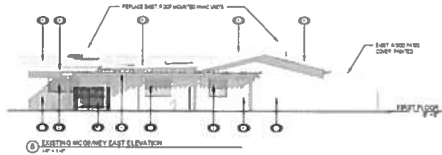
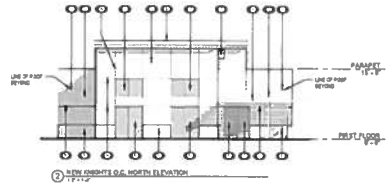
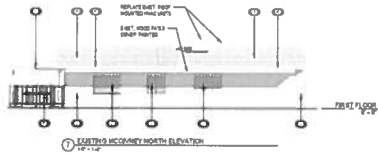
Case Number: 1611-ED-1  
 Project Name: ST. CHRISTOPHER CATHOLIC CHURCH PARISH MASTER PLAN  
 Revision: 1611-ED-1  
 Date: 10/11/11

Case #P12-051  
**A-1.0**



LEGEND - ELEVATION FINISHES

- 1 CLASS 2 SHINGLE ROOF (SEE BALCONY DETAILS) (EXIST. SHALE)
- 2 CLASS 2 SHINGLE ROOF (SEE DET. ROOF JOINT DETAIL) (EXIST. SHALE)
- 3 SHINGLE ROOF
- 4 EXIST. PLASTER (SEE CLASSIC COLUMN DETAILS) (EXIST. SHALE)
- 5 EXIST. PLASTER (SEE CLASSIC COLUMN DETAILS) (EXIST. SHALE)
- 6 1/2" GYP BOARD (SEE FINISH DETAILS)
- 7 1/2" GYP BOARD (SEE FINISH DETAILS)
- 8 1/2" GYP BOARD (SEE FINISH DETAILS)
- 9 1/2" GYP BOARD (SEE FINISH DETAILS)
- 10 1/2" GYP BOARD (SEE FINISH DETAILS)
- 11 1/2" GYP BOARD (SEE FINISH DETAILS)
- 12 1/2" GYP BOARD (SEE FINISH DETAILS)
- 13 1/2" GYP BOARD (SEE FINISH DETAILS)
- 14 1/2" GYP BOARD (SEE FINISH DETAILS)
- 15 1/2" GYP BOARD (SEE FINISH DETAILS)
- 16 1/2" GYP BOARD (SEE FINISH DETAILS)
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CASE #P12-051



Land Architecture Inc.  
1100 Howe Street, Suite 110  
San Diego, California 92101-4000  
www.landarch.com

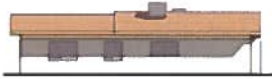
ST. CHRISTOPHER CATHOLIC CHURCH  
PARISH MASTER PLAN  
25075 COTTONWOOD AVENUE, MORENO VALLEY, CA



Project Number: 1211-001  
Scale: 1/8" = 1'-0"

DATE: 08/11/11  
PROJECT: ST. CHRISTOPHER CATHOLIC CHURCH  
PARISH MASTER PLAN  
DRAWING: EXTERIOR ELEVATIONS  
BUILDING SECTIONS  
DESIGNED BY: [Name]  
CHECKED BY: [Name]

A-2.0



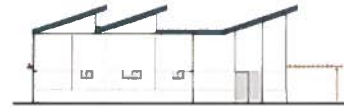
① EXISTING MCGIVNEY NORTH ELEVATION



② NEW KNIGHTS G.C. NORTH ELEVATION



③ EXISTING MCGIVNEY EAST ELEVATION



④ NEW KNIGHTS G.C. EAST ELEVATION



⑤ EXISTING MCGIVNEY SOUTH ELEVATION



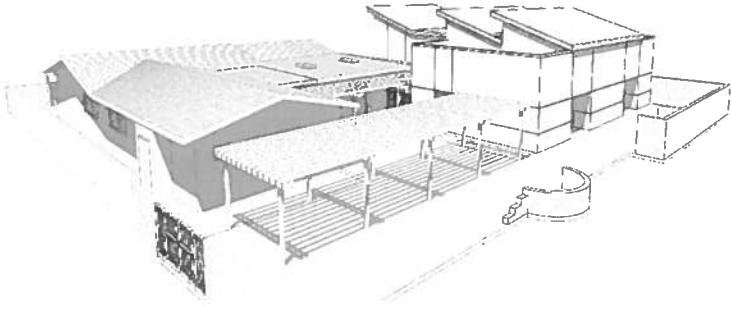


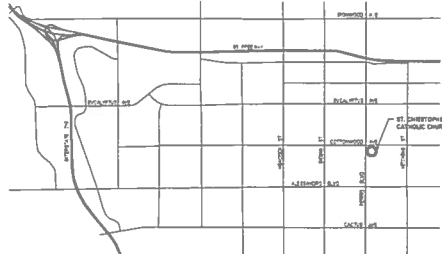
⑥ NEW KNIGHTS G.C. SOUTH ELEVATION



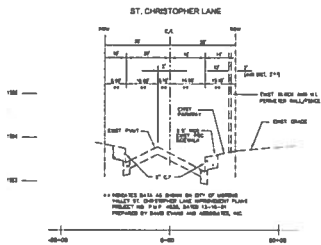
⑦ EXISTING MCGIVNEY WEST ELEVATION



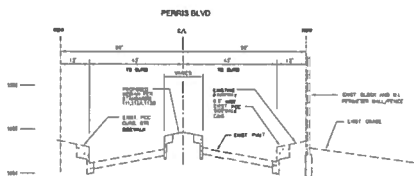
⑧ NEW KNIGHTS G.C. WEST ELEVATION

<p><b>PERSPECTIVE VIEW</b></p> 	<p><b>BUILDING DATA</b></p> <p>PROJECT DESCRIPTION: NEW CONSTRUCTION AND RENOVATION OF EXISTING AND NEW PARISH FACILITIES TO BE DEVELOPED IN A 10.0 ACRES TRACT.</p> <p>TYPE OF CONSTRUCTION: NEW</p> <p>JOB/PROJECT CLASSIFICATION: AS APPLICABLE</p> <p>NUMBER OF FLOORS: ONE (01) FLOOR</p> <p>GRAND TOTAL SQUARE FEET: 125,000 SF</p> <p>NEW SQUARE FEET: 125,000 SF</p> <p>TOTAL SQUARE FEET: 125,000 SF</p> <p>REMARKS: SEE EXISTING BUILDING CODE (CBC), CALIFORNIA BUILDING CODE (CBC), CALIFORNIA FIRE CODE (CFC), CALIFORNIA ELECTRICAL CODE (CEC), CALIFORNIA MECHANICAL CODE (CMC), CALIFORNIA PLUMBING CODE (CPC), CALIFORNIA SOILS AND FOUNDATIONS CODE (CSF), CALIFORNIA TREE PRESERVATION CODE (CTPC), CALIFORNIA WATER CODE (CWC), CALIFORNIA WASTE MANAGEMENT CODE (CWMC), CALIFORNIA AIR QUALITY CONTROL CODE (CAAQCC), CALIFORNIA PUBLIC WORKS CODE (CPWC), CALIFORNIA PUBLIC UTILITIES CODE (CPUC), CALIFORNIA SAFETY CODE (CSC), CALIFORNIA TITLE 24</p>	<p><b>PROJECT DATA</b></p> <p>PROJECT DESCRIPTION: NEW CONSTRUCTION AND RENOVATION OF EXISTING AND NEW PARISH FACILITIES TO BE DEVELOPED IN A 10.0 ACRES TRACT.</p> <p>PROJECT ADDRESS: 25075 COTTONWOOD AVENUE, MORENO VALLEY, CA 91731</p> <p>OWNER: THE ARCHDIOCESE BISHOP OF SAN BERNARDINO</p> <p>DATE: 10/15/2014</p> <p>DATE OF PREPARATION: 10/15/2014</p> <p>DESIGNER: LUED ARCHITECTURE INC., 10000 PLYMOUTH BLVD, SUITE 1100, MORENO VALLEY, CA 91731</p> <p>ARCHITECT: LUED ARCHITECTURE INC., 10000 PLYMOUTH BLVD, SUITE 1100, MORENO VALLEY, CA 91731</p> <p>PROJECT AREA: 10.0 ACRES</p> <p>DATE OF PREPARATION: 10/15/2014</p>	 <p>Lued Architecture Inc. 10000 Plymouth Blvd, Suite 1100 Moreno Valley, California 91731 Tel: 951-251-1100 Fax: 951-251-1101 www.luedarch.com</p>																																								
	<p><b>PARKING CALCULATIONS</b></p> <table border="1"> <tr> <td>EST. CAR. (TOTAL)</td> <td>271 PARKING SPACES</td> </tr> <tr> <td>PARKING REQUIRED</td> <td>271 PARKING SPACES</td> </tr> <tr> <td>ACCESSIBLE PARKING</td> <td>33 PARKING SPACES</td> </tr> </table> <table border="1"> <tr> <td>EST. CAR. (TOTAL)</td> <td>17 PARKING SPACES</td> </tr> <tr> <td>PARKING REQUIRED</td> <td>17 PARKING SPACES</td> </tr> <tr> <td>ACCESSIBLE PARKING</td> <td>2 PARKING SPACES</td> </tr> </table> <table border="1"> <tr> <td>EST. CAR. (TOTAL)</td> <td>17 PARKING SPACES</td> </tr> <tr> <td>PARKING REQUIRED</td> <td>17 PARKING SPACES</td> </tr> <tr> <td>ACCESSIBLE PARKING</td> <td>2 PARKING SPACES</td> </tr> </table> <table border="1"> <tr> <td>EST. CAR. (TOTAL)</td> <td>17 PARKING SPACES</td> </tr> <tr> <td>PARKING REQUIRED</td> <td>17 PARKING SPACES</td> </tr> <tr> <td>ACCESSIBLE PARKING</td> <td>2 PARKING SPACES</td> </tr> </table> <table border="1"> <tr> <td>EST. CAR. (TOTAL)</td> <td>17 PARKING SPACES</td> </tr> <tr> <td>PARKING REQUIRED</td> <td>17 PARKING SPACES</td> </tr> <tr> <td>ACCESSIBLE PARKING</td> <td>2 PARKING SPACES</td> </tr> </table> <table border="1"> <tr> <td>EST. CAR. (TOTAL)</td> <td>17 PARKING SPACES</td> </tr> <tr> <td>PARKING REQUIRED</td> <td>17 PARKING SPACES</td> </tr> <tr> <td>ACCESSIBLE PARKING</td> <td>2 PARKING SPACES</td> </tr> </table>	EST. CAR. (TOTAL)	271 PARKING SPACES	PARKING REQUIRED	271 PARKING SPACES	ACCESSIBLE PARKING	33 PARKING SPACES	EST. CAR. (TOTAL)	17 PARKING SPACES	PARKING REQUIRED	17 PARKING SPACES	ACCESSIBLE PARKING	2 PARKING SPACES	EST. CAR. (TOTAL)	17 PARKING SPACES	PARKING REQUIRED	17 PARKING SPACES	ACCESSIBLE PARKING	2 PARKING SPACES	EST. CAR. (TOTAL)	17 PARKING SPACES	PARKING REQUIRED	17 PARKING SPACES	ACCESSIBLE PARKING	2 PARKING SPACES	EST. CAR. (TOTAL)	17 PARKING SPACES	PARKING REQUIRED	17 PARKING SPACES	ACCESSIBLE PARKING	2 PARKING SPACES	EST. CAR. (TOTAL)	17 PARKING SPACES	PARKING REQUIRED	17 PARKING SPACES	ACCESSIBLE PARKING	2 PARKING SPACES	<p><b>PROJECT TEAM</b></p> <p>PROJECT: LUED ARCHITECTURE INC., 10000 PLYMOUTH BLVD, SUITE 1100, MORENO VALLEY, CA 91731</p> <p>ARCHITECT: LUED ARCHITECTURE INC., 10000 PLYMOUTH BLVD, SUITE 1100, MORENO VALLEY, CA 91731</p> <p>DATE: 10/15/2014</p>	<p><b>ST. CHRISTOPHER CATHOLIC CHURCH PARISH MASTER PLAN</b></p> <p>25075 COTTONWOOD AVENUE, MORENO VALLEY, CA</p>  <p>David S. Lued Professional Engineer No. 10111-1011 Exp. 12/31/2015 Civil</p>				
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**TENTATIVE PARCEL MAP NO. 36522**  
 A CONSOLIDATION OF CONTIGUOUSLY OWNED PROPERTY OF SAINT CHRISTOPHER CATHOLIC CHURCH  
 MORENO VALLEY, CALIFORNIA  
 ABBREVIATOR PARCEL NO. 479-200-000/000/004/002/008  
 JAG ENGINEERS, INC. APRIL 2020

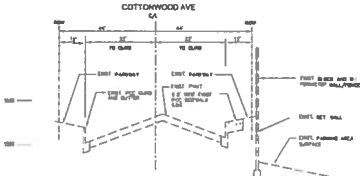


**SECTION 1-1**  
 HORIZ. 1"=20'  
 VERT. 1"=2'



**SECTION 2-2**  
 HORIZ. 1"=20'  
 VERT. 1"=2'

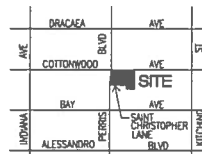
FOR SECTION LOCATIONS, SEE SHEET 3



**SECTION 3-3**  
 HORIZ. 1"=20'  
 VERT. 1"=2'

**NOTES OF SPECIAL INTEREST**

1. EXISTING OVERHEAD POWER LINES UNDER THIS MAP ARE TO BE REMOVED TO BE UNDERGROUND.
2. GROUND SURFACE FROM NEW ROADWAYS SHALL BE DETERMINED TO LANDSCAPE DESIGN AND OBJECTIVE TO FINISHED GRADE.
3. PROPOSED DRIVEWAYS AND DRIVEWAYS SHALL BE PERMITTED CONCERNED PART.
4. THE LOCATION OF EXISTING UNDERGROUND UTILITY INFRASTRUCTURE HAS BEEN OBTAINED BY A SURVEY AND THE LOCATION OF PLANNED UTILITY LINES AND ELEVATIONS ARE SHOWN ON THIS MAP. THE LOCATION OF EXISTING UTILITY INFRASTRUCTURE AND ELEVATIONS ARE SHOWN ON THIS MAP. THE LOCATION OF EXISTING UTILITY INFRASTRUCTURE AND ELEVATIONS ARE SHOWN ON THIS MAP.
5. PROPOSED DRIVEWAYS SHALL BE PERMITTED CONCERNED PART.
6. THE PROJECT WILL REQUIRE THAT CERTAIN MEASUREMENTS BE TAKEN TO DETERMINE THE LOCATION OF EXISTING UTILITY LINES AND ELEVATIONS.
7. THE SITE IS NOT SUBJECT TO DEVELOPMENT, SEPARATION OR FLOOD HAZARD.
8. THE PROJECT WILL REQUIRE THAT CERTAIN MEASUREMENTS BE TAKEN TO DETERMINE THE LOCATION OF EXISTING UTILITY LINES AND ELEVATIONS.
9. THE SITE IS NOT SUBJECT TO DEVELOPMENT, SEPARATION OR FLOOD HAZARD.



**VICINITY MAP**  
 NO SCALE

**UTILITY PROVIDERS**

- SEWER & WATER: EASTERN MARIANA, BAYVIEW DISTRICT, 2010 MARINE BL, PERIS CA 92572, (951) 384-3771
- GAS: SOULBORN CALIF. GAS COMPANY, 200 SOUTH STREET, SAN BERNARDINO CA 92401, (951) 387-3300
- CABLE TV: ONE MARIANA CABLE, 2010 MARINE STREET, PERIS CA 92572, (951) 387-3300
- ROAD WARE: BAYVIEW MANAGEMENT OF MORENO VALLEY, 17450 IRVING STREET, MORENO VALLEY CA 92550, (951) 241-5427
- ELECTRIC: SOULBORN CALIFORNIA ENERGY, 2000 SOUTH STREET, IRVING CA 92614, (951) 387-3300
- TELEPHONE: VERIZON, 5000 CALLE VERDE, SAN BERNARDINO CA 92401, (951) 387-3300

**LEGEND AND ABBREVIATIONS**

-P-	EXISTING ON-DECK LINE	FL	FLORIDIAN
-S-	EXISTING STREET LINE	CB	CORNER BREAK
---	PROPOSED ELEVATION	GR	GRASS
---	PROPOSED ELEVATION	HP	HIGH POINT
---	PROPOSED ELEVATION	LP	LOW POINT
---	PROPOSED ELEVATION	LP	LOW POINT
---	PROPOSED ELEVATION	OP	OVERHEAD
---	PROPOSED ELEVATION	PP	POWER POLE
---	PROPOSED ELEVATION	PL	PROPERTY LINE
---	PROPOSED ELEVATION	PROP	PROPOSED
---	PROPOSED ELEVATION	R/W	RIGHT OF WAY
---	PROPOSED ELEVATION	ST	STREET
---	PROPOSED ELEVATION	T	TERRACE
---	PROPOSED ELEVATION	T	TERRACE
---	PROPOSED ELEVATION	FC	TOP OF CURB
---	PROPOSED ELEVATION	ST	STREET
---	PROPOSED ELEVATION	ST	STREET
---	PROPOSED ELEVATION	ST	STREET

**PRELIMINARY TITLE REPORTS**

BY CHICAGO TITLE COMPANY AS FOLLOWS:  
 ORDER NUMBER: FPM200-00 (DATE: DEC. 11, 2019)  
 ORDER NUMBER: FPM200-00 (DATE: DEC. 11, 2019)  
 ORDER NUMBER: FPM200-00 (DATE: DEC. 28, 2019)

**LEGAL DESCRIPTION**

PORTION OF LOT 2 AND 4 BE BLOCK 88 OF BEAN VALLEY AND ALEXANDER DEVELOPMENT COMPANY MAP NO. 1 AS RECORDED IN SAN BERNARDINO COUNTY RECORDS.

**TRACKS/RIGHTS**

ACROSS 479-200-000/000/004/002/008

**GENERAL PLAN**

THE GENERAL PLAN CONTINGUOUS AVALAN  
 MORENO VALLEY, CA 92550  
 MET AREA: B-11 AGRI-CULTURE  
 ORDERED AREA: B-11 AGRI-CULTURE

**GENERAL PLAN**

THE GENERAL PLAN CONTINGUOUS AVALAN  
 MORENO VALLEY, CA 92550  
 MET AREA: B-11 AGRI-CULTURE  
 ORDERED AREA: B-11 AGRI-CULTURE

**ZONING**

APR 178-200-00/000 (OFFICE DISTRICT)  
 APR 178-200-00/000 (OFFICE DISTRICT)  
 APR 178-200-00/000 (OFFICE DISTRICT)

**IRrigation FLOODZONE**

THE GENERAL PLAN CONTINGUOUS AVALAN  
 MORENO VALLEY, CA 92550  
 ORDERED AREA: B-11 AGRI-CULTURE

**SCHOOL DISTRICT**

SCHOOL DISTRICT 50000 DISTRICT  
 THE GENERAL PLAN CONTINGUOUS AVALAN  
 MORENO VALLEY, CA 92550  
 ORDERED AREA: B-11 AGRI-CULTURE

**APPLICANT/OWNER**

THE GENERAL PLAN CONTINGUOUS AVALAN  
 MORENO VALLEY, CA 92550  
 ORDERED AREA: B-11 AGRI-CULTURE

**MAP PREPARATION BY:**

JAG ENGINEERS, INC.  
 17450 IRVING STREET, SUITE 200  
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 TEL: (951) 412-1000

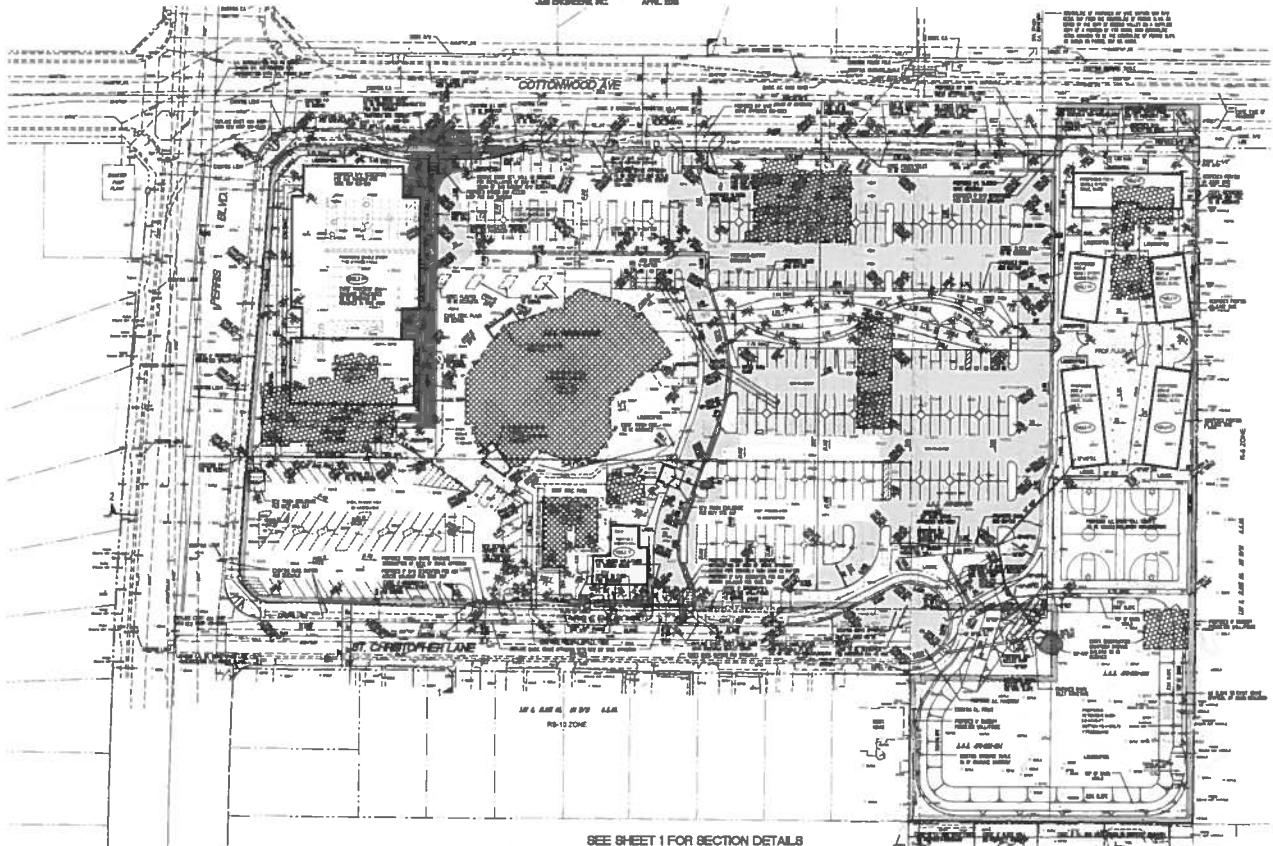
**DRAWING INDEX**

1. SHEET: PROJECT DATA, NORTH MAP, BOUNDARY
2. BOUNDARY MAP
3. SITE INFORMATION

<p>Mapmakers • Planners • Surveyors          1696 Van Arman Blvd., Brea, CA 92625          Phone: 714.990.9900</p>	<p>CITY OF MORENO VALLEY          TENTATIVE PARCEL MAP NO. 36522          FOR ST. CHRISTOPHER CATHOLIC CHURCH          MORENO VALLEY, CA</p>	SHEET NO.
		SHEET 1 OF 3
		CITY CODE NO. P12-C51



**TENTATIVE PARCEL MAP NO. 36522**  
 A CONSOLIDATION OF CONTIGUOUSLY OWNED PROPERTY OF SAINT CHRISTOPHER CATHOLIC CHURCH  
 MORENO VALLEY, CALIFORNIA

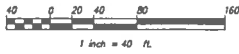


SEE SHEET 1 FOR SECTION DETAILS

**BUILDING DISPOSITION LEGEND:**

-  EXISTING STRUCTURE TO REMAIN
-  EXISTING STRUCTURE TO BE REMOVED

**NOTE:**  
 \*\* INDICATES ITEMS TO BE REMOVED  
 RELOCATED AND/OR UNDERGROUND



**MS**  
 ENGINEERS & ARCHITECTS  
 15000 E. STATE ST., SUITE 100, MORENO VALLEY, CA 91731  
 (951) 251-1100  
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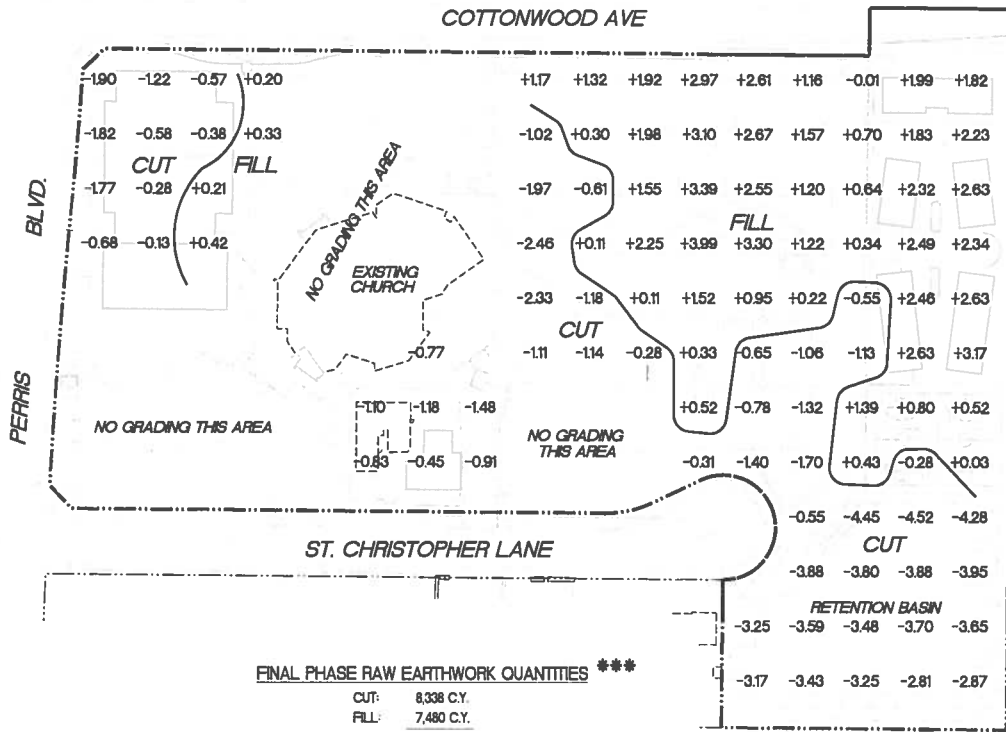


**CITY OF MORENO VALLEY**  
 TENTATIVE PARCEL MAP NO. 36522  
 FOR ST. CHRISTOPHER CATHOLIC CHURCH  
 MORENO VALLEY, CA

ACCT. NO.  
 SHEET 3 of 3  
 CITY CASE NO. P12-C51

# MORENO VALLEY SAINT CHRISTOPHER CATHOLIC CHURCH MASTER PLAN FINAL PHASE GRADING CUT/FILL DEPTH PLAN

JMS ENGINEERS, INC.      OCTOBER 2013



\*\*\* EARTHWORK CALCULATED TO PROPOSED FINISHED PAVEMENT DRIVING SURFACE AND PROPOSED BUILDING FINISH FLOOR ELEVATION LESS AN ALLOWANCE FOR AN ASSUMED ONE FOOT STRUCTURAL SECTION.

**CASE NUMBERS**  
TENTATIVE MAP: PA 13-0002  
CUP/ MASTER PLAN: P 12-051

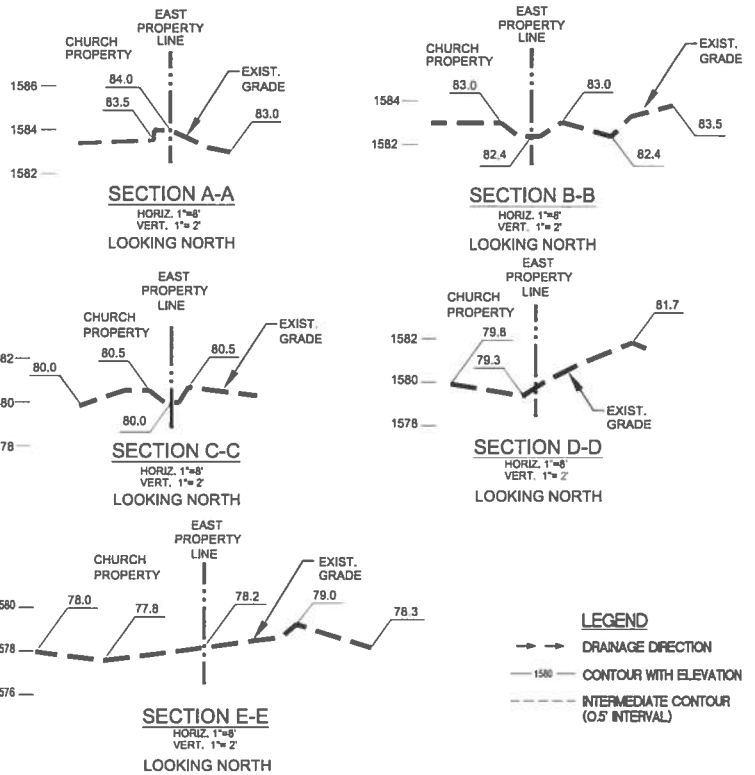
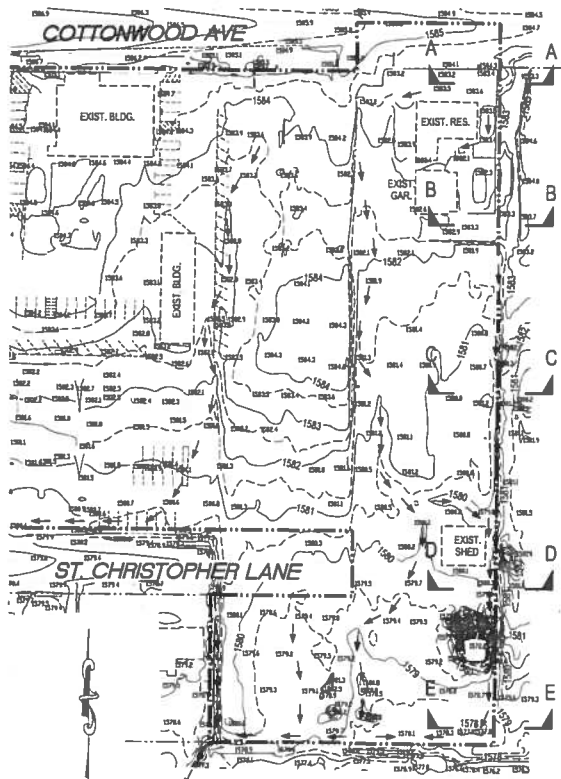




# MORENO VALLEY SAINT CHRISTOPHER CATHOLIC CHURCH EXISTING DRAINAGE PATTERN AT EASTERLY CHURCH PROPERTY

JMS ENGINEERS, INC.

OCTOBER 2013



- LEGEND**
- DRAINAGE DIRECTION
  - 1580 — CONTOUR WITH ELEVATION
  - - - INTERMEDIATE CONTOUR (0.5' INTERVAL)

**TOPOGRAPHIC NOTE**

TOPOGRAPHY WAS COMPILED BY DIGITAL PHOTOGRAMMETRIC METHODS FROM AERIAL PHOTOGRAPHY IN FEBRUARY 2011 BY ANALYTICAL PHOTOGRAMMETRIC SURVEYS, INC., RIVERSIDE, CALIFORNIA

**CASE NUMBERS**

TENTATIVE MAP: PA 13-0002  
C.U.P. MASTER PLAN: P 12-051

1 CITY OF MORENO VALLEY  
 2 PLANNING COMMISSION  
 3 REGULAR MEETING  
 4 OCTOBER 24<sup>TH</sup>, 2013

5  
 6  
 7 **CALL TO ORDER**

8  
 9 Chair Van Natta convened the Regular Meeting of the City of Moreno Valley  
 10 Planning Commission on the above date in the City Council Chambers located at  
 11 14177 Frederick Street.

12  
 13  
 14  
 15 **ROLL CALL**

16  
 17 Commissioners Present:

18 Chair Van Natta  
 19 Vice Chair Giba  
 20 Commissioner Baker  
 21 Commissioner Lowell  
 22 Commissioner Sims

23  
 24 Excused Absence:

25 Commissioner Ramirez

26  
 27 Staff Present:

28 John Terell, Community and Economic Development Director  
 29 Chris Ormsby, Interim Planning Official  
 30 Julia Descoteaux, Associate Planner  
 31 Michael Lloyd, Transportation Division Engineer  
 32 Clement Jimenez, Land Development Engineer  
 33 Randy Metz, Fire Marshall  
 34 Suzanne Bryant, City Attorney

35  
 36  
 37  
 38 **PLEDGE OF ALLEGIANCE**

39  
 40  
 41 **APPROVAL OF AGENDA**

42  
 43 **CHAIR VAN NATTA** – I'm going to take a little break from what we normally do  
 44 at this point and I'm to ask if there is a member of the Church who would like to

1 give us an invocation this evening to start our meeting off. Is there a leader,  
2 pastor, whatever or priest? Thank you

3  
4 **SPEAKER** – Thank you Ms. Chair. May we all rise? Loving and merciful God,  
5 we thank you for this evening. We ask you to be present and to bless us and to  
6 guide us and to open our hearts and minds to see what you want us to see.  
7 Bless all those who will make important decisions; open their hearts and their  
8 ears and their minds. Bless our gathering this evening and may we be humble  
9 always. We ask this through Christ our Lord. Amen.

10  
11 **CHAIR VAN NATTA** – Thank you. We have the Agenda in front of us. Has  
12 everyone had a chance to look at the brief Agenda we have for this evening. Do  
13 we have a motion to approve this?

14  
15 **COMMISSIONER BAKER** – I move that we approve the Agenda as submitted.

16  
17 **VICE CHAIR GIBA** – I'll second it

18  
19 **CHAIR VAN NATTA** – Moved and seconded. All those in favor?

20  
21 Opposed – 0

22  
23 **Motion carries 5 – 0, with one absent (Commissioner Ramirez)**

24  
25  
26  
27 **PUBLIC HEARING ITEMS**

28  
29 **CHAIR VAN NATTA** – The public is advised that there are procedures to be  
30 followed in this meeting and they are posted... where did they post them now? I  
31 think they moved them? They are still over at the side of the room.

32  
33  
34  
35 **PUBLIC COMMENTS**

36  
37 **CHAIR VAN NATTA** – At this point we are going to open the meeting for any  
38 matter which is not listed on the Agenda and which is within the subject matter  
39 jurisdiction of the Commission. I don't see that anyone has submitted a Speaker  
40 Slip.

41  
42 **INTERIM PLANNING OFFICIAL ORMSBY** – I didn't have any Speaker Slips.

43  
44 **CHAIR VAN NATTA** – No Speaker Slips; fine. Then we are going to close that  
45 portion of the meeting and go to on to our first Public Hearing Item.

1 **PUBLIC HEARING ITEMS**

2  
3 **1. Case Description: PA13-0002 Tentative Parcel Map 36522**  
4 **P12-051 Master Site Plan**  
5 **(Conditional Use Permit)**

6  
7 **Case Planner: Julia Descoteaux**

8  
9 ***(Continued from September 26<sup>th</sup>, 2013 Hearing)***

10  
11 **CHAIR VAN NATTA** – Case number PA13-0002, Tentative Parcel Map 36522  
12 and P12-051, Master Site Plan, Amended Conditional Use Permit. The Applicant  
13 is Lord Architecture Incorporated and can we have the Staff Report please.

14  
15 **ASSOCIATE PLANNER DESCOTEAUX** – Good evening Planning  
16 Commissioners. I'm Julia Descoteaux, the Case Planner and I have before I  
17 start a couple additional comments that I'm going to pass up there to you. The  
18 Applicant, Lord Architecture has submitted an application for a Tentative Parcel  
19 Map 36522 to combine all the five lots into one 9.5 acre parcel and a Master Site  
20 Plan, Amended Conditional Use Permit to develop the site into five phases for  
21 the future plans for the site.

22  
23 This project was continued from the September 26<sup>th</sup>, 2013 Planning Commission  
24 Hearing. The Tentative Parcel Map 36522 again will combine all the five lots into  
25 one parcel for future expansion of the site. There is no development associated  
26 with the Tentative Parcel Map. The Master Site Plan, Amended Conditional Use  
27 Permit provides for five phases of development incorporating the existing  
28 structures and the construction of additional structures, site improvements and  
29 off-site improvements until ultimate build out of the site is complete. The project  
30 is conditioned to submit all the additional buildings and site plans for review and  
31 approval and any modifications would require an amendment to the Master Site  
32 Plan.

33  
34 Phase one will include a new retention basin at the end of St. Christopher Lane.  
35 There will be existing street improvements on St. Christopher Lane; renovating of  
36 existing single family residence into a meeting room and the construction of a  
37 new multi-purpose building, providing for some additional parking on the site,  
38 landscape and circulation improvements to the off-site improvements on  
39 Cottonwood.

40  
41 Phase two will include the construction of a new multi-purpose parish hall,  
42 parking and landscaping with off-site improvements to Cottonwood, which will  
43 include a bus bay, revisions to the existing driveways and a landscape median  
44 along Perris Boulevard.

1 Phase three will replace the old sanctuary with a new administrative center, with  
2 additional landscaping and site improvements associated with that structure.

3  
4 Phase four will remove the existing office/school buildings and the single family  
5 home located on the northeast portion of the site and construct education  
6 buildings, parking and sports facilities.

7  
8 Phase five includes the construction of two educational buildings.

9  
10 The site is currently zoned Office with the two parcels to the east zoned R5,  
11 which is residential. The surrounding areas include Community Commercial to  
12 the north, Office Commercial, Residential 10 and R5 and several homes and  
13 some vacant land. To the east and west is zoned R5 and properties to the south  
14 is zoned RS10 with existing single family residences. Access to the site will be  
15 from the existing driveways along Cottonwood and St. Christopher Lane. The  
16 existing easterly driveway on St. Christopher Lane will be extended north. There  
17 will be increased parking in Phase one and the driveways will be modified per  
18 each individual phase.

19  
20 Again I mentioned that phase two improvements will include a raised median  
21 along Perris Boulevard from St. Christopher Lane to Cottonwood and the  
22 improvement is in line with the ultimate design of the major arterial street. The  
23 addition of the median will result in improved levels of service and improve safety  
24 at the intersection. Southbound motorists wishing to turn left onto St. Christopher  
25 Lane will be able to go to Perris Boulevard and Bay Avenue intersection and  
26 make a U-turn, so it will be a right in and right out street. The site will be  
27 developed per the approved Master Site Plan with landscaping and modified  
28 parking per phase and again all buildings will require a separate review and  
29 approval.

30  
31 The site is considered an infill development project, as the site is mostly  
32 developed with existing buildings, parking areas and existing access to both  
33 Cottonwood and St. Christopher Lane. An Initial Study was completed with the  
34 determination that there will be no significant impacts to the environment from the  
35 proposed Tentative Parcel Map and the Master Site Plan. Based on the  
36 information within the Initial Study a Negative Declaration was recommended to  
37 be prepared. Notification was sent to all property owners within 300 feet, posted  
38 on the site and published in the local newspaper and again this was done prior to  
39 the meeting of September 26<sup>th</sup>.

40  
41 With that Staff has provided you some revised conditions of approval. Planning  
42 Condition P10 has been modified to read Church services and assembly  
43 meetings may be held in only one building at a time to ensure adequate parking  
44 and a new condition of approval will be added stating there shall be a minimum  
45 of 361 parking stalls on the site at all times and at phase four the parking number  
46 shall increase to 395. I've received quite a few comments from the surrounding

1 public relating to parking both on site as well as offsite, the drainage to the site  
 2 on St. Christopher Lane, the block wall on the east property line, the traffic  
 3 concerns, environmental concerns and with that concern the applicant has  
 4 initiated a phase one environmental assessment that they are currently working  
 5 on.

6  
 7 **CHAIR VAN NATTA** – Okay Commissioners do you have any questions of  
 8 Staff?

9  
 10 **COMMISSIONER SIMS** – (microphone is not working – inaudible)

11  
 12 **ASSOCIATE PLANNER DESCOTEAUX** – I will let Michael Lloyd discuss the  
 13 Traffic Study because yes there was one done. Regarding the parking, the  
 14 church itself as it is today, for all intents and purposes is legal non-conforming in  
 15 the parking area. The original church or the church facility that is there now; the  
 16 second church if you will was constructed in 1984 and with the conditions of  
 17 approval for that project 209 parking stalls were required. In approximately 1991  
 18 there was an addition done to the church building of a little over 2300 square  
 19 feet. We don't have the records for that project to determine what they might  
 20 have calculated the parking at, so the parking standards that we have today are  
 21 different than what they were back then, so it is legal non-conforming in the  
 22 sense that we can't go back and use today's parking standards on an existing  
 23 building. So for the 2300 square feet that was added in 91 it is not fixed seating  
 24 in that area, so we did use our current parking analysis or requirements and took  
 25 that square footage and divided it by 35, which gives you 68 more parking  
 26 spaces, which is still less than what they have currently on site today. Does that  
 27 help and I'll let Michael discuss the Traffic Study.

28  
 29 **TRANSPORTATION DIVISION ENGINEER LLOYD** – Good evening Chair and  
 30 Commissioners. My name is Michael Lloyd with Transportation Engineering.  
 31 Where there any specific questions or concerns you wanted me to address or  
 32 just provide a general overview?

33  
 34 **COMMISSIONER SIMS** – I'd like a general overview to understand how...  
 35 (Microphone cuts out – inaudible)

36  
 37 **TRANSPORTATION DIVISION ENGINEER LLOYD** – Okay Traffic Engineering  
 38 performed the study, went out and counted vehicles entering and exiting the  
 39 church on a Sunday afternoon I believe in September of 2012, developed a trip  
 40 projection rates based upon the proposed expansions and then evaluated current  
 41 conditions as they are today as they are out on the street versus what the future  
 42 conditions would be with the expansion. Current conditions in the Traffic Study  
 43 identify the level of service at Perris and Cottonwood to be I believe at a level of  
 44 service C, which is an acceptable level of service.

1 The Traffic Study also found existing conditions at Perris Boulevard and St.  
 2 Christopher to be a level of service F, which is unacceptable, which I think is the  
 3 existing current condition. With the addition of the projected or proposed traffic  
 4 the level of service at Perris and Cottonwood would remain at a level of service C  
 5 and because level of service F is as low as it gets unfortunately on our scale,  
 6 there was no change obviously at Perris and St. Christopher with the additional  
 7 traffic, so we assessed; Staff assessed what would be a possible resolution at  
 8 the Perris and St. Christopher intersection to make things better. We've looked  
 9 at the possibility of a traffic signal. Unfortunately the street is only 500 feet south  
 10 of Cottonwood. We typically want signal space at the quarter mile, which is  
 11 approximately 1300 feet, so 500 feet would not provide adequate stacking  
 12 distance back to back for left turns wanting to turn left in the northbound direction  
 13 of Cottonwood compared with the southbound left turn movement onto St.  
 14 Christopher. There wouldn't be enough stacking space to allow for left turn  
 15 vehicles to maneuver out of the thru movements along Perris Boulevard, so  
 16 potentially if we did allow that left turn onto St. Christopher, left turning vehicles  
 17 would back up into the thru lanes and block traffic, so that is a condition that we  
 18 don't want obviously. So the thought was well would just extend the raised  
 19 median that is part of this project across the intersection of Perris and St.  
 20 Christopher and force the intersection to operate as a right in and right out  
 21 intersection. Those would be the allowed movements. So that was the thought  
 22 process and the findings of the Traffic Study.

23  
 24 **COMMISSIONER SIMS** – (Microphone is not working – inaudible)

25  
 26 **ASSOCIATE PLANNER DESCOTEAUX** – The onsite parking is currently 361  
 27 spaces and the requirement will be 361. I guess I'm not understanding your  
 28 question.

29  
 30 **COMMISSIONER SIMS** – To use the term would ...

31  
 32 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** –  
 33 Existing, non-conforming

34  
 35 **ASSOCIATE PLANNER DESCOTEAUX** – Existing, non-conforming

36  
 37 **COMMISSIONER SIMS** – So what would...? (Microphone cuts out – inaudible)

38  
 39 **ASSOCIATE PLANNER DESCOTEAUX** – Well the parking until phase five will  
 40 still be 361 spaces. It wouldn't increase until Phase... actually phase 4, so the  
 41 parking won't change.

42  
 43 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – It  
 44 would remain non-conforming based on and Julia correct me if I am incorrect, but  
 45 this application would not increase the capacity of the church. We typically  
 46 calculate parking on the largest assembly area and that would be sanctuary. The

1 sanctuary is not increasing in size and further there has been an additional  
 2 condition of approval which limits that building, so they can only use that building  
 3 at one time, so there is no increase in capacity. There are other activities that  
 4 are going to occur on site, but those would occur in what we would call non-peak  
 5 hours.

6  
 7 **COMMISSIONER SIMS** – (Microphone is not working – inaudible)

8  
 9 **TRANSPORTATION DIVISION ENGINEER LLOYD** – As I mentioned the Traffic  
 10 Study identified a level of service F which is unacceptable at Perris and St.  
 11 Christopher. That's an existing today condition.

12  
 13 **COMMISSIONER SIMS** – I guess just... (Microphone cuts out – inaudible)

14  
 15 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yeah I  
 16 think the traffic issue is related to people getting in and out of a particular  
 17 intersection at St. Christopher and Perris, so I'd ask Michael Lloyd if the condition  
 18 to add the median would change that condition for the better.

19  
 20 **TRANSPORTATION DIVISION ENGINEER LLOYD** – The answer is yes. Once  
 21 the raised median is put in place the level of service would be improved because  
 22 it removes the left turn movements which cause conflicts within intersection and  
 23 so people would only have the opportunity to make a right turn out of the  
 24 driveway. Currently what is pushing the intersection to the poor or level of  
 25 service F is the left turns out from St. Christopher Lane onto Perris Boulevard, so  
 26 by removing that movement and forcing people to turn right, therefore the level of  
 27 service becomes acceptable.

28  
 29 **COMMISSIONER SIMS** – I have one more. What happens with the overflow  
 30 parking if it is illegal but conforming status right now? So when you say 394  
 31 spaces now and I have no idea what the real number should be today if it was in  
 32 current code to be legal conforming. What would that... you know so let's say it  
 33 is 20 extra cars. Where do those extra cars go? Do they go and trespass onto  
 34 private property or where do they go?

35  
 36 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** –  
 37 Obviously there are speakers tonight that have firsthand knowledge of that but  
 38 my understanding is the additional parking occurs on the street; on the public  
 39 street, so those are in addition to parking spaces in the parking lot. There has  
 40 also been what I'd call temporary parking installed on sight by the Church and  
 41 that would be removed and there would be new permanent parking, so the  
 42 overflow that can't be accommodated on the site currently and would flow onto  
 43 the public street; basically on-street parking.

44  
 45 **CHAIR VAN NATTA** – But the additional parking isn't going to be added until  
 46 phase four?



1 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yes  
2 there won't be more spaces than there are today until phase four

3  
4 **CHAIR VAN NATTA** – So the issue with the street parking and parking in the  
5 vacant lot across the street and all that stuff, that is not going to be addressed  
6 with this until we get to phase four.

7  
8 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** –  
9 Correct. To the extent there is overflow and why that exists, it may be because  
10 of people staying on site after they go to service or other reasons that is not  
11 being addressed by...

12  
13 **CHAIR VAN NATTA** – And basically we're removing the traffic jam that is at  
14 Perris and St. Christopher and we're splitting it into up into U-turns on Bay and  
15 Cottonwood.

16  
17 **ASSOCIATE PLANNER DESCOTEAUX** – Correct

18  
19 **TRANSPORTATION DIVISION ENGINEER LLOYD** – That's correct

20  
21 **CHAIR VAN NATTA** – And that's considered to be an improvement?

22  
23 **TRANSPORTATION DIVISION ENGINEER LLOYD** – Yes because we're  
24 removing left turns at an uncontrolled intersection to two signalized intersections  
25 which accommodate U-turns which would be a controlled and protected  
26 movement versus the current condition where the left turn from St. Christopher  
27 onto Perris is uncontrolled.

28  
29 **CHAIR VAN NATTA** – Now you mentioned the original Traffic Study which was a  
30 little over year ago and you said that the traffic count was done on a Sunday  
31 afternoon. Would that not be the typical time when they are having the most  
32 people going in and out of that location.

33  
34 **TRANSPORTATION DIVISION ENGINEER LLOYD** – The counts were  
35 conducted I believe and I can check the Traffic Study, but if I recall correctly, the  
36 traffic counts were conducted between 12 noon and 2 pm.

37  
38 **CHAIR VAN NATTA** – Between 12 and 2, so that doesn't account for all the  
39 people who go in and out of there in the morning prior to noon which is probably  
40 the busiest time.

41  
42 **TRANSPORTATION DIVISION ENGINEER LLOYD** – Based on the information  
43 from the Traffic Engineer based on their observations, this was the peak period  
44 to count.

45  
46 **CHAIR VAN NATTA** – They felt that was the peak period from 12 to 2?

1 **TRANSPORTATION DIVISION ENGINEER LLOYD** – Yes

2  
3 **CHAIR VAN NATTA** – I guess I don't know. I don't go to that church but I just  
4 know what I see when I drive by there. That is why I had that question. The  
5 other issue with the traffic there was anything in the study; did it address any of  
6 the pedestrian traffic coming across from the temporary parking across the  
7 street.

8  
9 **TRANSPORTATION DIVISION ENGINEER LLOYD** – No the Traffic Study that  
10 was prepared strictly addressed capacity for the vehicular type traffic. It did not  
11 address any type of pedestrian movements across Cottonwood Avenue.

12  
13 **CHAIR VAN NATTA** – Was there any consideration to putting in an additional  
14 cross-walk somewhere or additional marking on the cross walk or something?

15  
16 **TRANSPORTATION DIVISION ENGINEER LLOYD** – Not with this application.  
17 We typically don't want mid-block cross walks that are uncontrolled, so a possible  
18 solution that I discussed with the City Traffic Engineer is to put up some signing  
19 along Cottonwood that clearly indicates that it is illegal to cross the street except  
20 at the cross walk and that obviously with the signs in place, it becomes  
21 enforceable.

22  
23 **COMMISSIONER LOWELL** – Yeah I have a couple of questions also.  
24 Piggybacking on to what Jeffrey said, in the ultimate build out condition when all  
25 the parking is assigned and allocated will that alleviate any offsite parking or will  
26 there still be overflow parking in the neighboring dirt lot and the neighboring  
27 community.

28  
29 **ASSOCIATE PLANNER DESCOTEAUX** – Well I can't say for sure what it will do  
30 but as long as there is parking allowed on Cottonwood... currently there is no  
31 parking allowed on St. Christopher Lane and I know a couple of the speakers will  
32 probably speak to that. It is my understanding that on Saturday and Sunday or  
33 maybe just Sunday there is no parking on the south side or it is only permit  
34 parking, so they have done some measures to help the residents along that  
35 street for the parking on Sunday, however unless there is a no parking sign on  
36 Cottonwood, then it would be allowed on Cottonwood.

37  
38 **CHAIR VAN NATTA** – How many parking spots... I'm sorry I didn't mean to ...

39  
40 **COMMISSIONER LOWELL** – No problem, go ahead that was actually going to  
41 be my question.

42  
43 **CHAIR VAN NATTA** – How many spots total will there be at build out?

44  
45 **ASSOCIATE PLANNER DESCOTEAUX** – 395

46

1 **COMMISSIONER LOWELL** – So we went from 361 to 395, so we have an extra  
 2 34 spots and if you drive by this location on any given Sunday there are lot more  
 3 than that parking everywhere and from the letters we received, emails, citizen  
 4 complaints and comments, that doesn't seem adequate. Is there any way of  
 5 requiring any more parking by either narrowing the parking spaces from 10 feet  
 6 to 9 feet or angling the parking to try to get more parking in there just by adjusting  
 7 painting? Is there anything we can do to help the neighboring community out?

8  
 9 **INTERIM PLANNING OFFICIAL ORMSBY** – Yeah, unfortunately I think the  
 10 spaces are designed right now at a minimum, so I don't believe really there is an  
 11 opportunity to do that.

12  
 13 **COMMISSIONER LOWELL** – I had a couple of other questions. One of my  
 14 comments was going to be suggesting no parking on St. Christopher, but as you  
 15 said that is already the situation. Another couple of letters we had was involving  
 16 offsite run-off from the project; drainage. I see in the grading plans and in the  
 17 plot plans that there is a proposed basin. It looks like a dual use between a  
 18 soccer field or something. I also noticed that the overflow emergency outlet is  
 19 draining easterly in the southeast corner of the property. Where does that  
 20 ultimately connect? Does it connect to any kind of improved facility or is it just  
 21 surface run-off?

22  
 23 **ASSOCIATE PLANNER DESCOTEUX** – I'll refer to Clement Jimenez, the  
 24 Senior Engineer.

25  
 26 **LAND DEVELOPMENT ENGINEER JIMENEZ** – Good evening. The basin is  
 27 designed to retain all of the onsite run-off. It is a retention basin. There is an  
 28 emergency spillway which would accommodate flows that would be encountered  
 29 on a storm event that is greater than a 100 year storm. All the facilities and per  
 30 engineering practice, facilities are designed based on a 100 year storm. The  
 31 retention basin was designed for that plus there is a one foot of free board and  
 32 on top of that there is one and a half foot to the top of the basin, so the  
 33 emergency spillway that is shown there is there in a freak storm that would be  
 34 and I don't want to quantify a particular storm, but it would be definitely greater  
 35 than a 100 year; well above a 100 year storm and that spillway was put at that  
 36 location because traditionally historical flows do flow to the southeast.

37  
 38 **COMMISSIONER LOWELL** – The basin; which 100 year storm is it applied for?  
 39 The two year, the 100 year; the two hour; ten hour; 6 hour; 24 hour...

40  
 41 **LAND DEVELOPMENT ENGINEER JIMENEZ** – It is the 100 year, 24 hour  
 42 storm.

43  
 44 **COMMISSIONER LOWELL** – It's all flow, not just mitigating increase in flow  
 45

1 **LAND DEVELOPMENT ENGINEER JIMENEZ** – That’s correct. It’s a retention  
2 basin, so nothing is supposed to go out, it is all supposed to infiltrate.

3  
4 **COMMISSIONER LOWELL** – Does is also address water quality issues in the  
5 basin also?

6  
7 **LAND DEVELOPMENT ENGINEER JIMENEZ** – Yes it does

8  
9 **COMMISSIONER LOWELL** – Perfect and with St. Christopher’s, is that going to  
10 take any... which was does St. Christopher drain? Does it drain towards the  
11 basin or away from the basin?

12  
13 **LAND DEVELOPMENT ENGINEER JIMENEZ** – It drains towards the basin.  
14 Actually it is going to improve the situation; the flood situation that occurs there.  
15 Right now at the end of St. Christopher it dead ends and the great differential  
16 between existing pavement and the adjacent grade is such that the adjacent  
17 grade is much higher; about one or two feet higher than the street grade. When  
18 they grade that area and the basin they are going to propose a catch basin at the  
19 end of the cul-de-sac which will pick up all of the flow in the street and all of that  
20 will go into the basin as well.

21  
22 **COMMISSIONER LOWELL** – And the basin... I have a couple more questions of  
23 the basin. Is it an infiltration basin, does it have any outlet at all?

24  
25 **LAND DEVELOPMENT ENGINEER JIMENEZ** – It does not have an outlet  
26 because it is a retention basin, so it is designed to infiltrate.

27  
28 **COMMISSIONER LOWELL** – And it will draw down within the 72 hour  
29 requirement?

30  
31 **LAND DEVELOPMENT ENGINEER JIMENEZ** – Within 48 hours

32  
33 **COMMISSIONER LOWELL** – 48 hours, so it won’t be a vector issue?

34  
35 **LAND DEVELOPMENT ENGINEER JIMENEZ** – No

36  
37 **COMMISSIONER LOWELL** – Perfect. That is pretty much all the questions I  
38 had. Thank you.

39  
40 **CHAIR VAN NATTA** – Would you like to start on your list of questions now?

41  
42 **VICE CHAIR GIBA** – The package we got was for a couple of mitigations that  
43 you guys are working on, so I have been working off of last month’s notes as  
44 well. I had just a couple of quick questions. My colleagues have asked a lot of  
45 them and that’s why I kind of just defer to them to do that. You said there is...  
46 you know we had several letters from residents from St. Christopher Lane. That

1 concerns me as well. Large churches and bless them, they have wonderful  
 2 attendance but larger churches also attract a lot of people who not always do the  
 3 right things. Some of the letters we got were not always pleasant about what  
 4 took place or what takes place, so I'm hoping there is some other way that you  
 5 make sure that the residents or the attendants for the church realize that you  
 6 don't park on St. Christopher's during those time frames because this seems to  
 7 be a big issue for them, so I'm hoping there is not just a sign somewhere but  
 8 there is enforcement taking place in that area. John were you going to respond  
 9 to that?

10  
 11 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yes  
 12 I've been at a neighborhood meeting. The Traffic Enforcement Division is aware  
 13 of the situation there and Transportation Engineering did work to create a permit  
 14 parking area there so with enforcement and I believe one or many of the  
 15 residents on St. Christopher's do know how to contact Traffic Enforcement so  
 16 that they can in fact ticket people who do not have permits when they are  
 17 required, so that may not be 100 percent effective but it is dealing with the  
 18 existing condition and to some extent if it is less convenient to use St.  
 19 Christopher's as an entrance and exit when you go to church, in the future when  
 20 the median is constructed, then hopefully that will further reduce the issues on  
 21 that street, but it is an existing condition and there have been meetings with City  
 22 Staff as well as the Councilmember for that District in order to try to resolve that.

23  
 24 **VICE CHAIR GIBA** – And I noticed that you were going to... the U-turn it was  
 25 also mentioned about the U-turn at Cottonwood. That is not a good way to solve  
 26 the problem as a serious of U-turns. I live up in the Hidden Springs area, so we  
 27 have a wonderful church up in that area and on Sunday it is just... and of course  
 28 two High Schools, so the traffic impact over there and Michael you know what I'm  
 29 talking about it is just really atrocious at certain times of the day and no matter  
 30 how many times the residents complain or try to do something about it, nothing  
 31 really does seem to change a whole lot, so I'm really concerned for the residents  
 32 who live right across from that church. These things are maintained and I'm  
 33 hoping that church members themselves will take a concerted effort amongst  
 34 themselves to make sure that they make a good example for the people in that  
 35 area. That was a big concern and the fact that you made it a right turn; I believe  
 36 right turn now out of St. Christopher's rather... so is there any reason why it can't  
 37 just be a one way in and one way out for that way. Is that is what it is set to do?  
 38 One way in off of Cottonwood and one way out?

39  
 40 **TRANSPORTATION DIVISION ENGINEER LLOYD** – It would be a right turn if  
 41 you are heading north on Perris Boulevard, you'd be allowed to make a right turn  
 42 onto...

43  
 44 **VICE CHAIR GIBA** – St. Christopher's and come into the parking from St.  
 45 Christopher's off of Perris. Is there any reason why you couldn't restrict that to  
 46 not coming in from into St. Christopher's from Perris and only make entrance

1 from Cottonwood like I said one way in and one way out? That would also  
 2 restrict any movement in that area for the residents that area and also give them  
 3 a little element of security saying well if they are not coming in here, there is no  
 4 chance they are going to be parking, they have to be only exit out of St.  
 5 Christopher's, they cannot enter through St. Christopher's. Is there any  
 6 possibility that could be considered?  
 7

8 **TRANSPORTATION DIVISION ENGINEER LLOYD** – It could be considered.  
 9 I'm not sure just having this discussion off the top of my head how we could  
 10 actually design something that would restrict right turns onto St. Christopher.  
 11 Nothing comes to mind immediately.  
 12

13 **VICE CHAIR GIBA** – Like on my street from 7:30 to 2:30 on Tuesdays because  
 14 the street sweeper is coming. Why couldn't there be some restriction as to  
 15 entering and exiting at that end during certain times of the day, you know  
 16 especially during high traffic times for church services. John you were going to  
 17 say something...  
 18

19 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Well  
 20 as I mentioned, the parking issue is... so there is less reason to drive in there  
 21 because of the parking issue. I'll defer to Michael but if the people going to  
 22 church can't make a right turn during certain hours, neither can anybody else  
 23 including the residents who live on St. Christopher Lane, so whatever restriction  
 24 is put into place is both for lack of a better word, a blessing and burden on the  
 25 people that live there as well as people visiting the church.  
 26

27 **VICE CHAIR GIBA** – I just threw that out there. I was reading through your  
 28 phases. You have phase one, two, three, four and five on this project and I was  
 29 hunting through here where I read that so somebody please catch me and  
 30 correct me because I thought the project begins at phase one on a specific date  
 31 and time when they begin the clock, but there is no time limit as to when phase  
 32 two starts or phase three starts or phase four starts or phase five starts, so Ms.  
 33 Meli's comment about the parking in phase four, that could be one year down the  
 34 line or that could be ten years down the line. Am I correct on that?  
 35

36 **ASSOCIATE PLANNER DESCOTEAUX** – Yes you are correct.  
 37

38 **VICE CHAIR GIBA** – So the projected parking problems ten years from now  
 39 would be very different from the projected parking from one year down the line.  
 40 Am I correct on that?  
 41

42 **ASSOCIATE PLANNER DESCOTEAUX** – Projected; yes  
 43

44 **VICE CHAIR GIBA** – Because we don't have anything that tells us you have to  
 45 complete phase one in this time frame, phase two in this time line or phase three  
 46 or any of the other phases, so what I'm suggesting here and then you are

1 probably going to hear me pop this up a few times and I'm hoping I'm peaking  
 2 the interest of my fellow Commissioners is that as you begin each one of these  
 3 phases, you could drag this thing out for 20 years and that 20 years could be  
 4 very different in Moreno Valley then it was a year from now or two years from  
 5 years now, because we don't have any way to control the time line on those  
 6 phases. Am I correct on that?

7  
 8 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yes  
 9 you are correct. Under current City Code, when somebody gets a project  
 10 approved they have three years to start the project, so that in this case be phase  
 11 one and once you build one phase of a project there are not time limits on  
 12 additional phases. So that is the current City Code. Let's say in three years they  
 13 haven't done phase one. They have the opportunity to apply for extension of  
 14 time and it would be reviewed again at that time, so that is current City Code, but  
 15 I did want to point out again the request by the church is not to increase the  
 16 capacity of the church from what it is today, so what they are doing based on the  
 17 way it is conditioned; the way it is shown, it is not to increase the capacity of the  
 18 church and therefore it is not intended to increase the parking demand at the  
 19 church. That is an enforcement issue, I understand, but they are not asking for  
 20 and increase, because if they were asking for an increase, that increased parking  
 21 would need to be created at such time as they increase the capacity.

22  
 23 **CHAIR VAN NATTA** – Now that's stretching... my understanding of it a little bit;  
 24 it's like okay you have a church, you have a certain number of people there. You  
 25 are already overburdened with parking. There is no place for people to park. We  
 26 have no immediate plans to solve that problem other than to try to keep them off  
 27 of the one street where they are really severely impacting the residents and at  
 28 the same time you are saying well they're not asking to increase the number of  
 29 people that are going to their church. It's like what are they going to do, turn  
 30 away new parishioners who show up and say we're sorry you can't go here, you  
 31 have to go to a different church. That's not going to happen. As the City grows  
 32 and more people move in and people of that faith, if that is the church their  
 33 friends are going to and that's the closest one for them, that is where they are  
 34 going to go and then you are going to have more problems and more issues and  
 35 how are you going to enforce the whole idea that you can only use one building  
 36 at a time. How is that ever going to be enforced? If the facilities are there, as the  
 37 church grows, they are going to get used and not necessarily one building at a  
 38 time.

39  
 40 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Well  
 41 since it is a Conditional Use Permit, if there is a violation and it is documented,  
 42 there would have to be a complaint and we would have to document that it is in  
 43 fact in violation, they would be back here in front of you to explain why they are in  
 44 violation and how they are going to correct that. I know that is extreme, but that  
 45 is the enforcement. The ultimate enforcement is that their Conditional Use  
 46 Permit could be subject to revocation which is a big deal. We have lots of

1 churches that become popular here in the City and typically when people want to  
 2 increase their capacity, what we suggest and condition for those that are coming  
 3 in for an approval is you need to have more services. If you have a capacity of x  
 4 and you go x plus, then you need to add additional services so you can split up  
 5 the popularity among more services and that is typically what happens.

6  
 7 **CHAIR VAN NATTA** – I realize that’s the way a lot of the churches handle it  
 8 when they are at or above capacity, they split it up and have different meeting  
 9 times, but there always times when the entire congregation wants to get together  
 10 at one time for an event where everybody is there and then you are still going to  
 11 have the problem. I’m not saying oh yeah we can go back and slap their hands if  
 12 they do it wrong, but why are we setting it up for failure already. It is already over  
 13 capacity as far as the parking goes. Can we not condition to where some of this  
 14 additional parking that is going to be added be added along with the phases  
 15 instead of waiting until phase four to add additional parking and going from 361  
 16 to 395 or whatever it was, that hardly seems like any increase at all and it doesn’t  
 17 sound to me from what I’ve seen of the location and of these plans here to be  
 18 anywhere close to the amount of parking that they are using, which brings me to  
 19 the question about that vacant lot that is across the street that they are using for  
 20 parking. Is that owned by the church? Are they leasing it from someone? They  
 21 just haven’t got permission to use it?

22  
 23 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – I don’t  
 24 know the answer. The church could answer this. There is no legal allowance to  
 25 use that lot because it is not tied to this property, so any arrangement to park in  
 26 there would be an informal arrangement between the church and that property  
 27 owner if there is one, so we can’t count that parking to meet the church’s  
 28 obligations.

29  
 30 **VICE CHAIR GIBA** – Things are already extended in their own parking. They  
 31 are using off-site parking that that the City has no control over it for all intents  
 32 and purposes, they are just using it and they are already using all the parking  
 33 they have onsite and by phase four, which could take place ten years from now,  
 34 they are only going to increase by 35 or 34 parking stalls. You know I’m  
 35 concerned and I understand. Don’t misunderstand me. I attend a very large  
 36 church in Riverside that is over 15 or 17,000 people that attend that church and  
 37 they have extended from the time I was going there all the way back to the  
 38 airport and now off to the offsite and everything else and they’ve even put a stop  
 39 light right in there to the entrance, so churches have to make accommodations  
 40 for that. This is not a church issue. I just want the people to understand this is  
 41 not a church issue, this is a building issue. This is a land use issue; a parking  
 42 issue and that the people; you have to be good neighbors around them, so there  
 43 has to be some other mitigating circumstances to take care of this and I agree  
 44 with what Ms. Meli said. Yes Jeff, I’m sorry...

45  
 46 **COMMISSIONER SIMS** – No, go ahead



1 **VICE CHAIR GIBA** – And there is a ton of stuff that I have yet to discuss but we'll  
 2 bring that up as we go and I think Commissioner Brian brought that up too, there  
 3 has to be some other answer to these problems, especially when I read through  
 4 that, I went through these phases and said this is going to go on forever and ever  
 5 and the poor people around them are going to get stuck with this problem for the  
 6 next 10, 15 or 20 years. No offence John, but you are probably not going to be  
 7 here 10 years from now unless you intend to retire here at 80 or 90.

8  
 9 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – I'm  
 10 not offended by that.

11  
 12 **COMMISSIONER LOWELL** – 80 or 90 in ten years...

13  
 14 **VICE CHAIR GIBA** – No, no, John and I have been around together for a long  
 15 time and you know this same Commission may not be here and this same  
 16 Council may not be here, so things are going to change over time, so we want to  
 17 make sure that the people that do tend to retire in their homes in that area are  
 18 protected through the time frame that they are there. That is my concern is for  
 19 them who purchased their houses 10 or 20 years ago. I've been living in my  
 20 house 24 years and still have the same comfort level that they had when  
 21 purchased the house and that is what my concern is.

22  
 23 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – The  
 24 conditions of approval will stay in place after all of us are gone and Julia did point  
 25 out to me that the current set of conditions of approval that is from 1984; those  
 26 don't have a limit on what buildings can be used. This project as proposed does  
 27 limit the use to that one, so it is in writing. If it is approved, it will be agreed to by  
 28 the church that that is the rules they are living under. The current rules don't  
 29 have that limitation, so there is potential progress, but I think at the end of the  
 30 day as the Chair said it is based on managing how many people come at one  
 31 time and I'm sure there will be times when and everyplace has a special event,  
 32 so let's go open house at a school as an example having lived near a school for  
 33 many years, they park everywhere and that is... but what we are trying to do is  
 34 every Sunday is having less of a problem there is today or hopefully resolving  
 35 that issue through other resources; the ones that I mentioned; permit parking.  
 36 Moreno Valley College had an issue with over flow parking into a neighborhood  
 37 and that was the way they worked to resolve that issue was to have permit  
 38 parking that the residents in that adjacent neighborhood weren't overwhelmed by  
 39 over flow parking from the College, so that is something that has been used  
 40 elsewhere in town and I know it is not perfect, but it is meant to take care of what  
 41 is really an existing problem. It is not a new problem created by this proposal.

42  
 43 **VICE CHAIR GIBA** – Well I'm hoping that the church can respond to some of  
 44 these questions. If they've taken measures to acquire that property as their  
 45 actual parking locations or something. Other churches I know take those

1 measures to alleviate the problems in the community for that. I'm sorry Jeff, go  
2 ahead.

3  
4 **COMMISSIONER SIMS** – Yeah this has nothing to do with the church or  
5 anything. I think there is an obligation when we have residents right next to a  
6 facility that has had growth, which is good and so I work for agency... I wanted to  
7 make a couple of points. We have; the agency I work for, we have special  
8 events once in a while. When we built our building and we are a public agency,  
9 we have prescribed amount of parking for the normal course of business and if it  
10 is adequate or not our building was built when it was built, but if we've exceeded  
11 that, but we have to get a permit for a special event like we have a garden or  
12 plant sale or something like at our district, then the over flow parking is  
13 significantly more than what our parking will handle. We have to go to make  
14 arrangements.

15  
16 Fortunately where we're at there is a shopping center across the way. We go do  
17 a temporary arrangement with the landlord of the shopping center and then we  
18 make arrangements to have shuttle buses and crossing guards to get people  
19 from the parking lot for that specific special event. What we have here is not  
20 special events. I have been there for a funeral where there was probably 1500  
21 people there. I don't know... there were people outside and there were TV  
22 people and it was a big deal, but what is happening here is not special. This  
23 happens every Sunday and it happens all the time and so it is kind of a  
24 conflicting; it is an exacerbation of an existing problem by approving  
25 improvements on this where it is going to attract more and more parishioners to  
26 come as a customer to this facility.

27  
28 You know, in my world we condition projects and typically there is discretion in  
29 the establishment of the phases and the improvements that go within each of the  
30 phases. It looks like in phase one and I suppose there was a coordination or a  
31 negotiation or what not between Staff and the proponents on what will be  
32 included in phase one, but you know usually the phases is how much money do  
33 you have; can we afford. Well just me as a single Commissioner I would say that  
34 as a good neighbor providing a service to the community, you would first want to  
35 set up the boundary conditions around your property and use all your money  
36 instead of anything on the interior of your facility to mitigate any of your impacts  
37 to the neighbors, so instead of spending money for incense on phase one, a new  
38 multi-purpose building or renovating an existing single family residence, build the  
39 wall on the east side; build the retention basin, fix the street. Do whatever the  
40 stuff is on the boundaries and get that mitigated so that you are a good neighbor  
41 and then start working in because if there is a limited amount of dollars,  
42 otherwise you'd just do this all in one; there would be just one fell swoop and it  
43 would get knocked out. But you know that is my two cents.

44  
45 **VICE CHAIR GIBA** – I agree  
46

1 **COMMISSIONER LOWELL** – And me too. I had a couple of questions for  
 2 Michael. On Cottonwood, it says there are going to be some improvements on  
 3 the southern side; the sidewalk, driveways and what not. Is there any way of  
 4 getting the church to improve the opposite; the opposing frontage so the  
 5 westbound traffic would have more than one lane? That would mitigate a lot of  
 6 traffic coming out through St. Christopher if Cottonwood was a little bit more  
 7 efficient.

8  
 9 **TRANSPORTATION DIVISION ENGINEER LLOYD** – To answer your question  
 10 the Traffic Study did not indicate a need for that and so I was in a position and I  
 11 understand exactly what you are saying and don't disagree, however I had to  
 12 depend on what the Traffic Study was saying from a numbers standpoint and the  
 13 numbers didn't bear it out where I felt comfortable requiring the church to do  
 14 improvements on the opposite side of the street.

15  
 16 **COMMISSIONER LOWELL** – Is there any way that the City would be willing to  
 17 do that. I mean it is a pretty busy street on pretty much most days. It is a one  
 18 lane road going westbound which kind of bottlenecks right in front of the church.

19  
 20 **TRANSPORTATION DIVISION ENGINEER LLOYD** – There was a recent  
 21 Capital Improvement Project and put in the second westbound lane across the  
 22 vacant lot frontage, so the most closest to the intersection, so it is possible for the  
 23 City to do that. It would be just a matter of identifying funding for it and including  
 24 it as a part of the CIP that we go through each year. So it has been done to a  
 25 certain extent and it is certain could be done in the future.

26  
 27 **COMMISSIONER LOWELL** – I have one more question possibly for John or  
 28 Julia. If you had to approve the vacant lot to turn into St. Christopher's Church,  
 29 what would the parking requirements be? Would it comparable to 391 lots or  
 30 parking stalls? Would it be 400 or 500? Do we have idea...?

31  
 32 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – So  
 33 you're saying if it was built today?

34  
 35 **COMMISSIONER LOWELL** – If it was built today, what should the parking be?

36  
 37 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yeah  
 38 we would just divide the sanctuary by 35.

39  
 40 **ASSOCIATE PLANNER DESCOTEAUX** – By 35... It would still be the same  
 41 except there is fixed seating, there is another formula for that and the applicant  
 42 actually has the information. He might be able to tell you exactly what that  
 43 number is but is division based on linear feet of the pews.

44  
 45 **COMMISSIONER LOWELL** – Comparable to what is there now  
 46

1 **CHAIR VAN NATTA** – But you are talking about just using the square footage in  
 2 the sanctuary; not the sanctuary and the multi-purpose room and the other  
 3 meeting room and the other areas that are going to be built and so forth?  
 4

5 **ASSOCIATE PLANNER DESCOTEAUX** – That’s correct but...  
 6

7 **COMMISSIONER LOWELL** – Back to the Conditional Use Permit limiting usage  
 8

9 **ASSOCIATE PLANNER DESCOTEAUX** – Right  
 10

11 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Right  
 12 and it still would be limited and this is true of any church really that has been  
 13 approved in the last 15 years since I’ve been here. It is the parking and by code  
 14 is based on the largest assembly area and I can’t recall a church that hasn’t had  
 15 that same requirement that you can only use one building at a time.  
 16

17 **CHAIR VAN NATTA** – I think every church that I’ve ever gone to, it’s like yes  
 18 have the main meeting room and while you are doing that you have Sunday  
 19 school classes in another building or you have child care over in another area or  
 20 you have a separate class or something going on somewhere else. I don’t think  
 21 I’ve ever attended a church where only one building on the facility is being used  
 22 at any one time.  
 23

24 **COMMISSIONER LOWELL** – Isn’t that the intent of the permit that Sunday  
 25 school classes are not in a different building or daycare. You couldn’t provide  
 26 those services any more during mass.  
 27

28 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yes,  
 29 the idea is that... and I went to church elsewhere where we had Sunday school  
 30 and then we went to church with the adults, but so we weren’t using two separate  
 31 places at the same time, but yes it is assumes that when the main service occurs  
 32 that everybody is in the same place.  
 33

34 **COMMISSIONER LOWELL** – That just seems very impractical considering what  
 35 Commissioner Van Natta just said that they do offer daycare services and  
 36 Sunday school services for children and they don’t go to the main mass in the  
 37 assembly building. It is counterintuitive to limit the services.  
 38

39 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Well  
 40 and it is not to be facetious but people that aren’t in daycare aren’t driving, so...  
 41

42 **COMMISSIONER LOWELL** – My kid does  
 43

44 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Okay  
 45 that’s that. Let me know where you go and I will stay off the roads that day.  
 46

1 **CHAIR VAN NATTA** – You know a lot of people are...

2  
3 **ASSOCIATE PLANNER DESCOTEAUX** – The applicant may have some  
4 additional information on that because their process is a little different where at  
5 some other churches the children do leave and go to Sunday school but they  
6 come back to church, so whether that is true in this facility, but they wouldn't be  
7 needing additional parking because..

8  
9 **CHAIR VAN NATTA** – It seems to me we're looking at this as though this is a  
10 static church and it is going to stay its size and it's never going to get bigger and  
11 they're not going to have any more cars and 35 more spaces is going to be  
12 enough, when already it isn't.

13  
14 **COMMISSIONER SIMS** – Yeah on thing that kind of caught my ears is when you  
15 were explaining when the question was asked what would the parking be today  
16 and the answer is well we'd have the same. We need to rethink that then and I  
17 would ask Staff to go back and think about looking at our Ordinance or whatever  
18 the parking requirement is because that is just perpetuating a problem. We  
19 either need to have a linkage because there are... I drive by there quite often on  
20 a Sunday sometimes and there is just a lot of... it's great, it's great that people  
21 are going on Sunday to church but they don't have a parking spot so they are  
22 parking wherever. I would just say that would be something and I'm not being a  
23 problem deliverer and not a problem solver at this particular moment, but it would  
24 just seem to me if that is not a very good answer if in today's code you'd have the  
25 same problem; you'd approve it and have the same problem, that is not a good  
26 answer.

27  
28 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yeah I  
29 don't think that was quite the answer that Julia was trying to deliver. The number  
30 of parking spaces would be the same regardless of whether this application gets  
31 approved or it stays the same as it is. That is unrelated to the amount of parking  
32 we would require today because as proposed and that is for you all to feel  
33 comfortable with, they are proposing not to expand the capacity and therefore we  
34 fall back on their existing non-conforming parking. If you should determine that  
35 they can't add any facilities without meeting the current code. That is a whole  
36 different discussion.

37  
38 **COMMISSIONER SIMS** – So does the Fire Marshall goes through; the Fire  
39 Captain go through on a Sunday and it see if there is more people in the  
40 sanctuary than if there are more cars. I'm just being simple here. If there are  
41 more cars than fit the space as originally approved for the sanctuary and that is  
42 where everybody is congregating in the one spot at that time for that service are  
43 they exceeding their fire code because one should fit within the other?  
44

1 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Well  
2 again we are talking about a parking requirement from 1984 which is not the  
3 City's current parking requirement.

4  
5 **CHAIR VAN NATTA** – But you just said it would be the same

6  
7 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – No,  
8 sorry, what we said is the number of parking spaces that are there are the same  
9 with this application as they are today. That is not the parking requirement, that  
10 is the parking on the ground and I apologize for that confusion.

11  
12 **COMMISSIONER SIMS** – I was trying to get a comparison

13  
14 **CHAIR VAN NATTA** – I think the question he was asking was if somebody were  
15 to build that size of sanctuary right now today at today's code, how many parking  
16 spaces would we be requiring of them.

17  
18 **ASSOCIATE PLANNER DESCOTEAUX** – If the assembly use area is 11,300  
19 square feet and we don't use the fixed seating because again that is a different  
20 formula, but we divide it by 35, we get 322 parking spaces.

21  
22 **COMMISSIONER LOWELL** – That's how many would be required if we built the  
23 sanctuary today?

24  
25 **ASSOCIATE PLANNER DESCOTEAUX** – That's what be required today if we  
26 built the assembly area today with non-fixed seating.

27  
28 **CHAIR VAN NATTA** – How does fixed seating change that?

29  
30 **ASSOCIATE PLANNER DESCOTEAUX** – There is a different formula. It is 4.5  
31 linear feet...

32  
33 **COMMISSIONER LOWELL** – Do we know what the fire capacity of the building  
34 is? I mean can it handle 321 individuals? Can it handle 600 people?

35  
36 **FIRE MARSHALL METZ** – Yes, Randy Metz, Fire Marshall. We have not  
37 received any complaints for overcrowding at this place of worship. It is a  
38 relatively large sanctuary and I don't have the exact capacity on hand. We'd  
39 have to pull the inspection file to see what permit has been issued for occupancy  
40 but from the Fire Marshall's perspective the number of cars does not equate the  
41 number of people in the sanctuary because you can have one person arriving in  
42 a car or you can have a family of six arrive in a car.

43  
44 **COMMISSIONER LOWELL** – Correct, but it is safe to assume if you have 600  
45 cars there is at least one driver per car, you'd have 600 people as a minimum.

1 **FIRE MARSHALL METZ** – Again we set occupancy based on maximum  
2 occupant load per building. The Fire Department does not regulate which  
3 buildings are being utilized if people are in more than one building as you know  
4 we've talked about being a condition in the new project here, so we would simply  
5 respond reactively at all of our church sites. If we get a complaint on somebody  
6 concerned on overcrowding, we would then follow that up with a response to the  
7 pastor and possibly at that point in time have one of our inspectors show up on a  
8 Sunday to verify what the observation is on occupant load.

9  
10 **COMMISSIONER LOWELL** – Is the occupant load based on square footage of  
11 the building?  
12

13 **FIRE MARSHALL METZ** – It is based on square footage of accessible locations.  
14 There is a very comprehensive formula out of the building code that establishes  
15 how many square feet per person are required in one portion of the building  
16 versus another. For example in the foyer of a church you have a different square  
17 footage rate than in actual seating area of the church, whether you have fixed  
18 seating versus pew seating is a different factor, so there is about 30 different  
19 square footage formulas that we would apply based on the exact uses of that  
20 area.  
21

22 **COMMISSIONER LOWELL** – So if we have a square footage of approximately  
23 11,000 square feet for the sanctuary would it be safe to say that you had an  
24 occupancy load of say three or four hundred?  
25

26 **FIRE MARSHALL METZ** – That is safe to say easily.  
27

28 **COMMISSIONER LOWELL** – Would maybe five or six hundred be an  
29 acceptable number?  
30

31 **FIRE MARSHALL METZ** – It is quite possible. We normally would get for a fixed  
32 seating they base it on seven square feet per person without any tables so to  
33 speak, so you've got in an assembly room you've got a hall with tables and  
34 chairs we'd use a rating factor of 15.  
35

36 **COMMISSIONER LOWELL** – So at that you say seven square feet per person  
37 for one scenario and 15 square feet for another scenario.  
38

39 **FIRE MARSHALL METZ** – Correct  
40

41 **COMMISSIONER LOWELL** – And if you have an 11,000 square feet building  
42 just ball parking it, that building has a capacity of about 1,000 individuals.  
43

44 **FIRE MARSHALL METZ** – That is entirely possible  
45

1 **COMMISSIONER LOWELL** – And we have parking for 361 cars. I doubt every  
 2 single car has at least three people in it, which means the parking situation is  
 3 dramatically insufficient for what is need and I think that as a general idea for this  
 4 project we need to address the parking concern before we address any new  
 5 facilities.

6  
 7 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** –  
 8 Parking for assembly uses and this is all assembly uses like a movie theater or...

9  
 10 **CHAIR VAN NATTA** – I’m sorry, I couldn’t hear you

11  
 12 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** - Any  
 13 assembly use when we talk about parking, the generally accepted practice is that  
 14 there are three people; you know one parking space for every three people and  
 15 so on this one particular one; yes, three hundred and some parking spaces are  
 16 intended to accommodate 1,000 people, so there is rough equivalency between  
 17 the Fire Marshall’s discussion and the parking that is required. Again that  
 18 doesn’t mean that is today’s reality but I haven’t read any literature that has  
 19 changed that factor. Typically you have a variety of people going to an assembly  
 20 area. You have everything from an individual going, to a family to a group of  
 21 friends, so it is meant to average out and that doesn’t always work on the ground.

22  
 23 **COMMISSIONER LOWELL** – Thank you

24  
 25 **VICE CHAIR GIBA** – Is it Randy?

26  
 27 **FIRE MARSHALL METZ** – Yes sir

28  
 29 **VICE CHAIR GIBA** - Yeah don’t call me sir, I work for a living. Not to put you on  
 30 the spot or anything but I’ve gone through a lot of these and there are Fire  
 31 Marshall issues and everything and I think Commissioner Brian brought up a very  
 32 point. Do you or your team ever go and actually kind of make spot checks  
 33 because it one thing for the establishment of any kind to say this is what we  
 34 intend to do and it is another thing to actually have something different take  
 35 place. Have you ever gone there and actually just kind of done a spot check to  
 36 see how many people are attending and how many parking spaces as a course  
 37 of approving these documents rather than just some formula we use. Have you  
 38 physically gone over there and looked at the facility during peak operations and  
 39 seen what takes place.

40  
 41 **FIRE MARSHALL METZ** – No we don’t normally send my inspectors out on a  
 42 Sunday to observe occupant loads, again unless we get a complaint from  
 43 somebody on a potential overcrowding issue. We do annual inspections of all of  
 44 our churches and places of worship. That is normally done during the week  
 45 when our normal operating hours are looking at fire code violations. We remind  
 46 them of occupant load requirements are and ensure they are in compliance with



1 the requirements out of the Fire and Building Code for an occupant load that has  
 2 been established for them, but unless we get a physical complaint our  
 3 assumption has to be that they will remain in compliance with the permit that has  
 4 been issued by the Fire Department based on occupant load.

5  
 6 **COMMISSIONER LOWELL** – Is there any way that we could get random  
 7 Sunday checks instead of doing annual inspections with two weeks' notice  
 8 saying hey we are going to come down here and make sure your fire  
 9 extinguishers are in place? Could we send an inspector out to churches during  
 10 their busiest time of the week as opposed to Monday when there is nobody  
 11 there?

12  
 13 **VICE CHAIR GIBA** – This isn't a Walmart, though it is not open Monday through  
 14 Friday.

15  
 16 **COMMISSIONER LOWELL** – I mean it might be open but it is very, very low...

17  
 18 **VICE CHAIR GIBA** – It's peak operating hours really are Sunday which are not  
 19 normally your working hours, so all I'm suggesting is...

20  
 21 **COMMISSIONER LOWELL** – We don't test concrete and steel in buildings when  
 22 it is just sitting there on the ground. We test it under max load to see what its  
 23 failure rating is, so it seems only obvious that we should go out and inspect a  
 24 building like this especially when there is a massive parking issue, which kind of  
 25 indicates there is a lot of people in the building, but we only inspect it during the  
 26 weekdays 8 to 5. That seems kind of not exactly the best mandate of  
 27 approaching the situation.

28  
 29 **FIRE MARSHALL METZ** – To answer that, yes inspections could be done. It  
 30 would be an operational decision on behalf of the Fire Chief if he wanted to send  
 31 out what we would call a non-reactionary inspection process, but that would be  
 32 different than how we handle any other night club, restaurant that has high  
 33 occupancy numbers. Occupant load checks for the most part in this City have  
 34 always been on a response based on complaint and if we don't get a complaint,  
 35 our assumption has always been that they are operating within that capacity. I  
 36 have not gotten any concerns from people on places of worship on occupant load  
 37 issues anywhere in the City in the last few years that I can think of. The only  
 38 types of occupancies we've had this situation come up with was a couple of  
 39 drinking establishments for after-hours night club operation, which we have  
 40 worked in the past after hours late at night to confirm that there in compliance  
 41 with their permit requirements. So it would be something we'd have to discuss  
 42 with the Fire Chief to bring in inspectors on the weekend to actually perform  
 43 these type of duties. Again it is not our intent to be disruptive to any worship  
 44 process and that would be the concern that we would have; not having any  
 45 actual complaints, how would be a fire inspection process mix with their actual  
 46 worship process there.

1 **COMMISSIONER LOWELL** – It would be more just as a silent observer. It's kind  
 2 of like a speeding limit; a speed limit. It is perfectly legal to do 85 on the freeway  
 3 unless there is a cop around, so if you have an occupancy level of 400 people  
 4 and there is nobody that is ever going to inspect it because it is on a Sunday and  
 5 we are only open 8 to 5 Monday to Friday, you could cram two or three thousand  
 6 people in the building and until somebody complains it is perfectly legal. So you  
 7 wouldn't have to go by to do an actual inspection, just have somebody drop by  
 8 once to kind of poke your nose around and say this looks like about three or four  
 9 hundred people; it seems a little reasonable, but if there is people standing in  
 10 every nook and cranny of the building and you can't move, that kind of would  
 11 warrant a little further investigation.

12  
 13 **COMMISSIONER SIMS** – And it think you have empirical... well I think what you  
 14 have here is the City has already been put on notice that there is an issue here  
 15 with occupancy, based on the fact that they're addressing the residents on St.  
 16 Christopher Lane complaining about having no parking on Sunday's on the south  
 17 side of Christopher. That must have been a known act and some kind of a  
 18 Traffic Safety Commission or some kind of approval was done and I don't know if  
 19 those are done administratively at the City, but somebody must have  
 20 complained; the City acknowledged it; the overflow parking and took proactive  
 21 steps to address that. That is symptomatic of there is overflow; there is  
 22 overcrowding at this thing and so I think there was the need because this is a  
 23 special case; I mean we've seen two churches in the last two Planning  
 24 Commission Hearings, but it is a rush on churches right now, but anyhow at the  
 25 end of the day the City is on note or was on note there is an issue. The street  
 26 conditions would tend to say there is an issue that had to be addressed, so I  
 27 would go to say that that occupancy thing just doesn't square up with me a little  
 28 bit.

29  
 30 **CHAIR VAN NATTA** – Actually when you look at it, the fact there is a traffic  
 31 problem and a parking problem, doesn't necessarily mean there is an occupancy  
 32 problem because if you simply say okay we used to average three people per car  
 33 and now we are only averaging two people per car, that is going to give you that  
 34 traffic problem and the occupancy and the parking problem where there is an  
 35 occupancy issue or not.

36  
 37 **COMMISSIONER LOWELL** – We should make it carpool only church.

38  
 39 **COMMISSIONER SIMS** – Fair enough

40  
 41 **CHAIR VAN NATTA** – Yeah or what was that one where you used to be able...  
 42 the Crystal Cathedral where you could park in the parking lot and listen on the  
 43 speakers or whatever... Actually I'd kind of like to unless somebody has a  
 44 burning question, I'd kind of like to move this along and get the applicant up here  
 45 so that we can further pepper them with questions, so I'm going to open the  
 46 Public Comment portion of this Hearing and we will start with the Applicant.

1 **APPLICANT LORD** – Good evening. My name is Bennett Lord with Lord  
2 Architecture. Interesting crowd tonight. I want to thank you for your deliberation  
3 and your time. I want to thank Julia and the Planning Staff and the Engineering  
4 Staff and Fire Staff. This has been a three and a half year, very complex road  
5 that we've now come to this critical point today. It has also been not only a long  
6 journey but a journey of discovery. As we go through the process, we have  
7 discovered various things that have to be addressed. At first it all starts out as a  
8 wonderful planning exercise and then it gets into the nitty gritty and so we are  
9 seeing a lot of that evidence of the nitty gritty unfold here tonight and for the last  
10 month or so. I want to explain a little bit about the phases.

11  
12 As you can understand, parishes and churches run on the kindness of others and  
13 sacrifices of their parishioners and so these phases were developed in  
14 incremental chunks that were deemed to be affordable starting very modestly  
15 and then moving on to the more elaborate. It helps to build momentum when  
16 there is something that can be immediately done. To address a comment earlier  
17 about can we do all the infrastructure first, part of the difficulties that we have  
18 been made aware of during the discovery process, was that one of the buildings  
19 on the campus is currently being used as an office building and it was built and  
20 designed and permitted as a residence. Another building was designed as a  
21 storage facility and it is being used as an occupied space, so we are under a  
22 mandate you know as quickly as possible, i.e. phase one to correct those specific  
23 items. That is why the remodeling one building and the creation the little second  
24 hall that would be able to then relieve those two problems.

25  
26 The other issues that have come up and I'm going to get into parking in a little bit,  
27 but I'd like to take care of some other things as well, we have been studying the  
28 grading a great deal. There have been issues about grading as it is on the east  
29 side of the property and some issues with neighbors in trying to make sure that  
30 water doesn't flow in that direction and the basin or the detention basin is going  
31 to solve a lot of that. Water will flow from various parts. It all flows to that corner  
32 and we are trying to make sure that the grading is adjusted so that it captures  
33 that.

34  
35 As part of the incremental approach to this whole thing, the east property line as  
36 each increment progresses would get a block wall. We would like to continue  
37 doing that incremental. I know there has been a request to have the continuous  
38 block wall built right away but we don't know what the grading will be specifically  
39 in phases four and five, so we don't know whether that block wall will be at the  
40 right elevation at that time, so we believe that incrementally following it along will  
41 be still the best policy. Parking... we crunched numbers. Julia and I have been  
42 going back and forth on numbers in conversations and emails. We recalculated  
43 everything and the actual Municipal Code says there are three ways to check for  
44 your parking requirements within an assembly space. One is to do it by 35  
45 square feet per car if it is unfixed seats. If it is fixed seats or the pews, you count  
46 either the linear feet of pews and divide by one car by four and half feet or you do

1 it per one car per three occupants of those seats, which the code says it is 18  
 2 inches per person, so that is the same as one in four and half feet, so we ran  
 3 those numbers again. We ran the numbers for each of those incremental bits  
 4 including the side chapel and including the other assembly areas off to the side  
 5 that were built in 1990 and we can up with the numbers that you have. So we do  
 6 have 361 parking spaces on site now. That is much more than the original 208.  
 7 Also what is being done in the parish right now is that this condition for not using  
 8 the other assembly space simultaneously with the church; that is happily being  
 9 accepted here. It had been used in the past but the parish has done some  
 10 enforcement but also they have added one more mass at 7 o'clock on Sunday. It  
 11 has happened within the last month or so and it has proved to alleviate some of  
 12 the traffic and/or the traffic as people arrive and leave and also just during  
 13 masses themselves.

14  
 15 As to the Traffic Study, the reason they counted the cars midday on a Sunday is  
 16 that the most heavily attended masses are at 12 and at 2 o'clock, so that is going  
 17 to give us the worst case scenario instantaneously. They do have a total of nine  
 18 masses. They are spread out over two days so that they trying to mitigate it and  
 19 this latest addition will help. One other thing that is important to see in the bigger  
 20 picture is that within a relatively good span of time say while this first phase is  
 21 under way or being designed, there are plans by the diocese to add a new  
 22 sanctuary at St. Patrick's and also to add a 1200 seat sanctuary at St. James in  
 23 Perris that will help diminish the load because there a lot of people that come to  
 24 St. Christopher that would otherwise would be attending at those other two  
 25 parishes. So there is a larger picture here that we would like you to be aware of.  
 26 I have here with us tonight our civil engineer; we have a representative from the  
 27 diocese; we have members of the parish here, so we have the ability to address  
 28 a number of your questions and concerns. Obviously a lot of them have been  
 29 put out so far, but we are here to address your questions and issues rather than  
 30 me giving another big preamble. Thank you very much.

31  
 32 **CHAIR VAN NATTA** – Questions?

33  
 34 **VICE CHAIR GIBA** – Sure, you mentioned earlier on about block wall and  
 35 elevations later down the road. Why aren't you considering the elevations on the  
 36 neighbors' property as your primary concern versus your elevation? To be  
 37 honest with you I have walked your location. I've gone out and visited the site  
 38 and I have responded and spoken with some of the neighbors in the area and it  
 39 does look as if and if you go to the cul-de-sac right there you can see that there  
 40 is an elevation increase of over three feet from the original cul-de-sac built, so  
 41 you vacant lots are already like three feet higher than the plans that you are  
 42 giving us showing the topography; the original topography.

43  
 44 **APPLICANT LORD** – And we are required to put that in.  
 45

1 **VICE CHAIR GIBA** - So if you were to build a brick wall on your side for instance  
2 or you know at a certain height, it would be different than if you'd have had it on  
3 the property side of the individual or the neighbors around you. Am I  
4 misunderstanding your concern here on that particular issue?  
5

6 **APPLICANT LORD** – Okay on the first phase we have to surround the whole  
7 southeast corner with a block wall at that time. It is the northern end of it that is  
8 coming at later phases and if that grade is higher... let's say it is on the property  
9 line of the existing homeowner who is adjacent and it is low and we grade high,  
10 then that six foot high wall isn't going to do much good. It is going to be a net  
11 three foot or so, so what we are trying to do is figure out where the best balance  
12 will be for the future for that full six foot developed height to have its greatest  
13 effect. Ultimately I do not know what those final grades will be.  
14

15 **COMMISSIONER LOWELL** – But you have a preliminary grading plan that  
16 shows some preliminary grades. It seems like it wouldn't be that far of a step to  
17 go from a preliminary design to an ultimate design just for the wall's sake.  
18

19 **APPLICANT LORD** – Umm... let me think about this for a second. I have been  
20 involved with parishes for almost 30 years and the way they incrementally grow  
21 by these phases does take time and with each phase the impact that we are  
22 showing with each phase for the size of the buildings and the quantities we  
23 follow, but not necessarily the design layout and not necessarily the landscaping,  
24 not necessarily the ultimate arrangement, the impact is the same but we have to  
25 plan for the ability to manipulate. That is why we have no floor plans. We just  
26 have blocks showing that and that is why we are conditioned to come back for  
27 design review and for conformance review in that future time. That allows us to  
28 understand that over the course of time things do change. The dynamic of a  
29 parish does change. The way it operates does change. We have no idea in the  
30 active diocese here what will be so we are trying to create the framework within  
31 which we can create that ultimate goal, but not sufficiently tie it down where we  
32 are setting up ourselves for something that may or may not happen at that time.  
33 We are creating those sort of pockets or those placeholders that give us that  
34 capacity.  
35

36 **COMMISSIONER LOWELL** – Understood  
37

38 **APPLICANT LORD** – Thank you  
39

40 **VICE CHAIR GIBA** – Back to what I was saying about the grading and stuff  
41 because like I said I visited the site and maybe you can explain to me why the  
42 elevations have gone so high from the original elevations that are showing on  
43 your topography and I understand about the catch basin. We'll talk about that  
44 probably a little bit later because there is some portions of it I'm sure my  
45 engineering friends can explain to me just as well, but just because you have a  
46 catch basin doesn't mean that the rain is not going to run off this higher elevation.

1 What I saw was your property is much higher elevated than the surrounding  
 2 neighborhood properties. I don't know why it is that way. I don't know why it has  
 3 been elevated from the original topography mapping and from the original... if  
 4 you saw from the cul-de-sac alone, I don't understand why that was done; why it  
 5 has been elevated. But even if you have a catch basin you are still going to have  
 6 a tremendous amount of run off from elevated side. In other words your site is  
 7 much higher than the surrounding neighbors are and I don't suspect the catch  
 8 basin is going to catch all of that run-off in a 100 year storm or whatever, so  
 9 maybe you could explain that to me because this not my expertise.

10  
 11 **APPLICANT LORD** – I'm not a civil engineer either but we have discussed this  
 12 very phenomenon quite a bit and there was dirt. This is one of the things we  
 13 have to correct was dirt that was added on there when a piece of ground used by  
 14 an individual for heavy equipment and for storage. They have not been there a  
 15 year now but they have dirt that was brought out there. They would bring their  
 16 spoils, so now we have to make that correction. I believe that our civil engineer  
 17 has walked it and he believes that the flow still ultimately goes towards that  
 18 basin. He also indicated in a meeting with City Staff a while ago and oh gosh I  
 19 can't remember when but if when they are doing the first phase we can make a  
 20 pass with a grader to get the water to go into that basin. That's not...that  
 21 happened too, but our overall intent and I believe the rest of the design is that the  
 22 water will indeed flow into that basin and that has been checked by staff and you  
 23 have quite a lot of freeboard to make sure. You also realize that at the end of the  
 24 St. Christopher Lane, that dirt that was placed there over time has blocked water  
 25 from flowing. That too is going to be corrected at that point. (Microphone goes  
 26 off – inaudible) Correct me if I'm wrong. Oh and another issue just that came  
 27 up, there have been informal visits by Fire Marshalls during mass and it happens;  
 28 not on a frequent basis but it does happen on an occasional basis. I was  
 29 reminded by the parishioners when the subject came up.

30  
 31 **CHAIR VAN NATTA** – So phase one will address the problem with the drainage  
 32 on St. Christopher Lane?  
 33

34 **APPLICANT LORD** – The detention basin is designed to pick up that load  
 35 coming down; yes. That is the low point for that corner; the low point for the  
 36 whole parish property and the street will then flow or water that flows down the  
 37 street will then take care of that problem even though it is not on our property, it  
 38 will take care of it; yes.  
 39

40 **CHAIR VAN NATTA** – I guess what I'm looking for is a very direct answer. Is  
 41 that going to correct the flooding problem on St. Christopher?  
 42

43 **APPLICANT LORD** – Let me defer to Manny Sanchez, our Civil Engineer.  
 44

45 **SPEAKER SANCHEZ** – Good evening Commissioners. My name is Manny  
 46 Sanchez. I'm a Civil Engineer, President of Jamus Engineers. We did some of

1 the work on the project, Tentative Parcel Map, the preliminary grading plan, the  
 2 drainage study and the preliminary water quality management plan. I heard the  
 3 questions with respect to the drainage and if we can put on the screen the  
 4 preliminary grading plan, maybe I can explain a little bit of this. Is that possible?

5  
 6 **COMMISSIONER LOWELL** – While we're waiting was a hydrology study  
 7 officially prepared for the project?

8  
 9 **SPEAKER SANCHEZ** – Pardon me?

10  
 11 **COMMISSIONER LOWELL** – Has a hydrology study been prepared for the  
 12 project?

13  
 14 **SPEAKER SANCHEZ** – Yes we prepared the hydrology study.

15  
 16 **COMMISSIONER LOWELL** – And all the drainage areas, is that from half of  
 17 Perris Boulevard? Does it include all of Cottonwood? What is the boundary?

18  
 19 **SPEAKER SANCHEZ** – Well let me explain. Of course we are bounded by  
 20 Cottonwood on the north. The flow of water; the direction of flow is to the east.  
 21 On Perris on the other street the flow is to the south, so we have flows going  
 22 generally in all of that area to the south and to the east. If you remember from  
 23 geometry and trigonometry, the vector then is southeast. The flow in the whole  
 24 general area is to the south and the east. That's why the catching storm drain is  
 25 here. We did not study upstream. There is about a 60 or 70 or 80 inch pipe in  
 26 Cottonwood, but that takes care of the water coming in from the north, so we  
 27 took from; we assumed that there is no water coming into the site from off site  
 28 and it is flowing to the southeast. That is historical flow. It has probably gone  
 29 that way for hundreds, if not thousands of years. The whole area out there goes  
 30 in that direction, so we took the water on the site; we continued to take it to the  
 31 south and to the east. Okay, may I approach? Cottonwood is there and it's not  
 32 going to move. Perris is there and it's not going to move. St. Christopher Lane is  
 33 there and it's not going to move. St. Christopher flows in this direction. This  
 34 flows in this direction and this flows in this direction and part of the site remains  
 35 the same, so that is fixed, this is fixed. The cul-de-sac really is fixed, so we call it  
 36 constraints. Okay it seems to take the grading through this direction. The  
 37 question is about this part of the site. What we did was to build (?). We have a  
 38 driveway that goes from the end of St. Christopher Lane and it goes up here to  
 39 Cottonwood. What we did is we made... (Microphone goes off – inaudible)

40  
 41 **CHAIR VAN NATTA** – Are you talking about that house that's there on  
 42 Cottonwood?

43  
 44 **SPEAKER SANCHEZ** – Pardon me?  
 45

1 **CHAIR VAN NATTA** – Those structures... can we back up just a minute before  
2 we get to that because my question has to do with St. Christopher Lane and the  
3 flooding problem on St. Christopher Lane.

4  
5 **SPEAKER SANCHEZ** – On St. Christopher Lane... (Microphone is off –  
6 inaudible).... So the problem here is somebody through grading or whatever has  
7 reversed the flow; the normal flow is down here, so the water comes into this  
8 vacant lot here and it continues south to the next street and then it goes to the  
9 east way down the street and ends up into Kitching. That is where most of the  
10 water is going. The water... this is also been graded; this part of the site here is  
11 undeveloped and the water here goes south and then it is forced to go uphill so  
12 to speak. The natural grade is downstream. The water flows this direction and  
13 into here, so what we've done is try to eliminate that issue where the water is  
14 going. It is going illegally I guess you could say, but we take our flow into this  
15 retention basin. As was stated before, designed for the 100 year storm. It can  
16 probably take the 500 year storm. The 500 year storm is not about 5 times  
17 bigger than the 100 year storm. A ten year storm; you've heard of the 10 year  
18 storm and a 100 year storm is 1.56 times bigger than a 10 year storm, not 10  
19 times, so this probably holds about the 500 year storm. Then we have if a bigger  
20 storm hits, the water would go further to the east and we would have an  
21 emergency overflow and it would flow in the same direction as it historically has  
22 gone.

23  
24 **COMMISSIONER LOWELL** – Two questions... do you know what the volume of  
25 the basin is? Do you know if it is 10 acre feet?

26  
27 **SPEAKER SANCHEZ** – Yeah I have those numbers.

28  
29 **COMMISSIONER LOWELL** – Two acre feet is the 100 year storm?

30  
31 **SPEAKER SANCHEZ** – Yeah the volume is two acre feet.

32  
33 **COMMISSIONER LOWELL** – It's kind of small

34  
35 **SPEAKER SANCHEZ** – Yeah we used a Riverside County Hydrology Manual  
36 and their methodology.

37  
38 **COMMISSIONER LOWELL** – And then the emergency overflow, I'm looking at  
39 the ortho map that was provided basically the Google earth map. It doesn't show  
40 that the emergency overflow actually connects to anything. It just looks like it is  
41 going to be surface drainage right along the neighboring properties backyards. It  
42 could theoretically wash their houses out. Is there any recourse for managing  
43 the downstream of this?

44  
45 **SPEAKER SANCHEZ** – At this point drainage law dictates that you don't block  
46 upstream flow from coming onto your site, but also that you are allowed to



1 continue downstream flow. You are not allowed to concentrate it or change the  
2 location where it goes. This is normally where it goes.

3  
4 **COMMISSIONER LOWELL** – Correct, however the existing flow, flows south  
5 along the neighboring house and gets collected on Sweetgrass Drive and we are  
6 proposing to bypass Sweetgrass Drive and put it behind the houses instead of in  
7 front of them, so it seems counterintuitive to what you just said.

8  
9 **SPEAKER SANCHEZ** – I'm not understanding what you are saying.

10  
11 **COMMISSIONER LOWELL** – See where your pen is pointing to the bottom of  
12 that basin; if you look at the Google Earth Map that we were provided, it shows  
13 that the water would more than likely flow south to the next neighboring street  
14 below the basin to the south. That is what you said earlier.

15  
16 **SPEAKER SANCHEZ** – When it rains now; if it rained tomorrow the water would  
17 go down here. I've walked all this site. I've been on this site obviously a lot  
18 times. Today I walked the County's Maintenance Yard side. All of this flow takes  
19 it down to the southeast corner of the County of Riverside's property and then it  
20 flows in a little channel way down here to the south like all the water in this area  
21 and ends up in Kitching.

22  
23 **CHAIR VAN NATTA** – Can I show you a couple of pictures here and ask you to  
24 see if you can identify what we are talking about.

25  
26 **VICE CHAIR GIBA** – While she is bringing those up, I walked the same site and  
27 what we were looking at right now and if you guys can bring that up, then you'd  
28 get a better view for us. It is attachment 60 ortho view. I don't know if you have  
29 that one available that you could bring it up, but you can see it is a Google map I  
30 think Brian mentioned. The houses along that southeast section and I'm not sure  
31 there was originally supposed to have been some kind of a run off drain of some  
32 kind that over the years has been filled with dirt and mud and there is like a  
33 double fence between the properties so that nobody could really get in-between  
34 in for all intents and purposes except for that pitbull I saw and it would seem to  
35 me like that water is not running anywhere but in the backyards of the people that  
36 live there.

37  
38 **SPEAKER SANCHEZ** – To tell you the truth, I don't know if you have had any  
39 complaints from these people. There is a bit of a barrier; a bit of a berm along  
40 here.

41  
42 **VICE CHAIR GIBA** – I'm familiar; yes

43  
44 **SPEAKER SANCHEZ** – If again the historical drainage came in this direction,  
45 this subdivision blocked it. I know it wasn't approved by the City. You didn't exist  
46 at that time; it was by the County. Somebody missed the drainage, because the

1 drainage was not handled so that is why it goes along the fence line all the way  
2 to the next corner and then on its way.

3  
4 **VICE CHAIR GIBA** – Yeah I’m reading LD6 on the measures for it and if the  
5 engineers know... and I’m referring to the last month’s one because it is the one I  
6 marked up. It said the developer shall protect the downstream properties from  
7 damage caused by alteration of drainage patterns i.e. concentration of or  
8 diversion of flow, protection shall be provided by the constructing adequate  
9 drainage facilities and that is my concern, because I actually went out there and  
10 saw it and you can see how this... probably maybe now the folks didn’t come out  
11 and speak to out but I did speak to a few of the folks.

12  
13 **SPEAKER SANCHEZ** – Well what we are doing is solving that problem by using  
14 a retention basin as one of the conditions of approval. We are eliminating the  
15 easement so the water would no longer go in this direction.

16  
17 **VICE CHAIR GIBA** – I’m talking about the other way.

18  
19 **SPEAKER SANCHEZ** – The water would not go in that direction. The water  
20 stays in the basin and it is an infiltration basin and our calculations show that  
21 during a 100 year storm, the last 24 hours, the deepest it would get is 22 inches  
22 less than two feet inside of the retention basin. The retention basin is much  
23 deeper so it has a lot more capacity. If you get the 1000 year storm and water  
24 coming this direction; yeah that is a historical flow, that is what you are allowed to  
25 take, that is where you have to take it.

26  
27 **COMMISSIONER LOWELL** – What my point was that the retention basin has an  
28 outlet flowing due east and if you at the topography of the site, the site drains  
29 naturally to the southwest and it drains into the vacant lot behind the residence  
30 on the south side of St. Christopher. It looks like we are diverting it to head east  
31 as opposed to...

32  
33 **SPEAKER SANCHEZ** – You are correct. The site here and we did some and  
34 you may have seen some flow arrows, the site does drain to the west. That is  
35 not where you are wrong. That is not the natural flow. The natural flow is in this  
36 direction. That is why this storm drain is going down to Kitching. That is why all  
37 of this water is going down to Kitching because it is flowing in this direction. As I  
38 walked the vacant property that belongs to the church, the neighbors property  
39 and the County’s property; you can tell there has been grading done, whether in  
40 small increments or whatever but there has been considerable moving of dirt on  
41 all of these three properties. It did not help the situation. I don’t know how the  
42 water gets down there. We don’t have the topography of you know of the other  
43 properties.

44  
45 **COMMISSIONER LOWELL** – Well that is my concern is that if we’ve designed  
46 the basin for the 100 year, 24 hour storm which is beyond what is required by

1 Riverside County, which I completely appreciate. You can never design for a big  
 2 enough storm which is why we have emergency outlets. That emergency outlet,  
 3 if at some point in time; 20 or 30 years down the line it gets used, water will flow  
 4 out of that concrete spillway and flow easterly along the neighbor's backyard lot  
 5 line. What protection do they have against any chance of the overflow coming  
 6 into their yard; washing out their pools; washing out their backyard landscaping  
 7 and maybe flooding their house?

8  
 9 **SPEAKER SANCHEZ** – These people here?

10  
 11 **COMMISSIONER LOWELL** – Correct

12  
 13 **SPEAKER SANCHEZ** – There is a berm. They have the same chance as they  
 14 have now.

15  
 16 **COMMISSIONER LOWELL** – That's what I was asking.

17  
 18 **SPEAKER SANCHEZ** – They were not catching the water. It is going over there,  
 19 except for the water is going in this direction.

20  
 21 **COMMISSIONER LOWELL** – And the reason why that was my concern is  
 22 because the topography does show the drainage going southwest and we're not  
 23 telling it is going to go east, which is the way it should go, but has historically for  
 24 the last 10 or 20 years been diverted southwest. I want to make sure these  
 25 people that live along Sweetgrass Road aren't going to get a surprise one night  
 26 in a rain storm that their house is under water when it has normally flowed the  
 27 opposite direction.

28  
 29 **SPEAKER SANCHEZ** – In a normal rain storm they wouldn't get any water; any  
 30 run off. That is what we are designing for and so...

31  
 32 **COMMISSIONER LOWELL** – I'm making sure that the emergency spillway isn't  
 33 going to be a negative effect for the people on Sweetgrass.

34  
 35 **SPEAKER SANCHEZ** – If it at final engineering the City's engineers determine  
 36 that we should take the overflow in a different direction we would do so. The only  
 37 other direction would go here and you've got no legal right to cross all these  
 38 property lines. It doesn't mean you can't obtain them but you'd be taking the  
 39 water in the wrong direction.

40  
 41 **CHAIR VAN NATTA** – Okay now back to what I was asking about before we get  
 42 further on. Okay we have different phases. At what point is this cul-de-sac with  
 43 the diversion of the water off of this cul-de-sac in what phase is that going to  
 44 happen.

1 **SPEAKER SANCHEZ** – This gets built in the first phase. The retention basin  
 2 gets built in the first phase. The extension of the end of Cottonwood probably  
 3 from this location to the end of the property gets built in that first phase also.

4  
 5 **CHAIR VAN NATTA** – Okay is this going to solve the problem that we were  
 6 seeing with St. Christopher Lane, the buildup of water here and into the  
 7 driveways and into the houses that was coming from water that was draining off  
 8 of St. Christopher's parking area through their drains and into that street. Is that  
 9 going to be relieve that problem?

10  
 11 **SPEAKER SANCHEZ** – Yes right now the street ends right here. This property  
 12 is higher forcing the water to go in this direction. That will not happen. We'll  
 13 eliminate the water going in this direction. We'll catch it in a catch basin here and  
 14 we'll take that water to the retention basin.

15  
 16 **CHAIR VAN NATTA** – So that will take care of the flooding problem on St.  
 17 Christopher?

18  
 19 **SPEAKER SANCHEZ** – It should; yeah

20  
 21 **CHAIR VAN NATTA** – Okay that was the easy question. You guys are asking  
 22 the hard questions. I'm asking the easy ones.

23  
 24 **SPEAKER SANCHEZ** – Any other questions with respect to drainage or grading.

25  
 26 **COMMISSIONER SIMS** – I guess I do have one. Do the properties on the south  
 27 side of St. Christopher; do the lots, are they part of the hydrological tributary area  
 28 to the drainage into the street? Do they drain north; the street; the lots?

29  
 30 **SPEAKER SANCHEZ** – Most of these lots... let's start at this end. The totality of  
 31 these lots drain to the south onto the vacant land. As you get down to the end of  
 32 the street the fronts of these properties drain to the front. Again with the catch  
 33 basin, we've captured not only our water, we've solved we hope, the City's  
 34 problem that they've might have had; the issue that was brought by the Chair.

35  
 36 **COMMISSIONER SIMS** – Thank you

37  
 38 **SPEAKER SANCHEZ** – I would like to go back if I can to the grading in that  
 39 phase five... one more phase... we've designed this building to be a little bit  
 40 higher than the street so that it wouldn't get flooded at some point some day.  
 41 Also we have a driveway here that has curbs and gutters. We've designed these  
 42 buildings to be slightly above the curbs and gutters again probably similar to what  
 43 all your homes look like, so that is why we raised it to the level that we have. If  
 44 we lowered it and the water for some reason topped the curb it would go into the  
 45 structures.

1 **VICE CHAIR GIBA** – How is that going to affect the runoff to the east property  
2 and to the south? Is the runoff attached to your catch basin from there as well?

3  
4 **SPEAKER SANCHEZ** – Yes we're taking all of the runoff to the south and we  
5 have catch basins and piping systems that take the water into the structure right  
6 here.

7  
8 **VICE CHAIR GIBA** – To that basin?

9  
10 **SPEAKER SANCHEZ** – Yes all the water from all the site goes to the basin.  
11 Nothing goes off site.

12  
13 **VICE CHAIR GIBA** – Is that basin going to be there forever? I mean that's  
14 there?

15  
16 **SPEAKER SANCHEZ** – We hope so.

17  
18 **VICE CHAIR GIBA** – I was just curious because I reading that is supposed to be  
19 a soccer field later.

20  
21 **SPEAKER SANCHEZ** – That would be a dual use.

22  
23 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yeah  
24 Commissioner or Vice Chair that is the last phase right there, so what they are  
25 doing is showing that there could be a soccer field in the bottom of the basin. It  
26 would be a joint use because 99 days out of 100 it is going to be dry and...

27  
28 **SPEAKER SANCHEZ** – Then it becomes a playfield.

29  
30 **CHAIR VAN NATTA** – During a rain storm it becomes a swimming pool.

31  
32 **SPEAKER SANCHEZ** – If during a 100 year storm it is only less than two feet.  
33 In a normal storm it is going be that deep.

34  
35 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – And  
36 partially to answer... I'll go back to phase one... there is phase one, so the basin  
37 is in phase one and it is also in phase five, so it is always there. The joint use  
38 isn't there and I think the basin gets a little bit larger because there is an existing  
39 building that gets taken out in a future phase and Commissioner Sims earlier  
40 asked about doing all the perimeter... when we look at phase one they are doing  
41 all the perimeter. The only thing they are not including in phase one is a portion  
42 of the wall on the east side because that portion of the site isn't being developed.  
43 Again that is for Commission discussion but every other thing; the improvements  
44 to Cottonwood except for a bus bay and the improvements to St. Christopher  
45 Lane and the basin are all part of phase one and the only buildings that are part  
46 of phase one are that conversion of that existing residence to a meeting room

1 and a slight small addition to a couple of other structures there and what is the  
2 third one...

3  
4 **ASSOCIATE PLANNER DESCOTEAUX** – An additional building next to the  
5 existing single family.

6  
7 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – And  
8 they are demolishing something there as well; right?

9  
10 **ASSOCIATE PLANNER DESCOTEAUX** – Not in that phase.

11  
12 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Not in  
13 that phase; okay, so those two buildings south of the sanctuary that is the quote  
14 unquote expansion.

15  
16 **SPEAKER SANCHEZ** – That is phase one

17  
18 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Right,  
19 so none of the...

20  
21 **SPEAKER LORD** – Plus additional parking

22  
23 **CHAIR VAN NATTA** – Where are you going to put the additional parking?

24  
25 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – See  
26 the shaded area on the east end, that is the additional parking in phase one.

27  
28 **SPEAKER LORD** – See the toned area; the toned area is all part of phase one,  
29 so we are reorganizing and landscaping and adding this much parking here.

30  
31 **COMMISSIONER SIMS** – There was a mention that the wall in its entirety along  
32 the east boundary couldn't be built because of the grading. It looks like... I was  
33 looking at your preliminary grading plan if you flip on the backside of it, you have  
34 a section 44. You've pretty have it dialed in as far as you have deep and floating  
35 stem walls or what not where you have proximity of the building to the wall. Why  
36 couldn't you just build a wall along that wall and just mitigate entirely; just set the  
37 grades up.

38  
39 **SPEAKER SANCHEZ** – You could build the wall right now or you could build it  
40 with it with first phase and a 600 foot run. I wouldn't advise that because the  
41 grading that we've shown for the ultimate build out is a preliminary grading plan.  
42 We hope that it would be close to that. There are five structures that go in here.  
43 I was mentioning to one of the parishioners earlier, but suppose somebody walks  
44 in at that time and says gee I want to build all this for you but I want two  
45 buildings; one to name for my daughter and one for my wife and all of sudden  
46 five buildings become two buildings or one building and at that time the design

1 may not work. Also we don't know what grading may take place next door, so we  
2 don't know what is going to exist here ten years from now or whatever.

3  
4 **CHAIR VAN NATTA** – Are there any more questions for the Applicant? Okay  
5 thank you very much. You can have a seat and don't go anywhere because I'm  
6 sure you might want to have some comments after our other Public Speakers.

7  
8 **SPEAKER LORD** – Thank you very much.

9  
10 **LAND DEVELOPMENT ENGINEER JIMENEZ** – I have just two comments to  
11 add if I may, Chair. I wanted to point out first as far as the public infrastructure all  
12 that will be built with phase one and phase two, so we talked about you know  
13 trying to get all the public surrounding off site improvements done early on and all  
14 of that would be completed by the second phase. Another thing to put things into  
15 perspective; if we go to phase five the two buildings just north of the basketball  
16 court; the finished floor elevations of those two buildings are the same finished  
17 floor elevation of the existing sanctuary. So if you were to just go across the site  
18 to the east it would be level, so the finished floor of the two buildings just north of  
19 the basketball courts have almost the same finished floor elevation as the  
20 existing sanctuary building. I just wanted to point that out.

21  
22 **CHAIR VAN NATTA** – Alright, well let's go to our other speakers and the first  
23 person I have here is Victoria Miranda. I'd like to remind the speakers we do  
24 have a number of people who have asked to speak, so try to contain your  
25 comments within the three minute limit.

26  
27 **SPEAKER MIRANDA** – Hi, I'm Victoria Miranda and I'm here with my mom who  
28 is the last. She owns the property in the last end of the street and yeah the  
29 grading that was said that it has from the two sides from the north side of the  
30 street and the end; the east side of the street is completely incorrect, so it is three  
31 feet or more higher than what the street is and what our property is. So that is a  
32 problem and I think it is not really; it wasn't explained well here by the person that  
33 was trying to say that and it does flood every year. Every year during the rainy  
34 season that street does flood and it is every ten years that it floods horribly and  
35 we do call. We have called every year and complained and called the City to  
36 come out and a truck has come by and driven down the end of the street and left  
37 again, so I heard that person never complains about flooding.

38  
39 Every single year we call and complain about the flooding and only one time they  
40 did come out was when we had to actually take the lid off of the manhole so it  
41 could drain because it just wasn't draining and it was more than 24 hours; more  
42 than 48 hours and we were told don't do that because it backs up the flooding; it  
43 backs up your plumbing, but we could not access the house and we had to wade  
44 through water to just get my mom home, so that has been an ongoing problem  
45 annually. The permit parking is still wanting because there is only four parking  
46 permits per household on that street, so my brother who comes to see my mom

1 every weekend and my sister comes to care for her every week to give the rest of  
 2 us a break during the week and help her out, they have the extra two parking  
 3 passes and if there is a function; a family function or something like that, nobody  
 4 can go, so it is not just a parking being greedy, we want all the parking, we just  
 5 want reasonable parking that every other citizen gets on their street and having  
 6 just these limited parking passes and you can't... even though there is the other  
 7 side of the street; the north side that is on the church property, that is no parking  
 8 at all whether you have a permit or not to park on the south side. There is this...  
 9 I don't think any other parishioner has to deal with that once they leave church  
 10 after their hour and they go home and they can have family visits or id she is sick  
 11 and everyone wants to come see her and see how she is doing, nobody can park  
 12 on that street; nobody can come and see her on the weekends. There has to be  
 13 another solution to the limited parking passes for family members of property  
 14 owners on that street.

15  
 16 **CHAIR VAN NATTA** – Thank you very much for your comments. Can there be  
 17 more parking... can there be accommodation to that and is it true they can't park  
 18 on both sides of the street on St. Christopher?

19  
 20 **TRANSPORTATION DIVISION ENGINEER LLOYD** – To answer your second  
 21 question first, that is correct. The north side is posted as the resident stated that  
 22 there is no parking. The permit parking is allowed along the south side or the  
 23 street along the homes frontage.

24  
 25 **CHAIR VAN NATTA** – And why could they not with permits, park on the north  
 26 side? Is the street too narrow for parking on both sides?

27  
 28 **TRANSPORTATION DIVISION ENGINEER LLOYD** – I wasn't involved in the  
 29 process of setting up the permit parking, so I don't have answer for you as to why  
 30 it wasn't allowed on the north side of the street. I would have to confer with the  
 31 City Traffic Engineer to find out the answer on why it was done the way it was  
 32 done.

33  
 34 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – My  
 35 understanding, because I was at the meeting when they discussed it out there on  
 36 the street was that because of the existing situation and the traffic related to the  
 37 existing situation, when you get to the intersection of someone who is making a  
 38 left turn, they block all the other people so as I recall the reason for no parking on  
 39 the north side is so that traffic can get to the intersection and make a right turn  
 40 and not be congested all the way up the street when people are leaving. So that  
 41 was the reason. Can that be changed? I think that is a discussion with the City  
 42 Traffic Division.

43  
 44 **CHAIR VAN NATTA** – Once that is set to where there is only right in and right  
 45 out and there is a cul-de-sac at the end that is wide enough for them to turn  
 46 around, would the residents then be allowed to park on both sides of the street?



1 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Again  
 2 think that is a point of discussion. Could it occur today or in the future or could it  
 3 occur on a portion of the north and not all of the north side, I think that is a good  
 4 discussion that could be occurring now separate from this application.  
 5 The number of parking permits; I don't know if that is guided by ordinance or if  
 6 that is a point of discussion but obviously if you have... if everybody has four and  
 7 there are only so many parking spaces, then you have a practical issue about if  
 8 everyone uses their four passes at the same time there is a problem. Michael do  
 9 you know whether the ordinance suggests that or is that a point of discussion?

10  
 11 **TRANSPORTATION DIVISION ENGINEER LLOYD** – I'm sorry I do not have  
 12 that information. I'd have to report back.

13  
 14 **CHAIR VAN NATTA** – Maybe it could be looked into at another time to  
 15 accommodate their needs.

16  
 17 **COMMISSIONER LOWELL** – Well piggybacking onto that, since the church will  
 18 be occupying most of the parking on a Sunday and say the residents have a  
 19 function, could they barter up an agreement with the church to allow them to  
 20 park; say they have a birthday party and they need twenty parking spaces just to  
 21 use the parking lot? I mean it would be a private party to private party  
 22 agreement.

23  
 24 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** –  
 25 Correct, yes that would be something that would be between the two parties to see if  
 26 they agree to do that, but yes nothing prohibits that.

27  
 28 **COMMISSIONER LOWELL** – And with the improvement on Perris with the  
 29 median with the right in and right out, can we add that to our vote tonight to  
 30 remove the restriction of the no parking at all on the north side and change it to a  
 31 permit parking only just like the south side?

32  
 33 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – I think  
 34 it is really something that has to be looked at by... I think you could say  
 35 consideration, but I think it needs to be reviewed technically by Transportation  
 36 Staff, but I think certainly it could be added as a point of consideration at that  
 37 time.

38  
 39 **COMMISSIONER LOWELL** – I think we should do something along those lines.

40  
 41 **CHAIR VAN NATTA** – Thank you very much

42  
 43 **SPEAKER MIRANDA** – Thank you

44  
 45 **CHAIR VAN NATTA** – The next speaker is Yvonne Robles.  
 46

1 **SPEAKER ROBLES** – Hi, I've been a resident of St. Christopher Lane for 35  
2 years. I was a parishioner of St. Christopher for 30 years. Due to conflicts, I go  
3 somewhere else now. They didn't care about me or my family so I took my  
4 worship elsewhere. My question about the basin that they are going to make;  
5 currently in that area cars are parking there, so that is going to eliminate parking,  
6 unless they are going to park in the basin full of water. I don't know. Also on the  
7 17<sup>th</sup> of June we had a meeting at Donna Stevenson's house, another resident.  
8 There were some church members there. It was Emma, Linus and Max and I  
9 don't know their last names and I was told they were there to represent St.  
10 Christopher.

11  
12 We had an agreement and also the City was there to do a trial of closing the exits  
13 that were on St. Christopher; closing two out of the three. The church failed to  
14 comply. They never closed those, so I mean that trial didn't even get... they are  
15 not cooperating. I was told by Jesse Molina that once the father of the priest  
16 found out that was what going to be happening, he said absolutely not and so I  
17 don't why he didn't come to the meeting himself instead sending these other  
18 people who could absolutely do nothing. Twelve and three is the busiest time;  
19 that is during the Spanish mass and I heard they added another mass at seven  
20 o'clock. Unless that is a Spanish mass, that won't help at all, because twelve to  
21 three is the busiest time and because both of those masses are Spanish. I'm  
22 sorry I'm trying to go in the three minutes. Okay, also some of the phases would  
23 close two of the three exits on Cottonwood, so I don't know how that would make  
24 traffic, it would just make more traffic on St. Christopher because those are the  
25 only exits other than Cottonwood. There are going to be putting in a bus lane, so  
26 they'll have to close the first exit and then they'll be closing another one, so that  
27 would only leave one exit on St. Christopher on the parking lot side. Now that is  
28 not including the one exit they currently have that is on the other side where the  
29 dirt is at. The street sweeper comes and pushes all the trash to the end. That is  
30 why it gets built up.

31  
32 Also the parishioners that park there on that side dirt where they are going to put  
33 the basin, there is diapers, corn, cups from snow cones from all the illegal  
34 vendors that are there. The church has no supervision for catechism. I live the  
35 third house from the end. During catechism hours there is kids ditching; they are  
36 smoking weed; they are making out. There was even a time when they had a big  
37 hole; it was like a ten foot hole out there on the side. I kept hearing crying and so  
38 for 45 minutes I kept going back and forth and I said is it cats; it sounds like  
39 somebody is crying. My uncle ended having to jump the fence because at the  
40 time those gates were locked and there was a twelve year old boy with Down  
41 syndrome inside there up to his waist in water. Nobody even knew he was  
42 missing. That is a concern. The lack... I know the church says oh we don't have  
43 money, we don't have money, but if you have this many parishioners and they  
44 are here to support you, then you know they can volunteer and do rounds or  
45 whatever for security for catechism days. Also during catechism, the parents...  
46

1 **CHAIR VAN NATTA** – I’m sorry, your time is up and there are certain things that  
 2 we don’t have control over and so those are things that you need to bring up with  
 3 the church.

4  
 5 **SPEAKER ROBLES** – Okay, thank you

6  
 7 **CHAIR VAN NATTA** – Thank you. Okay our next speaker is Donna  
 8 Stephenson.

9  
 10 **SPEAKER STEPHENSON** – Good evening. I sent in my letter earlier today and  
 11 I believe you guys all read it, so I’m not going to read it to you again, but my main  
 12 purpose is I agree with everything that she just said; Yvonne. My main purpose  
 13 is the traffic. I got probably a couple of letters today. The traffic turning right off  
 14 Perris Boulevard speeds on our street. I did some measurements myself. The  
 15 City wants to put in a bus bay off of Cottonwood which would close the northwest  
 16 exit onto Cottonwood. I don’t understand that because then they want to put that  
 17 traffic going onto our street. I did measurements. The first house at the corner  
 18 has about 27 feet from the east curb lane of Perris to get into their driveway. The  
 19 second house on St. Christopher Lane has about; it was like 90 some odd feet  
 20 into their driveway. Off of Cottonwood they have 150 feet and from what I was  
 21 told that was unsafe; the gates on Cottonwood; the west gates; that was too  
 22 close to the street, but our driveways are closer, so it doesn’t make sense to me  
 23 that they are going to direct traffic down our street and we’ve got to back out.  
 24 The traffic at 25 miles an hour; I believe that is way too fast on our little street of  
 25 nine houses. I really see there is going to be a problem that they are directing all  
 26 the traffic down to our street. How do we get out? Like she said from twelve to  
 27 three you can’t get out of your driveway. Mass... I don’t know how long mass is;  
 28 an hour and they will sit there for three hours. There are functions going all day  
 29 long, so that is my concern mostly is the traffic and the congestion. Any  
 30 questions; no?

31  
 32 **CHAIR VAN NATTA** – Thank you. Our next speaker is Roy Bleckert

33  
 34 **SPEAKER BLECKERT** – Yes I’m Roy Bleckert. I’m the east end property owner  
 35 and I have many concerns with the above project including parking issues,  
 36 flooding problems, environmental impacts, land mergers, easterly block wall and  
 37 along the lines of good community safety and sensible play. To summarize my  
 38 written statement that I delivered this morning, as it would take too long to read  
 39 that whole thing, per the plan submitted, 321 parking spaces and approximately  
 40 964 assembly in the church. Per the old requirements and 330 to 395 spaces  
 41 provided now which is woefully inadequate under the current code per the  
 42 capacity and usage in the sanctuary.

43  
 44 As in the last three weeks about 680 cars average and over 2,000 assembly in  
 45 the church at the 12 o’clock hour and continuing over six services all day Sunday  
 46 running, logic would dictate that the building design for about a thousand people

1 is holding 2,000 people and would have been modified from when it was  
 2 originally built, plus the plans reflect in addition to the sanctuary building. Both of  
 3 these should require the sanctuary to be brought up to the new code which would  
 4 be about 600 cars and would be more consistent with the current usage. Plus  
 5 the new plans call for shifting two hundred cars that are parked onsite in the field  
 6 area over there and that would shift those off-site and we have the adjoining  
 7 resident's problem with 40 cars off-site. Does this not create a potential problem  
 8 that is five times greater and the required easterly block wall needs to be built  
 9 entirely in phase one as we have conflicting property uses as mine and County  
 10 are industrial uses and would cause conflicts with the church usage and it needs  
 11 to be with the six foot or higher finished grade to provide adequate screening.  
 12

13 The project does not allow... does not follow the letter or the intent of the law,  
 14 good planning practices and being good neighbors in my view and if we can  
 15 address these and other issues in a manner that makes sense, I could support  
 16 this project wholeheartedly, but as submitted now, I have to recommend a no  
 17 vote at this time and if we do not fix these problems at this time when they are  
 18 asking for changes and expansion, when will they ever get dealt with and without  
 19 getting into the minutia of the law the merger; if that doesn't pass the project  
 20 basically fails and then you have the underground tanks and the concerns with  
 21 the obvious being a proposed school site and nearby schools, you could possibly  
 22 trigger an EIR with the environmental concerns and we all know flooding can be  
 23 catastrophic and with that I will leave it in your capable hands.  
 24

25 **CHAIR VAN NATTA** – Thank you Mr. Bleckert. Very well timed. Exactly three  
 26 minutes. Our speaker is Guillermo Hernandez.  
 27

28 **SPEAKER HERNANDEZ** – Good evening. Let's just say yeah it's said. I can't  
 29 believe this about the church; God; please... I just can't believe what is going on;  
 30 I mean traffic. I mean we really do need to study more on that exit on St.  
 31 Christopher and Perris Boulevard. If you guys put in a median, it is really going  
 32 to cause a lot of congestion because of the parking in the very corner of St.  
 33 Christopher and Perris Boulevard. Another thing; if you guys are going to make  
 34 us come out to make a U-turn when we live so close to the house, imagine if we  
 35 had an accident in our residence and we have the Fire Department come and  
 36 turn all the way around to just get to one of our homes. It is really sad how we as  
 37 brothers and sisters here... I mean raising up that very end of the street where it  
 38 gets flooded, because I'm the one who sent in the pictures. I'm the one out there  
 39 when it rains. No one from the church helps us. I'm out there trying to help my  
 40 house not getting flooded. The grandmother lives at the very end of the street  
 41 and it is really sad. I mean I heard what you said Jeff earlier. Instead of all these  
 42 other phases, let's really concentrate on getting that fixed and fixing that traffic  
 43 because it is really getting out of control. I mean like I said it is really sad that we  
 44 have to keep dealing with it over and over. I mean the church just keeps putting  
 45 dirt and putting dirt at the very end of that church. What were you guys even  
 46 thinking of us? That's really sad and we work on the Lord's home. It's sad. Like

1 they say, let's look at ourselves in the mirror. Let's do the right thing from both  
 2 sides. I mean what more can I say. Let's make... I'm happy seeing that the  
 3 church has grown; the faith; good job, but come on guys, let's work together on  
 4 this. Let's make it work. Thank you. That's all I have.

5  
 6 **CHAIR VAN NATTA** – Thank you very much. Our next speaker is Eugene  
 7 Renna.

8  
 9 **SPEAKER RENNA** – Good evening. My name is Eugene Renna and I'm here to  
 10 speak in favor of the proposals. I've lived in Moreno Valley for 27 years. I've  
 11 been a parishioner at St. Christopher's for 27 years. The parish; where is it  
 12 located is an asset to the community. We provides services for the community.  
 13 We have a food bank that serves 150 to 200 families a week. We have a blood  
 14 mobile that comes through occasionally. We have health screening. On St.  
 15 Christopher Lane there is going to be a big improvement that you'll be able to  
 16 turn the trash trucks and fire trucks around at the end of the street, a sidewalk  
 17 along the north side along Cottonwood will be a major improvement. Ingress and  
 18 outgress on the property will also be improved with wider lanes. The church now  
 19 sits on five parcels. Putting us all on one parcel would be an improvement when  
 20 it comes time to make changes. The facility has been there for many years I  
 21 think starting in the 50's and it is time to be upgraded. With upgrading we should  
 22 be able to serve the community better and have a better plan to work with, so I  
 23 recommend a vote for. Thank you.

24  
 25 **CHAIR VAN NATTA** – Thank you. Our next speaker is Sarah Vargas-Gomez. It  
 26 looks like she has already left. We will move on. The next speaker is Raul  
 27 Cipres.

28 **SPEAKER CIPRES** – Thank you. My name is Raul Cipres. I'm a parishioner of  
 29 St. Christopher's Church. I've been in the city for 19 years and since I've been  
 30 going to St. Christopher's it has been an enjoyable pursuit of mine. I've enjoyed  
 31 going all these years and since I've been there I haven't seen any improvement  
 32 to the property or to the buildings or anything. I'm looking forward to this  
 33 situation that has come up to improve the facility and I know it is controversial to  
 34 a lot of people; especially to the people on St. Christopher's Lane. I appreciate  
 35 how they feel and honestly wouldn't want to be in their position. I know that they  
 36 are going through but believe me, I have attended many meetings at the church  
 37 when this subject has come up and the feeling towards those people is very,  
 38 very; they can't put themselves in that position either. They wonder what to do  
 39 and one of the situations that came up that was favorable was the limiting on  
 40 parking, which I thought was a good idea myself. I think it addressed the  
 41 problem that was existing there and I think it is working very well in my opinion. I  
 42 patrol the area quite often.

43  
 44 I am a former director of security for a large corporation and I don't see any  
 45 problems there. I do see a problem that was brought up tonight about a party;  
 46 having a gathering of some type. They don't know where to park and I could see

1 how that could be a problem, but I think the church would more than happy to  
 2 accommodate their over excess on parking. I'm sure they won't have 200 people  
 3 show up at one time but maybe 20 or 15 people they want to accommodate. I'd  
 4 just like to ask the Commission to think about it and be very reasonable. I don't  
 5 think they are asking for something exceptionally wild. They are trying to  
 6 improve the property; not increase the people that are coming there. Who  
 7 knows, the way things are going, people are losing less and less interest in  
 8 church and I wish they would come back, but as many as that come back  
 9 sometimes, they leave also, so I don't think you'll see an increase in people there  
 10 and I think it will be an improvement for the church and for the City itself all  
 11 around. I think as the engineer here explained to us on the drainage, I think it will  
 12 help with the drainage too. I think some of the drainage problems have been  
 13 there for years; even before the church was built. So I ask you for kind  
 14 consideration and I thank you.

15  
 16 **CHAIR VAN NATTA** – Thank you very much. Our next speaker is Linus  
 17 Santiago.

18  
 19 **SPEAKER SANTIAGO** – Good evening ladies and gentlemen. My name is  
 20 Linus Santiago. I've been a member of St. Christopher's parish since 1975.  
 21 When I first started at the church, that property that is in contention with the high  
 22 mounds, that was an abandoned property with a broken down house on it and  
 23 the drainage back there was not as high as it now and when the people who  
 24 purchased that abandoned property, they were going to build a child care center  
 25 and they are the ones that filled it up with all that dirt.

26  
 27 When the church bought that property, that is when the big rain started back in  
 28 1981 I think and that was the 100 year storm and that picture that the lady  
 29 showed you or whoever gave you those pictures, I'm the guy that made that  
 30 water go away, because I dug a hole from one end of the fence to the other; the  
 31 one that you asked that the water is going south; I made it go south. That  
 32 property that is on the corner has a wooden fence around it and the person has a  
 33 dog kennel there. Every time I dug it out so it would go around into that vacant  
 34 property, he'd fill it in. That's is how come the dirt backed up and you have a  
 35 flood right now because it is filled in and I put that double fence that you talked  
 36 about there because the kids were sneaking in and digging big holes in the  
 37 ground and jumping their bicycles. I did it for safety purposes so the kids  
 38 wouldn't kill themselves on our property. The lady said that there was a hole in  
 39 the ground and the kid was in it. She was right.

40  
 41 The very next day, as soon as I found out about it, I made the people that dug  
 42 that hole fill it in and the ground was always that high and every time I dig it out,  
 43 the people from that street and I'm not saying who, but one of the five families is  
 44 drinking beer and throwing tires and whatever and then plugging the holes in the  
 45 sidewalk. Those floods are happening because they are not taking care of the  
 46 drainage that I put in there for them and right now I dug it out six months ago and

1 right now there is grass growing in there. There is a bunch of garbage there and  
 2 this drainage and it will flood again until I dig it out because as you know they  
 3 have been complaining to the church that is flooding. I get called out at six or  
 4 seven o'clock in the morning on Sunday and I dig it out and it drains out, but I  
 5 can't be there 24 hours a day. The people that live on that street have shovels in  
 6 their garages too. All they have to do is to dig the mud out and it will drain out  
 7 and make sure that that person doesn't fill it in again.

8  
 9 **CHAIR VAN NATTA** – Thank you very much for your comments. Our next  
 10 speaker is Emma Motte.

11  
 12 **SPEAKER MOTTE** – Good evening everyone and I thank Staff and everyone  
 13 that has been listening to all of us. It gets a little tiresome sometimes, but I was  
 14 at the meeting. Father was not able to be there at that time on St. Christopher  
 15 Lane and the result is what happened now; okay, because they didn't want any  
 16 parking; any parish parking on St. Christopher Lane, so we've accommodated  
 17 them to that extent. Also, Officer Tainter was there. Jesse Molina was there and  
 18 I called both of them. Actually I've called them twice and when I spoke to Officer  
 19 Tainter he said that they had only issued two citations because with their  
 20 presence there, because he drives by there or has someone drive by there on  
 21 Sunday, because this started in July, so at that time the residents were in accord  
 22 to go ahead and have the limited or what do call it; permit parking. We didn't  
 23 realize there was actually not going to be any parking at all on the north side of  
 24 the street, but I know for the most part we'd make the announcements every  
 25 Sunday and I know that our parishioners have been following that pretty well.

26  
 27 As far as traffic goes, we added 7 o'clock mass on Sunday, which is a Spanish  
 28 mass to relieve the 12 and 2 o'clock mass. I know that before we had also talked  
 29 about maybe adding another mass, but our poor priests are on overload right  
 30 now. We have two priests; three priests and we do nine masses on a weekend  
 31 and that is aside from all the other work that they do and we also contribute a lot  
 32 to the community. As had been stated before we have the food bank, the blood  
 33 mobile, the Lestonnac medical clinic that comes the first and third Monday of the  
 34 month. We also have various youth programs. You don't have to be a  
 35 parishioner to join our youth programs. You don't have to be a parishioner to  
 36 attend any of the outreach programs that we have for drug and alcohol abuse, so  
 37 we need the improvements. We are not adding to the capacity. We just need to  
 38 improve the facilities that we have right now and also do the improvements for  
 39 the parking and the grading that has already been addressed and this is why  
 40 we've have the architect and the engineer and of course City Staff working with  
 41 us. So my request is that you approve this and of course we are always willing to  
 42 work with the City and comply with whatever requirements the City may make.  
 43 Thank you.

44  
 45 **CHAIR VAN NATTA** – Also very well timed. They've got this three minute thing  
 46 down. Okay and we have one last speaker; Theresa Archuleta

1 **SPEAKER ARCHULETA** – Good evening everyone. My name is Theresa  
 2 Archuleta and I live on Birchwood Drive. Now I've been hearing all night about  
 3 phase one; phase two; all these phases. I'm not against anything that St.  
 4 Christopher is doing because I also attend St. Christopher's Church also. I  
 5 respect St. Christopher's as I wish that my fellow parishioners can respect me. I  
 6 live on Birchwood Drive and there is a vacant lot. My backyard sits on three  
 7 vacant lots and the problem is overflowing parking and on those three vacant lots  
 8 they are always parking there on Sunday from 3 to 5 and big functions that the  
 9 church does have, but no one follows what the signs read; No Trespassing; No  
 10 Parking; Cars will be towed away. It even has the vehicle civil code on there. No  
 11 one follows it and I don't see any traffic controllers come out there to even see  
 12 about the overflowing problem that is going on at St. Christopher's.

13  
 14 I'm glad our church is thriving, but at the same time they are breaking the law by  
 15 parking in those vacant lots with those signs on there saying; No Parking; No  
 16 Trespassing. Why is it any different for them? If I was to do it what would  
 17 happen to me and my concern is that they come and they park in these vacant  
 18 lots and after church lets out they throw trash, they drive... it is a gravel road. It  
 19 is not fit for parking and what happens is the dust; the dirt; the clouds of dust  
 20 when people leave the church and they throw trash. I pick up two to three large  
 21 garbage trash bags of trash every week and why can't my parishioners respect  
 22 me and not use that road or to park their cars there and consider me and my  
 23 family with all the dust and the debris that is out there and the exhaust from the  
 24 cars. That is a health hazard. I have complained to the City numerous times.  
 25 I've even gone to traffic control. They only came out one time and I've lived there  
 26 three years.

27  
 28 **CHAIR VAN NATTA** – Thank you very much for your comments. I don't see any  
 29 more Speaker Slips. Does the...

30  
 31 **SPEAKER** – I had one filled out

32  
 33 **CHAIR VAN NATTA** – You did? I was almost surprised not see your name on  
 34 the list

35 **SPEAKER BLECKERT** - Well you probably got the same name twice. That's  
 36 because I happen to have the same name as my son.

37  
 38 **CHAIR VAN NATTA** – Okay go ahead

39  
 40 **SPEAKER BLECKERT** – I've heard all the people talking and they've been here  
 41 x amount... well I've been driving that road; Cottonwood when it was dirt in 1953,  
 42 so I've been here a long time. The problem is their negative dec is not correct.  
 43 You've seen the pictures and what was dug up there. They have no permits to  
 44 do it. They've not taken it into consideration; taken all the excess fuel that was in  
 45 the tanks or anything else off to the appropriate places. It was all done illegally, if  
 46 you want to say they're being nice... but basically there is a problem with flood



1 control. I tried to work with them. They told me they weren't going to do anything  
 2 whatever the City required. I tried to work with them on the walls to even get an  
 3 easement on our side and grade up to whatever the highest grade is to be there,  
 4 they refused to talk to me. Their problem with the flood control is they put it in  
 5 there and the City requires 200 feet on each side is all that goes in there, but if  
 6 anybody knows how to read plans which are sitting there, that wall goes all the  
 7 way around there and it's got a spillway with the a sign. Show me how they are  
 8 going to get that out over that six foot wall, because if it does it is going to back  
 9 up on either our side of the property and come around and come back down or it  
 10 has to go around and come over there where it goes illegally now. Give me an  
 11 answer to that one. You have a problem there. The plan wasn't well thought out.  
 12

13 The problem with the grading...you heard Linus talk about grading. No, that isn't  
 14 correct. That was an old house and I won't mention their names but I'll call the  
 15 first property the horse lady, the second property is their construction site that  
 16 they had there so many years and were dumping. They hauled in tons and tons  
 17 of dirt in there. If you see on the plan prior to that, it shows even the holes where  
 18 the kid fell in. They were all over and they were scattering that dirt everywhere.  
 19 Before the parking when they first bought the first lot, I know the contractor that  
 20 did the paving and he hauled dirt in because he had a job up the street to get rid  
 21 of and that is how that got there. That always had a sump hole in there on the  
 22 back of horse lady's property ever since that property was there. I've been here  
 23 a lot longer than any of them and the problems, so to say it was there when they  
 24 bought it is incorrect.  
 25

26 Now as far as what is going on... see that project right there where it shows the  
 27 shed still in there and they are not building the retention basin correctly. They  
 28 are never going to intend on moving that building in my opinion. That is why it is  
 29 built that way. That is why they are building it there, so it is not built to its  
 30 ultimate then. And as of phase one, it will be phase five when they move that.  
 31 They have been working on the school and everything or whatever they have  
 32 been trying to do for the last 20 years that I've known them, because I knew both  
 33 the properties and they were trying to get the properties and they weren't for sale  
 34 and they couldn't move on, but eventually they wind up with them. So to say  
 35 they are going to take out the houses is incorrect. If you look at what you doing  
 36 there they are running a ditch all the way along these lines. That's why they won't  
 37 put the property in because of all the electric lines and everything goes to that  
 38 garage back there. They don't want to mess it up because they would down into  
 39 that.  
 40

41 **CHAIR VAN NATTA** – Thank you Mr. Bleckert.

42  
 43 **SPEAKER BLECKERT** – I understand.  
 44

45 **CHAIR VAN NATTA** - Do we have any closing comments from the Applicant to  
 46 address any of the issues that were brought up by the speakers?

1 **APPLICANT LORD** – I just want to address the issue that was just mentioned  
2 about the storage building which is over there adjacent to the basin. In the  
3 current plans that building is to be torn down because of uses that are going to  
4 be provided elsewhere that would make that obsolete. We don't show it coming  
5 down until the fourth phase, but we could move that to the second phase if that  
6 would be of help. The detention basin on is based... it meets its full capacity with  
7 the design as it is there even with that building standing. When that building  
8 comes down, the detention basin increases in a greater capacity, I think we're  
9 trying to make provisions for that eventuality.

10  
11 **CHAIR VAN NATTA** – There was also a comment that I hadn't heard before  
12 about some fuel tanks or something?

13  
14 **APPLICANT LORD** – Yes, about two years ago and I forgot which of the  
15 properties, not the immediate one from the far east, but adjacent to that, there  
16 was the discovery of a couple of old fuel tanks that were taken out without  
17 understanding there is a procedural and legal way to do so and so at this  
18 moment the diocese and the parish are working and have hired individuals to do  
19 the phase one assessment, evaluate the property, get the soils engineer and if  
20 need be do a phase two, so what was at the time a kind hearted thing for the  
21 neighborhood; for the parishioners to do, they didn't realize there was a  
22 regulatory set of circumstances. This came up within the last month and so now  
23 the diocese is taking steps to deal with that.

24  
25 **CHAIR VAN NATTA** – So there is going to be testing to see if there is any  
26 contamination?

27  
28 **APPLICANT LORD** – Absolutely, yes ma'am

29  
30 **COMMISSIONER LOWELL** – And those tanks; are they in one of these five  
31 parcels that being merged?

32  
33 **APPLICANT LORD** – They are gone now

34  
35 **COMMISSIONER LOWELL** – Is that affecting one of these five parcels here or is  
36 it on another adjacent property that is not part of this?

37  
38 **APPLICANT LORD** – It is on one of those parcels, yes

39  
40 **SPEAKER MYRON** – Good evening Commissioners. My name is David Myron.  
41 I'm the Director for Construction Real Estate for the diocese. Yeah we had  
42 purchased the property and I'll show you. It is the last parcel right here. We  
43 purchased it in 2007 and when we purchased the property we actually had done  
44 a search with the... no we'd actually done a search to see if there was any  
45 environmental... we didn't do a phase one, but we do a search through the  
46 County and it came back that there was no hazardous waste or anything on the

1 property. Myself; the diocese just found out about a week ago when one of the  
 2 parishioners told us that in fact that were two tanks there that were removed and  
 3 they were removed we think back in 2011, so immediately we hired a company  
 4 EIE to do a study for us; to do a phase one and we're sure we are going to do a  
 5 phase two because we know that they are going to come back that there were  
 6 tanks there, so we are in the process of doing that right now, so we don't know  
 7 where the tanks were taken. We don't know where they we taken to, so we  
 8 following up with that right now.

9  
 10 **CHAIR VAN NATTA** - Is that going to affect any of the phase one  
 11 improvements.

12  
 13 **SPEAKER MYRON** – Well it won't because if there has to be a cleanup we'll  
 14 take care of that immediately, so we are going to address this immediately. So  
 15 they'll do the phase one and then from there they'll say yeah there were tanks  
 16 and so we'll do phase two which we'll do a sampling in that area and then if there  
 17 is immediately we'll cleanup. So we are acting on this right away. We're not  
 18 waiting for any phasing to happen. This will be an immediate action.

19  
 20 **CHAIR VAN NATTA** – Okay but my question is that's...yeah

21  
 22 **VICE CHAIR GIBA** – Is it conditioned already; this issue... is it part of the  
 23 conditioning?

24  
 25 **COMMISSIONER LOWELL** – And does that affect CEQA in any way, shape or  
 26 form?

27  
 28 **INTERIM PLANNING OFFICIAL ORMSBY** – Yeah I'll address that. Right now it  
 29 is not conditioned. We would need to add a condition of approval in regard to it.  
 30 In terms of CEQA, based on our analysis and our research for the State and  
 31 Federal data bases, it is not a designated site at this time and so based on our  
 32 research and the information we had in putting it into the Initial Study, you know  
 33 our conclusion we feel is accurate that there would not be a significant impact in  
 34 terms of hazardous material. So right now we don't really have any evident other  
 35 than the photos of the tank, which I think we received for the first time today, so  
 36 that is why we didn't put something into the conditions on it. But I think there  
 37 would definitely need to be a condition of approval, although I think what we've  
 38 done with CEQA is still adequate.

39  
 40 **CHAIR VAN NATTA** – So the reason it was not addressed and it was not in our  
 41 report was you didn't think it was significant?

42  
 43 **INTERIM PLANNING OFFICIAL ORMSBY** – We didn't actually have any  
 44 evidence of the tanks other than I believe that people had mentioned it in a  
 45 meeting verbally, but we didn't have any photos of it until we received the latest  
 46 correspondence, which I believe we received today with regard to photos.

1 **VICE CHAIR GIBA** – If Mr. Bleckert hadn't told us about it, would you have said  
2 something to us?

3  
4 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Well  
5 no Vice Chair, if we don't know about something, how can we tell you about it?  
6

7 **CHAIR VAN NATTA** – But you knew it before the meeting tonight  
8

9 **VICE CHAIR GIBA** – Before this meeting?  
10

11 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – But  
12 you did too because we provided Mr. Bleckert's letter, which included the photos  
13 that we had. But regardless I think the idea is you could add it as a condition of  
14 approval, but it is by force of law they to have it address regardless of what the  
15 conditions say. So you could put in a condition kind of as a...  
16

17 **CHAIR VAN NATTA** – But it is going to be conditioned anyway whether we put it  
18 in there or not is what you are saying?  
19

20 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – It is  
21 going to be required regardless because it is a legal issue related to the removal  
22 of existing tanks, so it is kind of parallel but unrelated to this application, but  
23 certainly if you want to put a condition of approval that it has to be addressed  
24 prior to construction of phase one, that would certainly be possible.  
25

26 **CHAIR VAN NATTA** – The thing is it doesn't have to be in here for it still have to  
27 be addressed. It is still going to have to be addressed before they do anything  
28 with that land?  
29

30 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** –  
31 Correct  
32

33 **SPEAKER MYRON** – We're moving on this rapidly. Again myself, I just found  
34 out I think last Friday or the Friday before that and we've already contracted with  
35 a company that has been out to the site to do the phase one, so there was no  
36 documentation of it, the County didn't have anything and the City has nothing of  
37 it. Good will parishioners decided they were going to take of this without letting  
38 anybody know and so as soon as we found out we've acted on this.  
39

40 **COMMISSIONER LOWELL** – So now this is public knowledge and the phase  
41 one report is being drawn up, are there steps involved now or fail safes involved  
42 that this has to be taken care of regardless of whether this project goes forward?  
43

44 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yes  
45

1 **COMMISSIONER LOWELL** – I love those answers. Yes, perfect, so it is kind of  
2 a moot point now. It is going to be take care of regardless of this project.

3  
4 **APPLICANT LORD** – When completed, we can provide you with the documents  
5 that say it has been done. We can give that to Staff.

6  
7 **COMMISSIONER LOWELL** – I would appreciate that.

8  
9 **CHAIR VAN NATTA** – Any other comments or responses?

10  
11 **SPEAKER MYRON** – I would just like to comment on as far as the project itself,  
12 Bennet had explained that the parish has been working on this for about three  
13 and half years and during that three and a half years, just coming to this final part  
14 here, we have about 182 conditions. Now myself I work with all Riverside and  
15 San Bernardino Counties. We have different parishes; about 92 parishes. This  
16 is by far the most conditions in any project I have ever seen and we are agreeing  
17 to those. We are agreeing to all those conditions. Many of the conditions,  
18 especially the water on St. Christopher Lane was not created by the parish. That  
19 is a problem through design that we are taking care of and we are taking care of  
20 that in phase one and we are trying to alleviate all the water problems there and  
21 all of the analysis has gone through Staff reports. The basin itself well exceeds  
22 what would be normally be required, so we are trying to address those things to  
23 be good neighbors to the people on St. Christopher Lane.

24  
25 We've also been trying to work with them as I said through meetings and trying to  
26 set up you know how we can either do the permit parking and we'll continue to do  
27 that, because we know that is an issue. We know that it is an issue with parking  
28 on vacant lots and we've told the people they have to park you know where they  
29 can on the streets where it is legal to park. So we do address those issues. We  
30 have that problem in a lot of parishes because we are so highly impacted, but we  
31 try to address the issues as best we can. As far as the parking, we address it as  
32 far as the codes and try to exceed where we can, so all the concerns that you  
33 have said, we understand that and we want to be good neighbors and we are  
34 trying to address those as far as seating and all those issues.

35  
36 **COMMISSIONER LOWELL** – I have a couple of questions for you too while you  
37 are still up there. I was looking at the architectural site plan and I noticed that  
38 during this meeting that there is a proposed parish hall being proposed in the  
39 northwest corner of the lot. Wouldn't it be a better layout if you put it in the  
40 southwest corner to eliminate that parking lot to have two driveways on  
41 Christopher Lane and three on Cottonwood as opposed to the other way around,  
42 putting the most traffic on the larger street?

43  
44 **APPLICANT LORD** – Yes, this particular driveway; the one that gets closed  
45 off... actually this one gets moved over and there are essentially...

46

1 **COMMISSIONER LOWELL** – Correct, but there is only going to be two on  
2 Cottonwood.

3  
4 **APPLICANT LORD** – Right because this one currently is in only, because at the  
5 moment if this used; unfortunately it gets in the way of stacking of the other two  
6 driveways and in the final build out, what we have created are some longer  
7 drives, which makes better stacking space, which makes better parking  
8 alleviation and having a driveway so close to a corner is really a conflict and  
9 engineers just don't like it when they are that close.

10  
11 **COMMISSIONER LOWELL** – But there is one parking that just stands by itself  
12 that only has one inlet and one outlet. Wouldn't it be a better design or layout if  
13 the building that is proposed on the northwest be rotated and put in place of that  
14 parking lot, so St. Christopher would only have two driveways? It is kind of...  
15 yeah, it would make the neighbors on that street have less traffic by default  
16 because there would be no access.

17  
18 **APPLICANT LORD** – You know that is one of the scenarios that we looked at  
19 long ago, but when we take down this building and put the new one in; actually  
20 we're going to create an emphasis on the corner and the idea is to create a big  
21 gathering space in between the buildings rather than off to the side, where you  
22 do get the fellowship; where you do get the connection between the two  
23 structures. When it is isolated here and the front door is there and what happens  
24 after mass, everybody runs for their cars and if we can create more of a social  
25 aspect, traffic exits on a more predictable and less frantic basis. There is less  
26 congestion and we would prefer it in the corner. One is a marker of the parish  
27 itself and then two, to create a big social space in between the for a big gathering  
28 space.

29  
30 **COMMISSIONER LOWELL** – So we're having a gathering space to overlap  
31 between services, so we have more people being in attendance an issue?

32  
33 **APPLICANT LORD** – It doesn't happen that way. It's just what is most  
34 accommodating or perhaps is when there is a wedding or when there is a funeral  
35 and you are going to have the reception in the hall afterwards, this makes that  
36 comfortable transition space where you are not crossing cars. You are actually  
37 going in between the spaces comfortably, so we try to link them up on a campus  
38 basis and then the parking becomes less important in terms of the overall  
39 circulation. This is a nice little lot that will support on a daily basis the  
40 administrative end of things, so to us it made sense to be an isolated element  
41 that would serve that day to day to function.

42  
43 **COMMISSIONER LOWELL** – Okay

44  
45 **APPLICANT LORD** – Thank you  
46

1 **CHAIR VAN NATTA** – This closes our Public Comment portion of the meeting  
 2 and at this point we are going to into Commissioner Discussion. You can be  
 3 last; okay?

4  
 5 **VICE CHAIR GIBA** – Okay Meli

6  
 7 **COMMISSIONER SIMS** – Okay, I will start this off then. I just want to say I  
 8 applaud the St. Christopher’s leadership to deal with... it sounds like there hasn’t  
 9 been a lot of improvements being kind of developed over time and the sanctuary  
 10 and then you’ve kind of picked off buildings and property as it cobbled together  
 11 what you have today, so I do applaud the efforts to deal with the drainage issue.  
 12 I think that is part and parcel that comes with improving the property. I am  
 13 concerned though about... and I also applaud trying to work on dealing on  
 14 improving the traffic circulation on Cottonwood and Perris. I’m not a Traffic  
 15 Engineer but a Civil Engineer and not a Traffic Engineer, so you’ve got to trust  
 16 the recommendation are the best that would be available to mitigate the traffic  
 17 situation that is there, but I am concerned about the lack of parking, but I do  
 18 understand that it is what it is; that the current code has allowed this to happen,  
 19 so we have an illegal but compliant... is that the term?  
 20

21 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – No it  
 22 would be the code that was in place was in 1984, but as we’ve gone through this  
 23 discussion, even it was coming in today...  
 24

25 **COMMISSIONER SIMS** – Brian helped me out... it is legal but not compliant. Is  
 26 that what we are saying?  
 27

28 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Well I  
 29 think... we don’t have the calculation of the pew lengths but based on the square  
 30 footage that came if it came today it would be compliant. Through this whole  
 31 discussion we’ve had tonight, we’ve run new calculations and it actually does  
 32 meet it as far as using only one building at a time. What appears to happen now,  
 33 they are using more than one building.  
 34

35 **COMMISSIONER SIMS** – Okay I guess my think is I’m trying to get my head  
 36 wrapped around all of this and keep my eye on the ball. I understand the Staff  
 37 Report. We’re not adding occupancy or capacity to any of the approvals of any  
 38 of these recommendations. They are just improving the facility to make it more  
 39 user friendly for the parishioners. I get that, so there is no trigger in any of the  
 40 actions of these requests for approvals to trigger a condition to say no, you need  
 41 to go do 300 new spaces or something like that. I get that, so having said all  
 42 that, I like the idea there are improvements for the drainage. I like that it will be  
 43 an upgrade for the neighborhood.  
 44  
 45

1 My personal sticking point in this is no good deed goes unpunished type of rule.  
 2 I see the good that is trying to be done here. It still sticks with me though that the  
 3 phasing is inappropriate for what we have here to deal with the neighborhood  
 4 concerns and that all boundary conditions should be in phase one. There can be  
 5 discretion in how to spend money on building improvements internally with the  
 6 facility. I think there is a co-existing use with residential and with the church so  
 7 that if the church is going to proceed forward and it probably will be there forever  
 8 and ever. It is not probably going to go away at any time in the foreseeable  
 9 future, so I would suggest the church do a good deed, revise their phasing to  
 10 accommodate all the improvements including the easterly wall; make that  
 11 improvement and get that done; do the drainage and the street traffic things and  
 12 then start working internally.

13  
 14 A couple of technical questions that I had for Staff was on this phasing is there a  
 15 way to if that is a financially not feasible, is there a way to condition or require  
 16 bonding for some of these improvements, because there is a tract map that is  
 17 being approved with this. Why couldn't if like there is the wall... well bonding  
 18 would only be for the public improvements, so at a minimum I would expect  
 19 everything that was in the public right-of-way that is a public improvement would  
 20 have to bonded for with the first phase at a minimum; better would be it all  
 21 constructed and the other thing that I would request also is that I'm suggesting a  
 22 continuance to allow these people to come back and kind of get a sense. I'm  
 23 sure my fellow Commissioners will have other things to talk about... is to come  
 24 back with more of a specific schedule for when these improvements will be... If  
 25 there was bonding it would encourage them because it would cost them a bond  
 26 premium every year to keep that in place, so it gives them some incentive to  
 27 move and not just not do it. Anyhow, those are my comments. Thank you.

28  
 29 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Oh  
 30 just to answer your question. Phase one I think includes all the perimeter  
 31 improvements except for the bus bay and the easterly wall and the raised  
 32 median, so were you anticipating all those or just the easterly wall?

33  
 34 **COMMISSIONER SIMS** – I would do every one of those. I would do all of the  
 35 east wall. I'd do the median. I would do everything. Right away there should be  
 36 a standing good neighborly effort to say yeah... we're not going to... we already  
 37 have...there is a pre-existing... if not approving this today is not going to stop the  
 38 200 cars that park on Cottonwood in the dirt thing. That is an enforcement thing  
 39 or something that the property owner gets tired of having trash on his property or  
 40 what not. They can come and deal with that; put up a fence around the property  
 41 or do something. Anyhow we're not going to fix that problem with anything we  
 42 are doing here today. I'm just saying if there is a problem the church should  
 43 recognize it. The first thing they should try to do is to mitigate that.

44  
 45 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Right  
 46 so if all those... offsite improvements can be bonded for but if they are



1 constructed obviously there is not a need necessarily for bonding but I'll defer to  
 2 Clement to answer exactly how that is done. So offsite improvements there can  
 3 be a bond or there can be construction, but the assumption with whatever you  
 4 include in phase one is that it will be actually be constructed prior to occupancy; it  
 5 will actually be there. That is the assumption that all the improvements in phase  
 6 one will be there. If they are not there, there is certainly the potential, but we  
 7 really use it very sparingly and for very short periods for somebody to get a  
 8 temporary Certificate of Occupancy based on bonding, so it can be done. We  
 9 can work with the church.

10  
 11 If at the time of Certificate of Occupancy and they are not quite there so that can  
 12 be done, that is just the way construction operates already, so there is not  
 13 special conditions that are required for that. The onsite wall; we don't really have  
 14 a way... the only bonds we've done for onsite improvements is a cash bond, so  
 15 that obviously makes more sense just to build it then to provide a cash bond,  
 16 because that is very expensive, but certainly that is still an option. So I think the  
 17 main thing is if you want to require those things, that is something that the parish  
 18 would have to consider if they would accept those conditions and whether that  
 19 requires a continuance or they are willing to do that tonight. That is a question  
 20 for them.

21  
 22 **COMMISSIONER SIMS** – Yeah I get the sense in the phasing that a portion of  
 23 the 600 feet of the easterly wall is already conditioned in phase one. I don't know  
 24 how many linear feet that is, so if somebody could...

25  
 26 **ASSOCIATE PLANNER DESCOTEAUX** – It's 200

27  
 28 **COMMISSIONER SIMS** – So 200, so you are looking at tripling the cost of that  
 29 wall. I'm not talking about dollars. Dollars are dollars. I get it. So I get that and  
 30 then I'm not sure what the additional costs are for the bus turnout and I'm not as  
 31 concerned about the bus bay myself, but I think the raised median and  
 32 completion of all the street improvements and the drainage and closing off the  
 33 walls seem to be paramount in my; just closing off the boundary and they can  
 34 work internally and do whatever they want.

35  
 36 **COMMISSIONER LOWELL** – I appreciate what the parish and the church is  
 37 doing proposing these improvements. I think it will be marked improvement for  
 38 St. Christopher to put the cul-de-sac in. I think the detention basin or retention  
 39 basin will eliminate any concerns that the residents have concerning the flooding.  
 40 I do have major concerns about the parking issue as everybody around here  
 41 does. Parking is just outrageous. I drive Cottonwood on the weekends going to  
 42 and from my family's houses and it is a nightmare driving that street, so anything  
 43 the church can do to help to reduce traffic or improve the parking would be  
 44 greatly appreciated. We were talking earlier about the Conditional Use Permit  
 45 about allowing one building to be occupied or used at a time, however, about 10  
 46 or 15 minutes ago when we were talking to the Applicant, they were saying that

1 there is a parish hall that they encourage the people attending the church to go  
 2 from the sermon to the parish hall to kind of hang out and congregate, but I'm  
 3 assuming and I believe they'll be hanging out longer than the couple of hours  
 4 between services, so I have a feeling there is going to be some overlap between  
 5 service A and service B or service 1 through service 9. It seems that the intent of  
 6 the Conditional Use Permit will eliminate the problem, but the implementation of  
 7 the permit might be difficult and the parking situation is only going to get worse.

8  
 9 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yeah  
 10 the Applicant can probably clarify that, but I understood that to be when they  
 11 what we'd call a special event like a funeral or a wedding where they are in  
 12 essence renting both sides. You'd go to the service and then you'd go to the  
 13 after or the reception and it is in fact the same people at different times of the  
 14 day, so obviously that in essence they would be occupying one building and then  
 15 occupying another building, so they wouldn't be occupying both buildings at the  
 16 same time. That is the intent of our condition. There is always a practical issue.

17  
 18 **COMMISSIONER LOWELL** – There was a couple of other things that I had  
 19 questions on. One of the public commenters; Eugene; he mentioned that in his  
 20 closing statement that there is going to be a sidewalk proposed on the northerly  
 21 side of Cottonwood, but I don't see that anywhere here.

22  
 23 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – He  
 24 can clarify but I think he meant on the north side of their property.

25  
 26 **COMMISSIONER LOWELL** – Just double checking because that would be a  
 27 marked improvement but I didn't see that anywhere. I had comments about the  
 28 infiltration rate of the basin. Will that in fact draw down in 48 hours? Do we know  
 29 what the infiltration rate is?

30  
 31 **LAND DEVELOPMENT ENGINEER JIMENEZ** – Yes I'd have to look it up but it  
 32 is in the drainage study.

33  
 34 **COMMISSIONER LOWELL** – But the math does work out that it will draw down?

35  
 36 **LAND DEVELOPMENT ENGINEER JIMENEZ** – Yeah according to the  
 37 calculations and there were six test sites; test samples that were taken and the  
 38 average was used as the infiltration rate.

39  
 40 **COMMISSIONER LOWELL** – Yeah were all six of those within the basin or just  
 41 across the whole site?

42  
 43 **LAND DEVELOPMENT ENGINEER JIMENEZ** – Within the whole basin

44  
 45 **COMMISSIONER LOWELL** – Okay and then the tank; they don't draw a CEQA  
 46 problem? I think we addressed that earlier?

1 **INTERIM PLANNING OFFICIAL ORMSBY** – Right, well based on what has  
 2 been placed on the record, we don't feel there would be a need to modify CEQA  
 3 at this point. Basically it is covered through other State and Federal Regulations.  
 4

5 **COMMISSIONER LOWELL** – And there are fail safes involved if something does  
 6 come up and the soil is contaminated they'll have to fixed regardless of this  
 7 project?  
 8

9 **INTERIM PLANNING OFFICIAL ORMSBY** – That's correct  
 10

11 **COMMISSIONER LOWELL** – That was pretty much it. I appreciate it. Thank  
 12 you very much.  
 13

14 **COMMISSIONER BAKER** – This is a monumental project. I was doing some  
 15 figures on the total square footage when this builds out. It is 60,187 square feet;  
 16 all the buildings. That's a bunch of square footage, but the parking concerns me  
 17 a lot and I don't know... I wish I had the magic potion in my back pocket. I guess  
 18 there is no chance of buying that property across the street and dedicate that  
 19 as... you know the one they're using illegally and that takes money too, so I think  
 20 the drainage deal, we've probably got that resolved. It is just the parking deal  
 21 that really bothers me a lot. I don't know how to get around that to be honest  
 22 with you. It is a big facility. When it builds it is going to be over 60,000 square  
 23 feet of buildings there to deal with. That's all I've got on it.  
 24

25 **VICE CHAIR GIBA** – I think we've pretty much beat his one up pretty much the  
 26 same way I've come out. That's why I've been sitting here quietly listening to  
 27 what everyone had to say. I appreciate exactly what they said. It is wonderful  
 28 and it is marvelous the church is growing. Churches also have to think ahead of  
 29 the community that they are in. If you are already parking on these lots on the  
 30 outside, it appears to me that you already have exceeded your parking capability  
 31 on that site. That is a big problem to me also. Brian mentioned and it was the  
 32 same thing I was looking at. It almost looks as if you are sacrificing St.  
 33 Christopher Lane at the expense of Cottonwood with three entrances and exits  
 34 versus Cottonwood and those folks are already impacted tremendously by the  
 35 traffic coming in and out. Parking and the traffic. I get it.  
 36

37 You are doing a marvelous job trying to work as good neighbors but here is my  
 38 concern. You may have already exceeded the capacity of the property that you  
 39 are sitting on and it may be that what you are trying to do exceeds the ability of  
 40 the property that you have to do it. You may have to reconsider; at least  
 41 something that I would think, that maybe everything you want to do here at this  
 42 site is not necessarily what you can do or should do. I know there are lots of  
 43 other churches around Riverside County and eventually what they do when  
 44 they've exceeded their area of their parking and everything; they acquire new  
 45 land or they have satellite campuses or they build entirely new sanctuaries and  
 46 so I am concerned and I didn't do the square footage, but when Commissioner

1 Ray just did that, now it really makes me think. You already have exceeded what  
 2 you have and I applaud for all the rest and I know there are concerns about the  
 3 drainage and this catch basin, I have to defer to my more knowledgeable  
 4 colleagues that if this is really going to work, it is a good plus for the residents in  
 5 the area that is true. We have a problem with your parking and we have a  
 6 problem with the streets and St. Christopher Lane and I've never seen and I've  
 7 been here now for over two years and I have never seen this many people turn to  
 8 say I'm concerned about something. When I see that, then I see concern about  
 9 something, so you've already said all the... they've already said pretty much the  
 10 rest. I'm concerned about the amount of traffic, the amount of parking. You've  
 11 got nine services and you are still exceeding your parking capacity. I think that is  
 12 something that you really need to look at. That's all I have to say.

13  
 14 **CHAIR VAN NATTA** – I'm going to say something a little different. You guys  
 15 already said all the negative stuff. I'm looking at this and I'm thinking when you  
 16 are looking at it in terms of first do no harm and improve what you can and so  
 17 forth, the church is already there. There is already a problem with parking.  
 18 There is already a problem with the street flooding and with the people parking  
 19 where they shouldn't and the trash and everything else like that and I'm looking  
 20 at this in terms of you can make all the plans for all the phases that you want.  
 21 The only phase that we are looking at right now that we know could be  
 22 completed is going to be completed is phase one. You may never get to phase  
 23 two. You may never get to three, four or five. I mean I've seen a lot of plans.

24  
 25 Even the church that I go to, there is you know plans for how we're going to  
 26 develop the entire campus there and what they're going to put where and where  
 27 the gymnasium is going to go and where this is going to go and all that kind of  
 28 stuff. It doesn't mean it is going to get done. I think what we have to be careful  
 29 about as Planning Commissioners is looking at this in terms of that there are  
 30 deep pockets that of course you can do all of these things in the first phase  
 31 because after all look at how many people go there. When you are looking at a  
 32 church as opposed to a commercial establishment people don't necessarily buy a  
 33 ticket to walk in the door. There a lot of people who are being served by the  
 34 parish. A lot of people are going there to worship that maybe don't have the  
 35 money to contribute towards the upkeep and the expenses and so forth. If they  
 36 are struggling financially like a lot of people still are, you know what are they  
 37 going to do, make their contribution to the church or buy milk for the kids. You  
 38 know it doesn't necessarily mean that because there is a lot of people there, that  
 39 there are a lot of funds available to do it.

40  
 41 What I see here, just looking at phase one, is something that is a definite  
 42 improvement over what they have now, without adding to the capacity of the  
 43 number of people that are there. Phase one all on its own is going to take care  
 44 of a lot of the problems on St. Christopher Street. It is going to take care of a lot  
 45 of the perimeter problems. It is going to take care of the retention basin which is  
 46 going to eliminate the flooding problem. There is a lot of improvements there that

1 without adding a single parking spot, although I'd love to see more parking and I  
2 think they really, really need it, there is a point at which the sheer volume of  
3 people starts to constrict the growth. When people want to go to church and they  
4 can't find a parking space, there is going to be a certain number of people that  
5 start thinking well maybe I should go across town to the other church or maybe I  
6 should go to Perris and as was mentioned earlier, there are plans for expansions  
7 at other churches in the area and maybe some of these people will start going  
8 there.

9  
10 At some point the pressure of the number of people and the amount of parking and  
11 everything like that is going to be somewhat self-limiting on its own, but what  
12 we're looking at since we are not increasing the capacity of the seating and so  
13 forth in phase number one here and it is doing a tremendous amount of  
14 improvements to the property, I think we should let it go ahead the way it is. It is  
15 not like they just walked in here with a plan and slapped it down in front of us.  
16 This is something that has been going through the process for a long time. It's  
17 had the Traffic Studies and the Engineering Studies and the soil studies and you  
18 know all these other studies done on it. We can't sit here as much as we'd like to  
19 and say because we saw that there is a problem with the parking, we want you to  
20 have more parking than what would be required of any other building under the  
21 code, unless we change the code and say okay now we're going to change the  
22 code and we are going to require this much parking for this much square footage.  
23 If the square footage; if it meets the codes and they've met the code, you know  
24 then yes parking is going to be a problem. It is not going to be more of a problem  
25 than it already is and if they address the concerns on St. Christopher Lane; they  
26 are going to eliminate the flooding problems; they are going to eliminate the  
27 parking problems there.

28  
29 The rest of it comes down to the leadership at the church addressing the other  
30 problems that come out of just having a lot of people there. You have people  
31 who are going to park illegally. That should be dealt with by the church, by the  
32 leadership, with their own parishioners and should be policed that way. You  
33 mentioned the big church that you go to. I've been there too and they have  
34 people out there directing traffic, showing people where to park, and patrolling  
35 the parking areas and everything else like that. There is no reason why any  
36 church couldn't do the same. If you have a parking problem, address it. That  
37 can be an internal issue that can be addressed. Who is it affecting more than  
38 anyone else... not just the people out in the neighborhood, but the parishioners,  
39 the reputation of the church, the reputation within the neighborhood and  
40 everything else like that? If I sound like I'm preaching a little bit, I guess maybe I  
41 am. But I think the project itself is a good one and well thought out with as most  
42 efficient use of the land that is available. If it gets to the point where that is not  
43 enough land, that is going to be a decision of that church or the diocese or  
44 whoever makes the decision to say we either buy more land, trade off with the  
45 City yard and buy them something someplace else, buy the land across the

1 street for additional parking or we move to someplace where there is more room  
2 or whatever it is.

3  
4 Actually that is probably one of the least attractive options for this particular  
5 church because it is located in the center of town where there is a lot of people  
6 who go that probably find it difficult to go across town. There are a lot of people  
7 who go there who walk because they live in the neighborhoods nearby, so  
8 anyway I think the control of the population, the control of the people who are  
9 members of that parish, should rest with the church leadership and I think this is  
10 an improvement on what is currently there and should be approved. Are there  
11 any other comments? Are we ready to make a motion and take a vote?  
12

13 **COMMISSIONER LOWELL** – I did have one question really quick just to John;  
14 just two seconds. If we approve tonight; that's phase one, then phase two, three,  
15 four and five still have to come back for further review; correct?  
16

17 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Well if  
18 you approve the project as proposed you are approving all the phases, but there  
19 are no buildings actually...there is only footprints, so the buildings would come  
20 back. Under the current set of conditions of approval they would be reviewed at  
21 Staff level, so that would be a change in the conditions if you wanted them  
22 physically to come back to you, but the Master Plan tonight is all the phases as it  
23 is currently proposed.  
24

25 **COMMISSIONER LOWELL** – Thank you  
26

27 **CHAIR VAN NATTA** – And if it is going to change for some reason as they go  
28 along and their plans morph and there is going to be something different, then  
29 that might need to come back for an approval?  
30

31 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yes,  
32 when Master Plans... it has happened in shopping centers a lot more than  
33 churches, but it has happened in churches also. When they fundamentally  
34 change it; you know they move buildings from one end to the other; they increase  
35 the size of the buildings then that would be something that would need to come  
36 back to the Planning Commission because that is above and beyond what you've  
37 authorized Staff to review.  
38

39 **CHAIR VAN NATTA** – And other than that, everything would have to meet  
40 whatever the building codes are for whatever they are going to put, including  
41 drainage and all that kind of stuff?  
42

43 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Right,  
44 at the time when they do it.  
45

1 **COMMISSIONER SIMS** – I have a little difficult time... I agree with the improved  
 2 project with phase one is a good project. I do have an issue approving the  
 3 conditions as recommended in the absence of bonding for all public  
 4 improvements in all phases. I think we've heard enough complaints from the  
 5 area residents around this that there is recognized problems here with the traffic,  
 6 the parking and the what-not; the drainage and we need to have some hook to  
 7 require that there is bonding for all public improvements with all the phases.

8  
 9 **CHAIR VAN NATTA** – Do you not think that the improvements in phase one are  
 10 going to address most of what the residents' concerns were other than the fact  
 11 that there is just too many cars?  
 12

13 **COMMISSIONER SIMS** – I think in phase two when you have improvements on  
 14 Cottonwood where there is going to be median; I think that needs to be done.  
 15 Any of the improvements on public property should be bonded with initial  
 16 bonding. It is just one of those dollars will get spent elsewhere and not get done.  
 17 That is just my... I'm sure people have great intentions at the beginning, but you  
 18 know things come up and so I can't... I don't know what all these conditions are,  
 19 but I would recommend anything that requires work within public right-of-way that  
 20 is an improvement with any of the phases be done with the first phase and  
 21 bonded for.  
 22

23 **VICE CHAIR GIBA** – Can that be made a condition?  
 24

25 **CHAIR VAN NATTA** – I think it takes a really big chunk to include everything that  
 26 is in phase two though, because that is where they are talking about those things  
 27 would not be done until they are building the new parish hall...  
 28

29 **COMMISSIONER LOWELL** – Not everything, just the public improvements  
 30

31 **COMMISSIONER SIMS** – Just the public improvements  
 32

33 **COMMISSIONER LOWELL** – The landscaped median, the bus bay, a couple of  
 34 little odds and ends  
 35

36 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TEREEL** – Yeah I  
 37 guess I've got a question. I'm not quite sure what is gained by bonding for  
 38 something, because basically they would just have to pay the bonding fees for a  
 39 period of time and they would eventually have to come up with the cash to  
 40 actually build it, so...  
 41

42 **VICE CHAIR GIBA** – John, can we add those in as conditions to the first phase;  
 43 you know that they do all those public improvements? I have a hand back there  
 44 so I'm sorry Meli...  
 45

1 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yeah I  
 2 think the idea is if you want to have them construct it as part of phase one then  
 3 that is something that the Applicant would have to consider.

4  
 5 **CHAIR VAN NATTA** – That is going to pretty much stretch out phase one. I  
 6 mean it's like you can say let's put phase one and phase two together and that  
 7 becomes the new phase one and then it just takes a lot longer to get it done.

8  
 9 **APPLICANT LORD** – One of the other improvements that is offsite or a public  
 10 improvement includes undergrounding the power on Cottonwood, which is a  
 11 huge chunk. That is a half million bucks and we just can't do that in phase one  
 12 and it is part and parcel of doing the improvements on Cottonwood, because you  
 13 can't... it wouldn't be logical to do one without doing the other and so that is why  
 14 we worked with City Staff to incrementally to be able to accomplish each of these  
 15 phases in increments that could be affordable. To pile it all on the first phase, it  
 16 is going to be a near impossibility. All the money we'd spend on the bond fees  
 17 could be put into doing the project and...

18  
 19 **CHAIR VAN NATTA** – That was kind of my thought too and I don't know if you  
 20 want to throw out the baby with the bath water here by just adding so much  
 21 restrictions to it, that they can't move forward with the improvements that the  
 22 residents in the area will benefit from, which are the street improvements on St.  
 23 Christopher Lane and the retention basin and...

24  
 25 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Just  
 26 to clarify, the bus bay then requires the undergrounding, so that's where a  
 27 relatively small public improvement costs a lot more money than we anticipated  
 28 because obviously the undergrounding is much more expensive than the bus  
 29 bay. I'm not sure about the median. That is a different issue.

30  
 31 **CHAIR VAN NATTA** – I think there was a lot of thought into as he said on how  
 32 these were split into the phases to make them steps that could be taken one at a  
 33 time, where the entire project would just be too big to bite off all at once.

34  
 35 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – I'd  
 36 agree because obviously the phase one is primarily offsite improvements even  
 37 as it is currently proposed.

38  
 39 **CHAIR VAN NATTA** – And it also takes care of the issue that I guess you were  
 40 saying something about there was an issue with using a residential property as  
 41 office and having to modify that and that was something that the City needed  
 42 them to do and that is part of phase one.

43  
 44 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – That's  
 45 correct



1 **VICE CHAIR GIBA** – Is it phase one or two; or what did you say only a partial  
2 wall on the east side?

3  
4 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – That's  
5 correct. It is 200 feet.

6  
7 **VICE CHAIR GIBA** – 200 and I think you said it was 600 feet across there. Is it  
8 possible that that whole east wall could be completed in phase one? Is that a  
9 possibility to satisfy the neighbors concern?

10  
11 **CHAIR VAN NATTA** – Commissioner Giba, I think that was really clarified earlier  
12 when he was saying that if the plans at some point get changed for the final  
13 development in phase four and five on those other buildings that that might  
14 change the placement of that wall.

15  
16 **VICE CHAIR GIBA** – I heard what he said; yeah

17  
18 **COMMISSIONER LOWELL** – Commissioner Van Natta... (Inaudible) take it to a  
19 vote?

20  
21 **CHAIR VAN NATTA** – Yeah let's go ahead and take it to a vote

22  
23 **COMMISSIONER LOWELL** – I would like to place a motion. I'd like to motion to  
24 **APPROVE** Resolution No. 2013-21 and thereby:

- 25  
26 1. **ADOPT** a Negative Declaration for PA13-0002 Tentative Parcel Map  
27 36522 pursuant to the California Environmental Quality Act (CEQA)  
28 Guidelines; and,  
29  
30 2. **APPROVE** PA13-0002 Tentative Parcel Map 36522 subject to the  
31 attached conditions of approval included as Exhibit A.

32  
33 **CHAIR VAN NATTA** – Do we vote on both of them together?

34  
35 **CITY ATTORNEY BRYANT** – You can do them separately

36  
37 **CHAIR VAN NATTA** – Or together... let's just do them all together because it is  
38 all part of the same thing.

39  
40 **COMMISSIONER LOWELL** – Okay then I also recommend **APPROVAL** of  
41 Resolution No. 2013-26 and thereby:

- 42  
43 1. **ADOPT** a Negative Declaration for P12-051 Master Site Plan, Amended  
44 Conditional Use Permit, pursuant to the California Environmental Quality Act  
45 CEQA Guidelines; and,  
46

1           **2. APPROVE** P12-051 Master Site Plan, Amended Conditional Use Permit,  
2           subject to the attached conditions of approval included as Exhibit A.

3  
4  
5           **CHAIR VAN NATTA** – Do we have a second?

6  
7           **CHAIR BAKER** – Second

8  
9           **CHAIR VAN NATTA** – It has been moved and seconded and will this be a voice  
10          call vote?

11  
12          **ASSOCIATE PLANNER DESCOTEAUX** – Could we say as amended with the  
13          revised conditions of approval?

14  
15          **COMMISSIONER LOWELL** – Oh... also to approve the revised conditions of  
16          approval.

17  
18          **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yeah,  
19          as amended is fine.

20  
21          **COMMISSIONER LOWELL** – As amended

22  
23          **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Is that  
24          okay with the second?

25  
26          **COMMISSIONER BAKER** – Yes, second

27  
28          **CHAIR VAN NATTA** – Okay it has been moved and seconded.

29  
30          **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – And it  
31          is up to you. We can do either voice vote or roll call.

32  
33          **CHAIR VAN NATTA** – Let's do a voice vote...excuse me, a roll call vote

34  
35          **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yes

36  
37          **COMMISSIONER SIMS** – I am going to vote yes... reluctantly on this one. I  
38          think it is inadequately bonded for myself; the conditions.

39  
40          **VICE CHAIR GIBA** – Hesitantly; yes

41  
42          **CHAIR VAN NATTA** – Yes

43  
44          **COMMISSIONER BAKER** – Yes

45  
46          **COMMISSIONER LOWELL** – Yes

1 **CHAIR VAN NATTA** – Okay the motion and can we have a wrap up.

2  
3 **INTERIM PLANNING OFFICIAL ORMSBY** – Yes the approval will be final  
4 unless it is appealed to the City Council within 15 days.

5  
6  
7  
8 **OTHER BUSINESS**

9  
10 **CHAIR VAN NATTA** – Okay do we have any Other Business?

11  
12 **INTERIM PLANNING OFFICIAL ORMSBY** – There is no Other Business.

13  
14  
15  
16 **ADJOURNMENT**

17  
18 **CHAIR VAN NATTA** – Okay if there is no Other Business then I'll entertain a  
19 motion to adjourn.

20  
21 **COMMISSIONER SIMS** – I'll make that motion.

22  
23 **CHAIR VAN NATTA** – Oh when is our next meeting, that's right; sorry?

24  
25 **INTERIM PLANNING OFFICIAL ORMSBY** – Yes I was going to mention that  
26 under Staff Comments. That was actually the next item, but under Staff  
27 Comments, yes; the next meeting is November 14<sup>th</sup>, 2013. There are three items  
28 currently scheduled. One is the review of the Draft State 60 Highway Corridor  
29 Study. The second is a Special Plan Amendment at Town Gate Specific Plan,  
30 which I mentioned last time which is a very minor amendment to some language  
31 pertaining to housing and then finally an eight lot Tentative Tract Map for Habitat  
32 for Humanity, which had an event today actually out at the site.

33  
34 **CHAIR VAN NATTA** – They had kind of like a ribbon cutting or something today  
35 or some sort of dedication.

36  
37 **INTERIM PLANNING OFFICIAL ORMSBY** – Yes that's correct. That's  
38 concludes Staff's comments.

39  
40 **CHAIR VAN NATTA** – Thank you. We are adjourned.

41  
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46 **SIGNATURE PAGE FOLLOWS:**

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**SIGNATURE PAGE:**

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Chris Ormsby  
Interim Planning Director

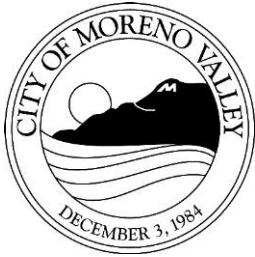
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Approved

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Meli Van Natta  
Chair

\_\_\_\_\_  
Date

Attachment: PC Minutes 10-24-13 (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013,



## PLANNING COMMISSION STAFF REPORT

Case:	PA13-0002 - Tentative Parcel Map 36522 P12-051 - Master Site Plan (Amended Conditional Use Permit)
Date:	October 24, 2013
Applicant:	Lord Architecture Inc
Representative:	Bennett Lord
Location:	SEC Perris/Cottonwood
Proposal:	Tentative Parcel Map 36522 to combine 5 lots into one 9.5 acre parcel and a Master Site Plan for current and future expansion of the existing church site. The Master Site Plan project will be phased into 5 phases. The site is in the Office (O) and Residential 5 (R5) zones.
Recommendation:	Approval

### SUMMARY

The applicant, Lord Architecture, Inc has submitted an application for a Tentative Parcel Map 36522 to combine five lots into one 9.5 acres parcel, and a Master Site Plan (Amended Conditional Use Permit) phased into 5 phases for current and future expansion of the existing church site. The site is located in the Office (O) and Residential 5 (R5) zoning districts. The project was continued from the September 26, 2013 at the applicant's request.

**Planning Commission Staff Report  
Page 2**

**PROJECT DESCRIPTION**

**Project**

The project is a Tentative Parcel Map to combine the five parcels into one lot for current and future expansion of the existing church site. In addition, a Master Site Plan (Amended Conditional Use Permit) is proposed to map out the future plans for the site.

**PA13-0002 Tentative Parcel Map 36522**

Tentative Parcel Map 36522 will combine all of the five parcels into one parcel for current and future expansion of the existing church site. There is no development associated with the Tentative Parcel Map.

**P12-051 Master Site Plan (Amended Conditional Use Permit)**

The Master Site Plan provides for 5 phases of development incorporating the existing structures and the construction of additional structures, site improvements and off-site improvements until ultimate build out of the site is complete. The project is conditioned to submit all buildings and site plans for review and approval and any modifications will require a revision to the Master Site Plan. The current plans for the 5 phases are summarized below.

**Phase I**

Phase I will include the new retention basin for storm water runoff, extending St. Christopher Lane to the east with street improvements, renovating the existing single family residence to a meeting room, the construction of a new multi-purpose building, providing new on-site parking, landscape and circulation improvements and off-site improvements to Cottonwood with a new driveway to the northeast.

**Phase 2**

Phase 2 will include the construction of a new multi-purpose parish hall, parking and landscape with off-site improvements to Cottonwood which include a bus bay, and revisions to the existing driveways with a landscape median proposed from St. Christopher Lane to Cottonwood along Perris Boulevard.

**Phase 3**

Phase 3 will remove and replace the old sanctuary/social hall with a new parish administration center with adjacent landscape and site improvements associated with the new structure.

## Planning Commission Staff Report Page 3

### Phase 4

Phase 4 will remove the existing office/school buildings and single family home located on the north portion of the site, construction of two education buildings, parking, sports facilities, and modifications to the retention basin as necessary.

### Phase 5

Phase 5 includes the construction of two new education buildings.

### Site

The existing church site is zoned Office (O) with the two parcels to the east zoned Residential 5 (R5). The site is 5 parcels which will be merged together creating a 9.51 acre parcel on the southeast corner of Perris Boulevard and Cottonwood Avenue. Tentative Parcel Map 36522 is conditioned to be recorded prior to Phase 1.

### Surrounding Area

Properties to the north are zoned Community Commercial (CC), Office Commercial (OC), Residential 10 (R10) and Residential 5 (R5) with several single family homes and vacant land. To the east and west the zoning is R5 with single family to the west and legal non-conforming uses to the east. Properties to the south are RS10 with existing single family residences.

### Access/Parking

Access to the site will be from the existing driveways along Cottonwood Avenue and St. Christopher Lane. The existing easterly driveway on St. Christopher Lane will extend north to Cottonwood Avenue with increased parking in Phase 1. Driveways will be modified per plan with each phase.

Phase 2 street improvements will include a raised median along Perris Boulevard from Saint Christopher Lane to Cottonwood Avenue. The improvement is in line with the ultimate design of a major arterial street. The addition of a median will result in improved Levels of Service (LOS) and improved safety at the intersection. Southbound motorists wishing to turn left onto St. Christopher Lane will be able to go to the Perris Blvd/Bay Ave intersection and make a U-turn. Motorists wishing to go south on Perris Blvd from St. Christopher Lane will be able to go to Perris Blvd/Cottonwood Ave and make a U-turn. A traffic signal at Perris Blvd/St. Christopher Lane would not be an appropriate mitigation due to spacing from the Perris Blvd/Cottonwood Ave intersection. The spacing between the intersections is approximately 500 feet. There would not be enough distance between the signals to provide adequate left turn storage for northbound Perris Blvd at Cottonwood Ave and southbound Perris Blvd at St. Christopher Lane. The left turn queue of vehicles would spill over into the through lanes and block traffic. Furthermore, closely spaced traffic signals result in poor traffic signal synchronization and poor progression through the signals.

**Planning Commission Staff Report**  
**Page 4**

**Design/Landscaping**

The site will be developed per the approved Master Site Plan with landscaping and parking modified as required per phase.

All buildings will require a separate review and approval for consistency in design, colors and materials.

**REVIEW PROCESS**

The Master Site Plan was submitted April 26, 2012 and the Tentative Parcel Map was submitted January 13, 2013. To date, all relevant issues have been addressed to the satisfaction of all parties.

**ENVIRONMENTAL**

The site is considered an infill development project as the site is mostly developed with existing buildings, parking areas and existing access to Cottonwood Avenue and St. Christopher Lane. A Traffic Impact Study completed for the project determined the proposed project would not change the current traffic conditions however future street improvements will improve Perris Boulevard and maintain the existing traffic conditions on Cottonwood Avenue. The right-in, right-out condition at St. Christopher Lane due to the required median (Phase 2) will improve the safety of this intersection.

An Initial Study was completed with a determination that there will be no significant impacts to the environment from the proposed Tentative Parcel Map and Master Site Plan. Based on the information within the Initial Study, a Negative Declaration was recommended to be prepared. It is expected that the proposed project will not individually or cumulatively have an adverse effect on wildlife resources.

**NOTIFICATION**

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper.

**REVIEW AGENCY COMMENTS**

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

<b><u>Agency</u></b>	<b><u>Response Date</u></b>	<b><u>Comments</u></b>
Riverside County Flood Control	March 12, 2013	No impact to the District Master Drainage Plan. Drainage fees apply.



### **STAFF RECOMMENDATION**

That the Planning Commission **APPROVE** Resolution No. 2013-21 and thereby:

1. **ADOPT** a Negative Declaration for PA13-0002 (Tentative Parcel Map 36522) pursuant to the California Environmental Quality Act (CEQA) Guidelines; and,
2. **APPROVE** PA13-0002 (Tentative Parcel Map 36522) subject to the attached conditions of approval included as Exhibit A, and;

That the Planning Commission **APPROVE** Resolution No. 2013-26 and thereby:

3. **ADOPT** a Negative Declaration for P12-051 (Master Site Plan, Amended Conditional Use Permit) pursuant to the California Environmental Quality Act (CEQA) Guidelines; and,
4. **APPROVE** P12-051 (Master Site Plan, Amended Conditional Use Permit) subject to the attached conditions of approval included as Exhibits A.

Prepared by:

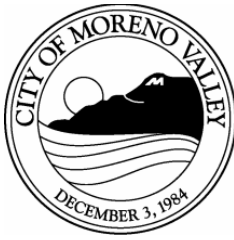
Julia Descoteaux  
Associate Planner

Approved by:

Chris Ormsby, AICP  
Interim Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2013-21 with Conditions of Approval as Attachment A
3. Planning Commission Resolution No. 2013-26 with Conditions of Approval as Attachment A
4. Reduced Plans
5. Zoning Map
6. Ortho Map
7. Initial Study



**INITIAL STUDY/  
ENVIRONMENTAL CHECKLIST FORM  
CITY OF MORENO VALLEY**

1. Project Title: PA13-0002 Tentative Parcel Map 36522  
P12-051 Master Site Plan
2. Lead Agency Name and Address: City of Moreno Valley  
14177 Frederick Street  
Moreno Valley CA 92553
3. Contact Person and Phone Number: Julia Descoteaux, Associate Planner 951-413-3209
4. Project Location: 25075 Cottonwood Avenue  
SEC Perris Boulevard and Cottonwood Avenue  
479-200-003, 479-200-033, 034, 037, 038
5. Project Sponsor's Name and Address: St Christopher Catholic Church  
The Roman Catholic Bishop of San Bernardino  
1201 East Highland Avenue  
San Bernardino, CA 92404
6. General Plan Designation: Residential 5/Office (R/O) and Residential 5 (R5)
7. Zoning: Office (O) and Residential 5 (R5)
8. Description of the Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary)

Tentative Parcel Map 36522 to merge six parcels into one 9.51 acre parcel for the existing and future church operations and a Master Site Plan to plan for future uses and incorporate all of the churches activities onto one site.

The Master Site Plan will be constructed in 5 phases with the additions of 8 buildings and the demolition of 6 existing throughout the phases. Within the phases, the project will modify the existing parking lot and driveways. Street improvements will be completed by Phase 2 which will include improvements along St. Christopher Lane, Cottonwood Avenue and Perris Boulevard. A bus bay will be added along Cottonwood Avenue.

9. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)

Properties to the north are zoned R5 and R10 with existing single family residence in the R5 area and an undeveloped R10 parcel. To the east is Zoned R5 with an existing business directly to the east which is a

legal non-conforming use. Properties to the south are RS10 with existing single family residences. To the west is existing single family zoned R5.

10. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement).  
None

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below( ■ ) would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist on the following pages.

	Aesthetics		Greenhouse Gas Emissions		Population/Housing
	Agricultural Resources		Hazards & Hazardous Materials		Public Services
	Air Quality		Hydrology/Water Quality		Recreation
	Biological Resources		Land Use/Planning		Transportation/Traffic
	Cultural Resources		Mineral Resources		Utilities/Service Systems
	Geology/Soils		Noise		Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	X
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a “potential significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name For

Attachment: Initial Study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Potentially Significant Unless Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analysis,” as described in (5) below, may be cross-referenced).
- 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:
  - (a) Earlier Analysis Used. Identify and state where they are available for review.
  - (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - (c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
- 9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
-----------------------------------	--------------------------------	--	------------------------------	-----------

<b>I. AESTHETICS.</b> Would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
The site is generally flat and is a developed site with a church sanctuary, parking and several accessory buildings including two single family residences. There will be no effect on a scenic vista.				
b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?				X
The site is a developed site with no scenic resources on the site. The original church building will be converted to offices in the future.				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X
The site is currently developed.				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	
A large portion of the proposed site is developed. All future buildings and parking areas will be required to be consistent with the City's Municipal Code requirements including the glare restrictions adjacent to residential. Light shields and Municipal Code requirements will mitigate the light and glare.				
<b>II. AGRICULTURE RESOURCES:</b> In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project?				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?				X
The project will not convert Prime Farmland as it is a developed site.				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
There is no existing surrounding agricultural use or sites established under a Williamson Act contract at this site. The site is a mostly developed site.				
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X
There is no immediate surrounding agricultural use.				
<b>III. AIR QUALITY:</b> Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?				X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.				X
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	
(a.through c.) The project is located within the jurisdiction of the South Coast Air Quality Management District. The project is consistent with the General Plan. The project would not obstruct implementation of the South Coast Air Quality Management Plan. The proposed project falls below the threshold of project size identified in the SCAQMD Air Quality Handbook. Threshold Levels for Land Uses. Most of the site is developed.				
d) Expose sensitive receptors to substantial pollutant concentrations?				X
The project will not result in substantial pollutant concentrations, and therefore will not expose people to these concentrations. The nearest sensitive receptors are adjacent existing single-family residences located to the north and south. During construction, the project must comply with Rule 403 of the South Coast Air Quality Management District (SCAQMD). Rule 403 includes numerous provisions and requirements regarding dust control during construction. SCAQMD enforces their rules pertaining to dust impacts.				
e) Create objectionable odors affecting a substantial number of people?				X
The proposed project would not create any source of objectionable odors affecting other people.				
<b>IV. BIOLOGICAL RESOURCES.</b> Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?				
There were no blue line streams or riparian vegetation noted on the site or any USGS Maps reviewed. The site was free from any standing water. The parcel is considered an infill development project, with development occurring on and surrounding the site. The 9.51 acres is mostly developed with multiple buildings including a church sanctuary, two houses and several buildings for church related services. A small portion of the site, 1.26 acres has no structures but has been used as overflow asphalt parking.				
b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Wildlife Service?				X
Based on the site visit, no major riparian habitat or other sensitive community was found on the site. The site was free from standing water or condensed riparian vegetation that could warrant a habitat area for sensitive or endangered species. It is not anticipated that the proposed parcel map would have a substantially adverse effect on existing land use conditions on the site.				
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
The project would not have a substantial adverse effect on federally protected wetlands. The site is mostly developed.				
d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
(d. and e.) The proposed project will not conflict with any General Plan or local policies pertaining to the protection of biological resources. The project site is an infill location well removed from hillsides and the San Jacinto Preserve areas that are the focus of local biological resources preservation programs. The project site is an infill location in an urban setting. The project is consistent with the goals and objectives of the General Plan and the Municipal Code related to the commercial land use designation.				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?				X
The proposed project will not conflict with the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP) pertaining to the protection of biological resources or any other known local, regional or state habitat conservation plans. If not previously paid on the undeveloped parcel, the SKR Habitat plan will require a fee of \$500.00 per acre to be paid by the developer to assist in setting aside established protection areas for said habitat. The project site is within the plan area for the Western Riverside Multiple Species Habitat conservation Plan (MSHCP). The project is outside the plan Criteria Area, does not support riparian resources and is not within the special survey areas designated under the plan for narrow endemic plants, small mammals or amphibians. The proposed project will not conflict with the Riverside County Multi-species plan that was recently adopted. If applicable, Multi-species mitigation fees in affect will be collected prior to building permit issuance and support existing MSHCP conservation and management programs.				
<b>V. CULTURAL RESOURCES.</b> Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resources pursuant to Section 15064.5?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
(a.through c.) Based on the review of the Cultural Resources Inventory for the City of Moreno Valley (October 1987), there are no known archaeological resources on the site nor is the site of historical resources. There are no known paleontological or unique geological features on the site.				
d) Disturb any human remains, including those interred outside of formal cemeteries?				X
There is no known location of archaeological resources or human remains on the site. The standard condition of approval of any future development proposed for the site would be the requirement of work on the project to be terminated in the event that human remains are found on the site.				
<b>VI. GEOLOGY AND SOILS.</b> Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
The site is not within an Alquist-Priolo zone or other designated vault hazard zone.				
(ii) Strong seismic ground shaking?			X	
The nearest fault system is the San Jacinto fault system, which lies over 3 miles east of the site. The San Andreas fault is more than 25 miles from the site. The active Sierra Madre and San Gabriel fault zones lie roughly 35 and 40 miles respectively to the northwest of the site. The active Elsinore and Newport-Inglewood fault zones lie approximately 20 and 45 miles respectively to the southwest of the site. This faulting is not considered a significant constraint to development on the site with use of development codes.				
(iii) Seismic-related ground failure, including liquefaction?				X
It is anticipated that there will be a low chance of significant impact from surface fault rupture, seismic ground shaking or ground failure.				
(iv) Landslides?				X
Since the site is generally flat, there is no potential hazard related to landslides.				
(b) Result in substantial soil erosion or the loss of topsoil?			X	
In the construction phase of development, exposed soils on the project site may be prone to erosion as a result of exposure to both wind and rain. Established regulatory programs of the South Coast Air Quality Management District (SCAQMD) and the California Regional Water Quality Control Board require implementation of known best management practices during construction. This issue will be addressed as part of standard construction of any proposed project, with such measures as watering to reduce dust and sandbagging, if required, during rainy periods. The Stormwater Pollution Prevention Plan required for compliance with RWQCB regulations details the applicable measure, the location of the application, and the responsibility for monitoring and maintenance of control plans are implemented during construction and that erosion impact during project construction are less than significant. Once completed, the buildings, paving, landscaping and any water quality basins that will occupy the site will establish a condition presenting negligible potential for soil erosion.				
(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
(c.through d.) According to the information developed as part of the City's General Plan, the project site is not known to be exposed to any unstable geologic or soil conditions. Standard building code requirements establish standards for investigation of potentially stability hazards and engineering design to address any identified stability issues. Established City procedures for plan check, permit issuance, and building inspection ensure incorporation of engineering recommendations in project design.				
(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
The proposed project will be served by the regional sewer system serviced by Eastern Municipal Water District.				
<b>VII. GREENHOUSE GAS EMISSIONS.</b> Would this project?				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
The project is not expected to change existing traffic and therefore greenhouse gas emissions are not expected to change. In future construction, greenhouse gas will result primarily from fuel used in construction equipment which is expected to be below the South Coast Air Quality Management District thresholds.				
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	
The proposed project would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases. The City does not currently have an adopted plan.				
<b>VIII. HAZARDS AND HAZARDOUS MATERIALS.</b> Would the project?				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?				X
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous				X



Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
materials into the environment?				
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
(a.through c.) The proposed project will not involve the routine transport, use or disposal of hazardous materials. The proposed project will not create a significant hazard to the public or the environment through the routine transport, or use or disposal of hazardous materials. Since the project will not involve the routine transport, use or disposal of hazardous material, there will not be the potential for significant hazard to the public or environment.				
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				X
The site is not located on a list of hazardous material sites compiled pursuant to Government Code Section 65962.54.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
The site is not within an airport land use plan.				
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
There are no private airstrips within the City of Moreno Valley.				
g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X
(g and h) The proposed project would not have any direct effect on an adopted emergency response plan, or emergency evacuation plan. The City has an adopted Hazardous Waste Management Plan (January 1991) as part of its General Plan, which addresses emergency response pertaining to hazardous materials. The City's emergency plans are also consistent with the General Plan. Since the proposed project is consistent with the General Plan, the proposed project would not be in conflict in any way with the emergency response or emergency evacuation plans.				
<b>IX. HYDROLOGY AND WATER QUALITY.</b> Would the project:				
a) Violate any water quality standards or waste discharge requirements?				X
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
(a and b) The project will have a negligible effect on groundwater supply. The future projects will create more impervious surfaces through the construction of hardscape, and structures.				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				X
The project will not substantially alter the existing drainage pattern of the site or area, in a manner, which would result in substantial erosion or siltation on or off-site. The project will be required to meet Best Management Practices and participate in water quality practices as required for development. The project design includes a water quality basin and a Preliminary Water Quality Management Plan has been approved. A final Water Quality Management Plan will be required prior to the issuance of a grading permit.				
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner which would result in flooding on- or off site?				X
The project will not substantially alter the existing drainage pattern of the site or area in a manner, which would result in substantial erosion or siltation on or off-site. The site is outside the 500-year flood plain.				
e) Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				X

<b>Issues and Supporting Information</b>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Otherwise substantially degrade water quality?				
(e. through f.) The proposed project is consistent with the General Plan. The proposal would be consistent with planned stormwater drainage systems and will not exceed the capacity of existing or planned stormwater drainage systems or provide additional sources of polluted runoff or otherwise substantially degrade water quality.				
g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
The proposed project is not within the 100-year flood plain. The Federal Emergency Management (FEMA) maps indicate that the site is in flood zone X which is defined as outside the 500-year flood plan. The project site is Office and Residential 5 and will not be developed with housing.				
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				
(h. through i.) The proposed project is not within the 100-year flood plain. The Federal Emergency Management (FEMA) maps indicate that the site is in flood zone X which is defined as outside the 500-year flood plan. The proposed tentative tract map is an in-fill project which will not expose people or structures to a significant risk of loss or injury or death involving flooding, including flooding as a result of failure of a levee, or dam project.				
j) Inundation by seiche, tsunami, or mudflow?				X
The site is not identified in the General Plan as a location subject to seiche, or mudflow.				
<b>X. LAND USE AND PLANNING.</b> Would the project:				
a) Physically divide an established community?				
The project will not divide an established community. The proposed project will combine five parcels into one 9.5 acre parcel with a Master Plot Plan for the existing and future church site.				
b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
The project lies immediately adjacent to Perris Boulevard and Cottonwood Avenue with a mixture of retail and residential uses in the general vicinity. The project is consistent with the City's General Plan and the Office and Residential 5 zone. The project will not cause conflict with an applicable land use or policy. Church facilities are an allowed use with a Conditional Use Permit within a Residential Zone.				
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
The project is not within a reserve area established under the Stephen's Kangaroo Rat Habitat conservation Plan (SKR HCP) and will not conflict with the SKR Habitat Plan.				
The project site is outside the plan MSHCP Criteria Area, does not support riparian resources and is not within the special survey areas designated under the plan for narrow endemic plants, small mammals or amphibians. The project is in conformance with provisions for the Burrowing Owl.				
<b>XI. MINERAL RESOURCES.</b> Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
There are no known mineral resources on the site.				
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
There are no known mineral resources on the site. There are no locally important mineral resource recovery sites in proximity to the site.				
<b>XII. NOISE.</b> Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				X
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?				X

Attachment: Initial Study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
(a.through c.) The proposed project will not directly result in any noise impacts. With the development of the vacant areas and redesign of the site, the potential exists for an increase in noise levels: however, there will be no substantial permanent increase in ambient noise levels with the proposed project. The potential would exist for both short and long-term impacts on ambient noise levels in the project vicinity. Based on performance standards within the Municipal Code, the use will not exceed a 55 DBA level.				
d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
During future construction, there will be limited noise from construction equipment. The City has standard conditions of approval regarding the public nuisance aspect of the construction activities. The construction operations including building related activities and deliveries shall be restricted to Monday through Friday from 6:00am to 8:00P, excluding holidays, and from 7:00AM to 8:00PM on weekends and holidays. As a result, no significant impacts would occur.				
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
The project is not located within an airport land use plan. The project is not within the 65 CNEL of March Air Reserve Base.				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
There are no private airstrips in Moreno Valley.				
<b>XIII. POPULATION AND HOUSING.</b> Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
The proposed project would not induce substantial population growth.				
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
The project will not displace any existing housing.				
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
The project will not displace any people.				
<b>XIV. PUBLIC SERVICES.</b> Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?				X
b) Police protection?				X
c) Schools?				X
d) Parks?				X
e) Other public facilities?				
(a.through e.) There will not be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project.				
<b>XV. RECREATION.</b>				
a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
The project would not have a direct effect on neighborhood or regional parks. The project will be required to pay Development Impact Fees.				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X
The project would not be required to construct or expand recreational facilities.				
<b>XVI. TRANSPORTATION/TRAFFIC.</b> Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of			X	

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?				
The proposed project is consistent with existing General Plan and zoning. The increase in traffic if any will be consistent with the capacity of the street system per the Traffic Study from Federhart & Associates dated October 25, 2012. Street improvements will be completed with Phase 1 and Phase 2 which includes improvements to St. Christopher Lane, Cottonwood Avenue and Perris Boulevard as conditioned. Phase 2 will include a raised median along Perris Boulevard from Saint Christopher Lane to Cottonwood Avenue to improve safety at this intersection (St. Christopher/Perris) and a bus bay on the south side of Cottonwood Avenue just east of the intersection.				
The site includes the demolition of 6 existing buildings and the addition of 8 buildings throughout the five phases. Additional parking will be provided as required per City standards.				
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	
The proposed project is consistent with the General Plan. The project will not exceed a level of service established by an adopted regional congestion management plan.				
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that result in substantial safety risks?				X
The proposed project would ultimately develop approximately 9.5 acres to include both existing and new structures. The project site is not located in, around or under any airport or airport fly-zone. Therefore, no impacts would result in air traffic patterns.				
d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?				X
As designed, the project will not result in hazards. The project is not adjacent to any potential incompatible uses.				
e) Result in inadequate emergency access?				
The project as designed is consistent with City standards. The site will be readily accessible for emergency access.				
f) Conflict with adopted policies or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X
The project will not conflict with any adopted policies or programs. The site will provide pedestrian access from the public sidewalk and will be required to install a bus bay on Cottonwood Avenue in Phase 2 when the multi-purpose building is constructed in the northwest corner of the site.				
<b>XVII. UTILITIES AND SERVICE SYSTEMS.</b> Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
(a. through e.) The proposed project is consistent with the General Plan, and therefore will not exceed wastewater requirements of the Regional Water Quality Control Board. Since the project is consistent with the General Plan, the project would not require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, or require or result in the construction of new storm water drainage facilities, or expansion of existing facilities.				
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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The needs of the project for solid waste capacity would be negligible. The proposed project is expected to result in the use of utilities similar to the commercial uses in the vicinity. The project will be served by a landfill in the Badlands with sufficient permitted capacity to accommodate the project's solid waste disposal needs per the City's EIR completed for the General Plan update.

g) Comply with federal, state, and local statues and regulations related to solid waste?				X
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The City is complying with State and Federal regulation regarding solid waste. All future projects will comply with current policies regarding solid waste.

**XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.**

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	
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The project would not significantly degrade the quality of the environment or reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. There are no historic structures on the site and there will be no impact to historic resources. The analysis in the Initial Study demonstrates that project and cumulative impacts would be less than significant and would not result in substantial adverse health effects on human beings.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
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The project will not create any impacts that when viewed in connection with existing land uses, other recently approved projects, and existing land use designations, would be considered cumulatively considerable. It is not expected that the proposed project would result in incremental effects. The analysis in the Initial Study demonstrates that the proposed project's cumulative impacts would be less than significant

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	
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The proposed project is consistent with the General Plan and zoning for the site. The project will not cause substantial adverse effects on human beings, either directly or indirectly.

# P12-051jd

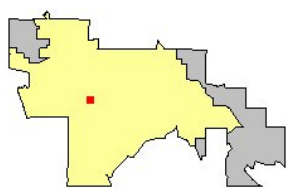
PA13-0002

### Legend

-  Selected Features
-  Highways
-  Parcels
-  Roads
-  Waterbodies
- City Boundaries**
-  Calimesa
-  Moreno Valley
-  Perris
-  Riverside

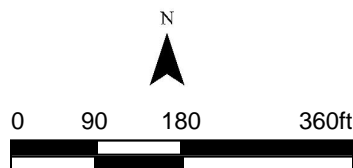


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City of Moreno Valley  
 14177 Frederick St  
 Moreno Valley, CA 92553

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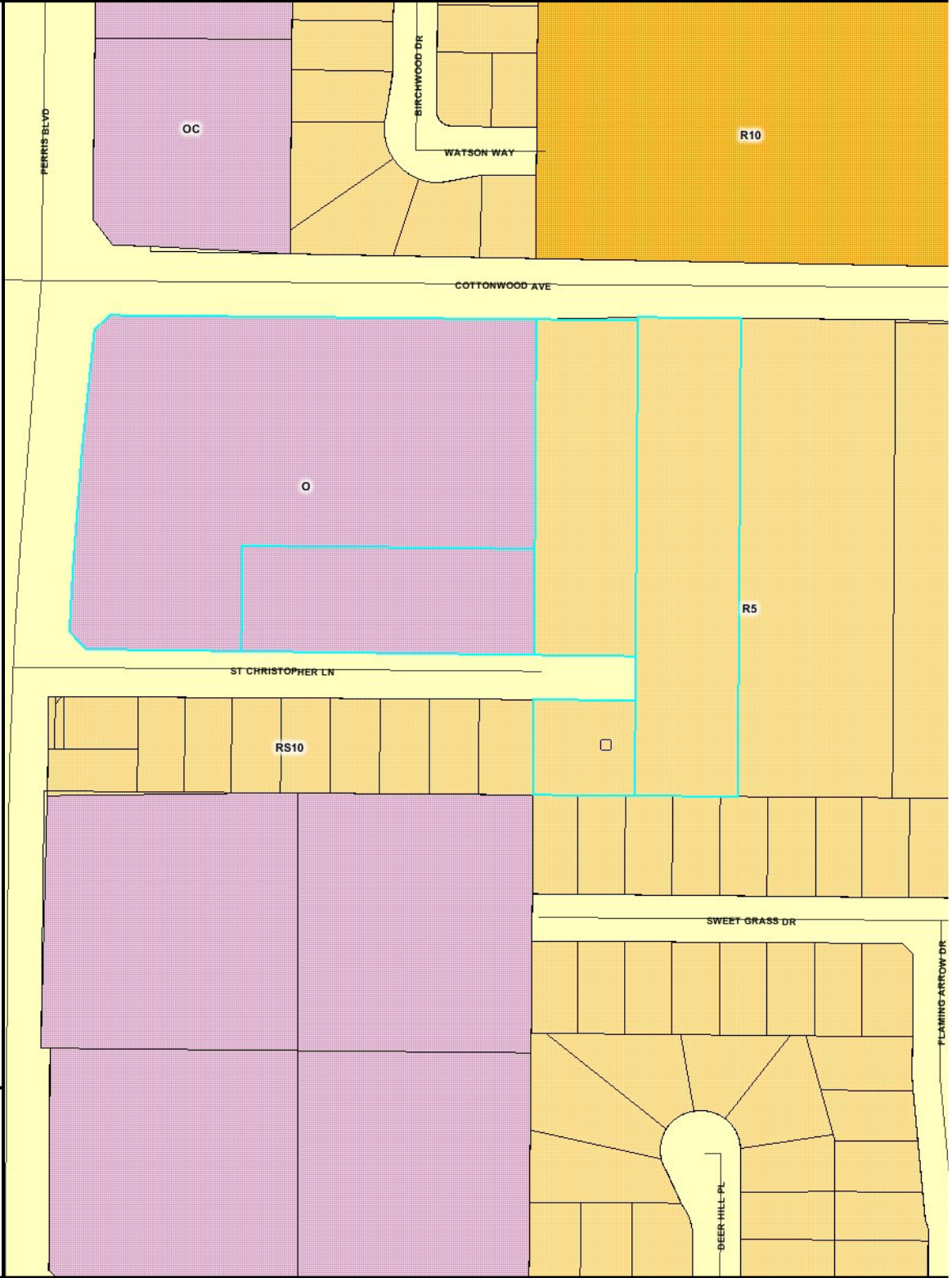


# P12-051jd

PA13-0002

## Legend

-  Selected Features
-  Highways
-  Parcels
-  Roads
- Zoning**
-  Commercial
-  Industrial/Business Park
-  Large Lot Residential
-  Multi-family
-  Office
-  Open Space/Park
-  Planned Development
-  Public Facilities
-  Residential 2 Dwellings/Acre
-  Residential Agriculture 2 Dwellings/Acre
-  Suburban Residential
- Waterbodies**
- City Boundaries**
-  Calimesa
-  Moreno Valley
-  Perris
-  Riverside

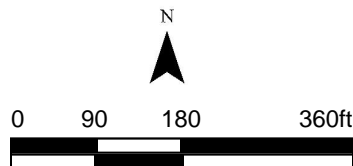


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City of Moreno Valley  
 14177 Frederick St  
 Moreno Valley, CA 92553

*DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.*



Printed: 5/2/2012 4:44:09 PM



**Julia Descoteaux**

---

**From:** Roy Bleckert  
**Sent:** Monday, November 02, 2015 5:22 PM  
**To:** Richard Sandzimier  
**Cc:** Julia Descoteaux  
**Subject:** St Christopher Mediation & Council Appeal

Hi Rick

Per our phone conversation the St. Christopher officials our now amicable to agreeing with a non binding mediation that was proposed by the City resolve possibly the issues of the appeal of the project & I was willing to explore when it was proposed by the City

As soon as my schedule would permit a mediation hearing would be next week sometime @ the earliest

It light of these new developments, whether the mediation hearing is held or not , I would not have time to properly prepare a case for appeal on Nov. 10 2015 , @ this time the soonest I could be properly prepared for a appeal hearing if needed, would be possibly Dec. 1 2015 or later

Please keep me informed on the latest development pertaining to this matter

Roy Bleckert



Julia Descoteaux

---

**From:** Richard Sandzimier  
**Sent:** Tuesday, November 03, 2015 3:44 PM  
**To:** Julia Descoteaux  
**Subject:** FW: Hearing

Here you go

**Richard Sandzimier**  
**Planning Official**  
**Community Development**  
**City of Moreno Valley**

p: 951 413.3214 | e: [richardsa@moval.org](mailto:richardsa@moval.org) w: [www.moval.org](http://www.moval.org)

14177 Frederick St., Moreno Valley, CA 92553

---

**From:** David Meier x305  
**Sent:** Monday, November 02, 2015 6:52 PM  
**To:** Richard Sandzimier  
**Subject:** Hearing

Hi Richard,  
St. Christopher's is OK with moving the ouncil hearing to nov. 24th or Dec. 8th.  
Thnak you,  
David



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Ahmad R. Ansari, P.E., Public Works Director/City Engineer

**AGENDA DATE:** November 10, 2015

**TITLE:** PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDINGS

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Conduct the Public Hearing and accept public testimony regarding the mail ballot proceedings for 1) Villa Camille, LP (PA14-0042 - 112-Unit Apartment Complex - southeast corner of Eucalyptus Ave. and Edgemont St.), 2) Les Schwab Tires (PA14-0061 - east side of Perris Blvd., north of Fir Ave.), 3) Exclusive Towing (PA11-0043 - north side of San Michele Rd., west of Perris Blvd.), 4) FR Cal Moreno Valley (P14-084 - Nandina Building A - southeast of Heacock St. and San Michele Rd.), and 5) Tentative Tract 31592 (P13-078 - east of Perris Blvd., north of Manzanita Ave.) for approval of the applicable National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate to be applied to the property tax bill.
2. Direct the City Clerk to count the returned NPDES ballots.
3. Verify and accept the results of the mail ballot proceedings as maintained by the City Clerk on the Official Tally Sheet.
4. Receive and file the Official Tally Sheet with the City Clerk's office.
5. If approved, authorize and impose the applicable NPDES maximum regulatory rate to the Assessor's Parcel Numbers mentioned in this report.

### **SUMMARY**

The action before the City Council is to conduct a Public Hearing for the National Pollutant Discharge Elimination System (NPDES) property owner mail ballot proceedings. Conducting the Public Hearing during a regularly scheduled meeting satisfies Proposition 218 mandates. These proceedings were requested by the individual property owners/developers to satisfy their conditions of approval to provide a funding source for the NPDES Program. The process to accept 8 parcels into the City's NPDES program affects 5 property owners, not the general citizens or taxpayers of the City.

The City requires new developments to mitigate the cost of certain impacts that are created by the proposed development, such as the cost of complying with the Federal NPDES requirements. The City offers the NPDES Fee Program as a financing mechanism to assist new developments in satisfying the requirement. After the property owner elects to participate in the program and approves the NPDES rate through an official property owner mail ballot proceeding, the City can levy the NPDES rate on the property tax bill of the authorized parcel. Attachment 6 outlines the steps to participate in the City's NPDES Fee Program.

The revenue generated by the NPDES Program provides a funding source for pollution control of storm water runoff into municipally owned drainage facilities, lessening the financial impact of compliance with the federal requirements on the general taxpayer in Moreno Valley.

Property owners of five development projects have elected to provide the ongoing funding source for the NPDES program by participating in a mail ballot proceeding. The five projects are: 1) Villa Camille, LP (PA14-0042 - 112-Unit Apartment Complex - southeast corner of Eucalyptus Ave. and Edgemont St.), 2) Les Schwab Tires (PA14-0061 - east side of Perris Blvd., north of Fir Ave.), 3) Exclusive Towing (PA11-0043 - north side of San Michele Rd., west of Perris Blvd.), 4) FR Cal Moreno Valley (P14-084 - Nandina Building A - southeast of Heacock St. and San Michele Rd.), and 5) Tentative Tract 31592 (P13-078 - east of Perris Blvd., north of Manzanita Ave.) ("Property Owners").

## **DISCUSSION**

New development projects are subject to the current NPDES Permit requirements for storm water management as mandated by the 1972 Federal Clean Water Act (the "Act"). Public agencies are required to obtain NPDES Permits to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. To comply with the Act and account for the increase in compliance activities related to new development, the Land Development Division (Public Works Department) requires new development projects to provide an ongoing funding source for the NPDES program. The additional funding lessens the impact to the General Fund to ensure compliance with the federal requirements. The City Council adopted a NPDES residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

With revenue received from the NPDES commercial/industrial regulatory rate, the City annually inspects site design, source and treatment control Best Management Practices, monitors maintenance records for those on-site facilities that require periodic monitoring, and performs annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. The City monitors residential developments by providing the necessary services for the continuous operation, enhancement, and maintenance of the storm water discharge system, and performs inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements with revenue received from the NPDES residential rate.

As a condition of development, the Property Owners are required to provide an ongoing funding source to support the NPDES program. Detailed parcel information for the parcels subject to the conditions of approval is shown in the table below.

<b>Property Owner/Project</b>	<b>Assessor's Parcel Numbers</b>	<b>Location</b>	<b>FY 2015/16 NPDES Maximum Rates</b>
Villa Camille, LP 112-unit apt complex PA14-0042	263-120-020 263-120-025	Southeast corner of Edgemont St. and Eucalyptus Ave	\$227.66/parcel commercial/industrial rate
SFP-E LLC Les Schwab Tires PA14-0061	479-040-006	East side of Perris Blvd., North of Fir Ave.	\$227.66/parcel commercial/industrial rate
Exclusive Towing PA11-0043	316-190-018	North side of San Michele Rd., West of Perris Blvd.	\$227.66/parcel commercial/industrial rate
FRCal Moreno Valley Nandina Bldg. P14-084	316-180-014	Southeast corner of Heacock St. and San Michele Rd.	\$227.66/parcel commercial/industrial rate
CV Communities Tentative Tract 31592 P13-078	474-490-024, 474-490-025, and 474-040-032	East of Perris Blvd., North of Manzanita Ave.	\$302.32/parcel residential rate

The Property Owners have two options to satisfy their conditions of approval: 1) approve the NPDES rate to be collected on the annual Riverside County property tax bill or 2) fund an endowment that will be used to satisfy the parcel's annual requirement. The Property Owners have elected to satisfy their conditions of approval by authorizing the annual NPDES rate to be levied on the Riverside County property tax bill. Before the NPDES rate can be levied on the property tax bill, the Property Owners must approve the rate through an official property owner mail ballot proceeding.

A property owner mail ballot proceeding is a legally required process to approve new charges or an increase to existing charges on the property tax bills. A notice explaining the purpose of the proposed charge and how the charge will be determined annually was mailed to the Property Owners along with a ballot for casting their vote (Attachments 1-5). Property Owners must be provided 45 days to review the notice and have an opportunity to address the City Council. Property Owners will have an opportunity to address the City Council during tonight's Public Hearing. The Property Owner's ballots are due to the City Clerk prior to the close of the Public Hearing.

Returned ballots can be counted and the results of the mail ballot proceedings announced after the close of the Public Hearing.

Approval of the NPDES rate and authorization for the City to annually levy the NPDES regulatory rates on the Riverside County property tax bills will satisfy the project's condition of approval to provide a funding source for the NPDES program. In the event a Property Owner does not approve the NPDES rate or does not return its ballot, this condition of approval will remain unsatisfied for the project and may cause a delay in the development.

## **ALTERNATIVES**

1. **Conduct the Public Hearing**, tabulate the returned ballots, verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet, receive and file the Official Tally Sheet with the City Clerk's office. If approved, authorize and impose the applicable NPDES maximum regulatory rates on the annual property tax bills for the projects discussed within this report and included on the ballots. *This alternative satisfies the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218 for the projects being balloted.*
2. **Open the Public Hearing and continue** it to a future regular City Council meeting. *This alternative satisfies the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218. This alternative will not incur any additional costs for re-noticing but may delay the release of a final certificate of occupancy for the projects being balloted.*
3. **Do not conduct the Public Hearing.** *This alternative prohibits the Property Owners from using this proceeding to satisfy their condition of approval and may delay the release of a final certificate of occupancy for their projects. This alternative is contrary to state statutes and requires the noticing period for the mail ballot proceedings to start over and will cause additional costs to be incurred for re-noticing.*
4. **Do not conduct the Public Hearing at this time but reschedule it** to a date certain during a regular City Council meeting. *This alternative would require the 45-day noticing period to start over and will cause additional costs to be incurred for re-noticing. Rescheduling the public hearing may also delay the release of a final certificate of occupancy for the projects being balloted.*

## **FISCAL IMPACT**

The annual NPDES maximum regulatory rate for commercial/industrial properties for fiscal year ("FY") 2015/16 is \$227.66 per parcel, and any division thereof. The annual NPDES maximum regulatory rate for residential properties for FY 2015/16 is \$302.32 per parcel, and any division thereof. The NPDES maximum regulatory rates for FY 2016/17 and each subsequent FY are subject to an annual inflationary adjustment, provided the City Council approves such increase each year. The annual increases

cannot exceed the annual inflationary adjustment without approval of the Property Owners subject to the charge.

The NPDES rates collected from the property owners offset the current NPDES Permit expenses and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Revenue received from the NPDES rates is restricted for use only within the Storm Water Management program. The NPDES rates are only applied to the property tax bills of those parcels where the property owner previously approved the rate to be applied to the property tax bill.

### **NOTIFICATION**

The Property Owners were provided the required 45-day noticing period to review the ballot documents. The documents included a notice to the property owner, map of the project area, NPDES ballot, applicable NPDES rate schedule, instructions for marking and returning the ballot, and a postage paid return envelope addressed to the City Clerk (Attachments 1-5).

Newspaper advertising for the November 10, 2015 Public Hearing was published in The Press-Enterprise on October 22, 2015 and again on October 29, 2015.

### **PREPARATION OF STAFF REPORT**

Prepared by:  
Jennifer Terry,  
Senior Management Analyst

Department Head Approval:  
Ahmad Ansari, P.E.,  
Public Works Director/City Engineer

Concurred by:  
Candace E. Cassel,  
Special Districts Division Manager

Concurred by:  
Henry Ngo,  
Interim Engineering Manager/Land Development  
Division Manager

### **CITY COUNCIL GOALS**

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

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

### **ATTACHMENTS**

1. Villa Camille LP Ballot Docs Revised
2. Les Schwab Tires Ballot Docs Revised
3. Exclusive Towing Ballot Docs Revised
4. FR Cal Moreno Valley Ballot Docs Revised

- 5. Tentative Tract 31592 Ballot Docs Revised
- 6. Flowchart

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/04/15 12:53 PM
City Manager Approval	<u>✓ Approved</u>	11/04/15 1:59 PM

TEL: 951.413.3480  
FAX: 951.413.3498  
WWW.MORENO-VALLEY.CA.US



14325 FREDERICK STREET, SUITE 9  
P. O. BOX 880  
MORENO VALLEY, CA 92552-08

E.2.a

Villa Camille LP  
c/o Latco Enterprises  
Attn: Robert Lattanzio  
940 Calle Negocio, Suite 200  
San Clemente, CA 92673

September 24, 2015

Subject: Date Change to November 10, 2015 for the National Pollutant Discharge Elimination System Public Hearing

Dear Mr. Lattanzio:

This letter is to inform you that the date for the National Pollutant Discharge Elimination System (NPDES) Public Hearing has been rescheduled. The new date of the Public Hearing is being scheduled for Tuesday, November 10, 2015 at 6:00 p.m., or as soon thereafter as the matter is called. Attached are updated documents, including a new ballot for casting your vote. Please note the enclosed ballot will supersede your previous ballot; if your previously ballot was returned it will be discarded.

Please ensure that your new ballot is marked, signed, and returned to the City Clerk's office before the November 10, 2015 Public Hearing in order for your ballot to be included in the official count. Approving the NPDES rate to be applied on your property tax bill will fulfill the Land Development Division's Condition of Approval LD31 (to provide an ongoing funding source for the NPDES program).

If you have any questions about the mail ballot proceeding process, please contact Jennifer Terry, Senior Management Analyst, with the City's Special Districts Division at 951.413.3505 or via email at [JenniferT@moval.org](mailto:JenniferT@moval.org) during the City's business hours, which are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

Sincerely,

Ahmad Ansari  
Public Works Director/City Engineer

Jennifer Terry  
Senior Management Analyst

Enclosures:



TEL: 951.413.3480  
 FAX: 951.413.3498  
 WWW.MOVAL.ORG



14331 FREDERICK STREET, SUITE 2  
 P. O. BOX 88005  
 MORENO VALLEY, CA 92552-0805

Villa Camille LP  
 c/o Latco Enterprises  
 940 Calle Negocio, Suite 200  
 San Clemente, CA 92673

September 24, 2015

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APNs 263-120-020 and 263-120-025**

\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\*

**Introduction**

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor’s Parcel Numbers (APNs) 263-120-020 and 263-120-025 the opportunity to express support for or opposition to the approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and services. Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill Condition of Approval LD31 from the Land Development Division to provide a funding source for the NPDES program.

**Background**

The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. The City provides the services necessary to meet mandates of the Federal Clean Water Act related to the NPDES permit. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those facilities that require periodic maintenance, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

**Services Provided**

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those facilities that require periodic maintenance, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

### **How is the Amount of the Charge Determined?**

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

### **Proposed Charge**

For FY 2015/16, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$227.66 per parcel. The total amount of the NPDES rates levied for FY 2015/16 for the program as a whole was \$446,716.88.

### **Annual Adjustment**

Beginning in FY 2016/17, the NPDES Maximum Commercial/Industrial Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

### **Duration of the Charge**

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APNs 263-120-020 and 263-120-025 (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

### **Public Hearing**

To provide information concerning this mail ballot proceeding the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

#### **Public Hearing**

Tuesday, November 10, 2015  
6:00 P.M.

(Or As Soon Thereafter As The  
Matter May Be Called)

Tabulation of returned ballots will commence after the close of the public testimony portion of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the City's Policy For Conducting Mail Ballot Proceedings Policy #1.12.

### **Effect if the Charge is Approved**

Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate will be confirmed if the ballot is marked in favor of the NPDES rate. Approving the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill the Land Development Division's Condition of Approval LD31 (to provide an ongoing funding source for the NPDES program).

### **Effect if the Charge is Not Approved**

Not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to meet federally mandated NPDES Permit requirements will not satisfy the Land Development Division's

Condition of Approval LD31. If the returned ballot is marked “No”, the NPDES rate will not be levied on the property tax bill.

**Effect if the Ballot is Deemed Invalid or Incomplete**

Not marking the corresponding box on the ballot next to the APNs (in support of or opposition to the proposed program and annual rate) and/or not signing the ballot will result in an invalid ballot. In order to satisfy the Land Development Division’s Condition of Approval LD31 by placement of the charge on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

**For More Information**

If you have any questions about the mail ballot proceeding process, please contact Jennifer Terry, Senior Management Analyst, with the City’s Special Districts Division at 951.413.3505 or via email at [JenniferT@moval.org](mailto:JenniferT@moval.org) during the City’s business hours.

Questions regarding the NPDES program, the annual rate, or the Land Development Division’s Condition of Approval LD31 should be directed to the Land Development Division at 951.413.3120 or via email at [landdevelopment@moval.org](mailto:landdevelopment@moval.org) during the City’s business hours.

The City’s business hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

**Completing Your Ballot**

Please follow the instructions below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk’s office.







1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box next to the APNs.** Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk’s office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **Tuesday, November 10, 2015**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

**Ballot Marks**

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;

-  An X mark substantially inside a box;
-  A dot or oval mark substantially inside a box;
-  A completely shaded or filled mark substantially inside a box;
-  A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
-  A circle around the box and/or associated clause; or
-  A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

**Ballot Mark Revisions (Changes):** An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

**COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE**  
 Adopted by the City Council on January 10, 2006


LEVEL 1			LEVEL II		
<b>NPDES Administration</b>			<b>Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance</b>		
<i>(Not covered by CSA 152)</i>					
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.  Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
<b>PARCEL RATE</b>	<b>Per Month</b>	<b>Per Year</b>	<b>PARCEL RATE</b>	<b>Per Month</b>	<b>Per Year</b>
	\$3.32	\$39.81		\$15.65	\$187.85


**Inflation Factor Adjustments**

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
- FY 2010/2011 - no change = (\$35.00 & \$170.00)
- FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)
- FY 2012/2013 - 2.7% = (\$37.00 & \$181.00)
- FY 2013/2014 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar
- FY 2014/2015 - 1.14% = (\$39.52 & \$186.49) Pursuant to City Council approval on June 10, 2014.
- FY 2015/2016 - 0.73% = (\$39.81 & \$187.85)


# Villa Camille LP PA14-0042 - 112 Unit Apartment Complex

## APN

 263120020

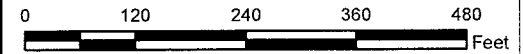
 263120025

 Roads

 Parcels

 City Boundary

Map reflects all changes indicated  
on Riverside County Assessor Maps  
as of June 24, 2015.



G:\AVP\SDA\PA14-0042.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold.



**MORENO VALLEY**  
WHERE DREAMS SOAR



**OFFICIAL MAIL BALLOT for  
Assessor's Parcel Numbers (APNs) 263-120-020 and 263-120-025**

**National Pollutant Discharge Elimination System (NPDES)  
Maximum Commercial/Industrial Regulatory Rate**

**YES\*** — as property owner of APNs 263-120-020 and 263-120-025, **I approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. For fiscal year (FY) 2015/16, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$227.66 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2016/17, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those facilities that require periodic maintenance, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

**NO\*\*** — as property owner of APNs 263-120-020 and 263-120-025, **I do not approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. I understand that not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to fund federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate will not be levied on the annual Riverside County property tax bill.

Assessor's Parcel Number	YES	NO	Fiscal Year 2015/16 NPDES Maximum Commercial/Industrial Regulatory Rate
263-120-020 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$227.66
263-120-025 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$227.66

**This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing to be held on November 10, 2015, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.**

\_\_\_\_\_  
PROPERTY OWNER SIGNATURE

\_\_\_\_\_  
DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope prior to the close of the public testimony portion of the November 10, 2015 Public Hearing.

Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.

TEL: 951.413.3480  
FAX: 951.413.3498  
WWW.MORENO-VALLEY.CA.US



14325 FREDERICK STREET, SUITE 9  
P. O. BOX 880  
MORENO VALLEY, CA 92552-08

E.2.b

Attachment: Les Schwab Tires Ballot Docs Revised (1562 : PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION

SFP-E, LLC  
c/o Lampert Group, LLC  
645 W 9th St. #110-201  
Los Angeles, CA 90015

September 24, 2015

Subject: Date Change to November 10, 2015 for the National Pollutant Discharge Elimination System Public Hearing

Dear Ms. Grigoryan:

This letter is to inform you that the date for the National Pollutant Discharge Elimination System (NPDES) Public Hearing has been rescheduled. The new date of the Public Hearing is being scheduled for Tuesday, November 10, 2015 at 6:00 p.m., or as soon thereafter as the matter is called. Attached are updated documents, including a new ballot for casting your vote. Please note the enclosed ballot will supersede your previous ballot; if your previously ballot was returned it will be discarded.

Please ensure that your new ballot is marked, signed, and returned to the City Clerk's office before the November 10, 2015 Public Hearing in order for your ballot to be included in the official count. Approving the NPDES rate to be applied on your property tax bill will fulfill the Land Development Division's Condition of Approval LD36 (to provide an ongoing funding source for the NPDES program).

If you have any questions about the mail ballot proceeding process, please contact Jennifer Terry, Senior Management Analyst, with the City's Special Districts Division at 951.413.3505 or via email at [JenniferT@moval.org](mailto:JenniferT@moval.org) during the City's business hours, which are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

Sincerely,

Ahmad Ansari  
Public Works Director/City Engineer

Jennifer Terry  
Senior Management Analyst

Enclosures:



TEL: 951.413.3480  
 FAX: 951.413.3498  
 WWW.MOVAL.ORG



14331 FREDERICK STREET, SUITE 2  
 P. O. BOX 88005  
 MORENO VALLEY, CA 92552-0805

SFP-E, LLC  
 c/o Lampert Group, LLC  
 645 W 9th St. #110-201  
 Los Angeles, CA 90015

September 24, 2015

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APN 479-040-006**

**\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\***

**Introduction**

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor’s Parcel Number (APN) 479-040-006 the opportunity to express support for or opposition to the approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and services. Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill Condition of Approval LD36 from the Land Development Division to provide a funding source for the NPDES program.

**Background**

The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. The City provides the services necessary to meet mandates of the Federal Clean Water Act related to the NPDES permit. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those facilities that require periodic maintenance, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

**Services Provided**

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those facilities that require periodic maintenance, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

### How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

### Proposed Charge

For FY 2015/16, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$227.66 per parcel. The total amount of the NPDES rates levied for FY 2015/16 for the program as a whole was \$446,716.88.

### Annual Adjustment

Beginning in FY 2016/17, the NPDES Maximum Commercial/Industrial Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

### Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 479-040-006 (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

### Public Hearing

To provide information concerning this mail ballot proceeding the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

**Public Hearing**

Tuesday, November 10, 2015  
6:00 P.M.

(Or As Soon Thereafter As The  
Matter May Be Called)

Tabulation of returned ballots will commence after the close of the public testimony portion of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the City's Policy For Conducting Mail Ballot Proceedings Policy #1.12.

### Effect if the Charge is Approved

Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate will be confirmed if the ballot is marked in favor of the NPDES rate. Approving the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill the Land Development Division's Condition of Approval LD36 (to provide an ongoing funding source for the NPDES program).

### Effect if the Charge is Not Approved

Not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to meet federally mandated NPDES Permit requirements will not satisfy the Land Development Division's

Condition of Approval LD36. If the returned ballot is marked “No”, the NPDES rate will not be levied on the property tax bill.

**Effect if the Ballot is Deemed Invalid or Incomplete**

Not marking the corresponding box on the ballot next to the APN (in support of or opposition to the proposed program and annual rate) and/or not signing the ballot will result in an invalid ballot. In order to satisfy the Land Development Division’s Condition of Approval LD36 by placement of the charge on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

**For More Information**

If you have any questions about the mail ballot proceeding process, please contact Jennifer Terry, Senior Management Analyst, with the City’s Special Districts Division at 951.413.3505 or via email at [JenniferT@moval.org](mailto:JenniferT@moval.org) during the City’s business hours.

Questions regarding the NPDES program, the annual rate, or the Land Development Division’s Condition of Approval LD36 should be directed to the Land Development Division at 951.413.3120 or via email at [landdevelopment@moval.org](mailto:landdevelopment@moval.org) during the City’s business hours.

The City’s business hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

**Completing Your Ballot**

Please follow the instructions below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk’s office.







1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box next to the APN.** Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk’s office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **Tuesday, November 10, 2015**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

**Ballot Marks**

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;

-  An X mark substantially inside a box;
-  A dot or oval mark substantially inside a box;
-  A completely shaded or filled mark substantially inside a box;
-  A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
-  A circle around the box and/or associated clause; or
-  A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

**Ballot Mark Revisions (Changes):** An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

**COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE**  
 Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
<b>NPDES Administration</b>			<b>Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance</b>		
<i>(Not covered by CSA 152)</i>					
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.  Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
<b>PARCEL RATE</b>	<b>Per Month</b>	<b>Per Year</b>	<b>PARCEL RATE</b>	<b>Per Month</b>	<b>Per Year</b>
	\$3.32	\$39.81		\$15.65	\$187.85


**Inflation Factor Adjustments**


- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
- FY 2010/2011 - no change = (\$35.00 & \$170.00)
- FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)
- FY 2012/2013 - 2.7% = (\$37.00 & \$181.00)
- FY 2013/2014 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar
- FY 2014/2015 - 1.14% = (\$39.52 & \$186.49) Pursuant to City Council approval on June 10, 2014.
- FY 2015/2016 - 0.73% = (\$39.81 & \$187.85)

# Les Schwab Tires


## PA14-0061

### APN

 479040006

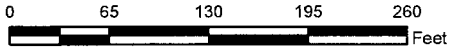
 Roads

 Parcels

 City Boundary

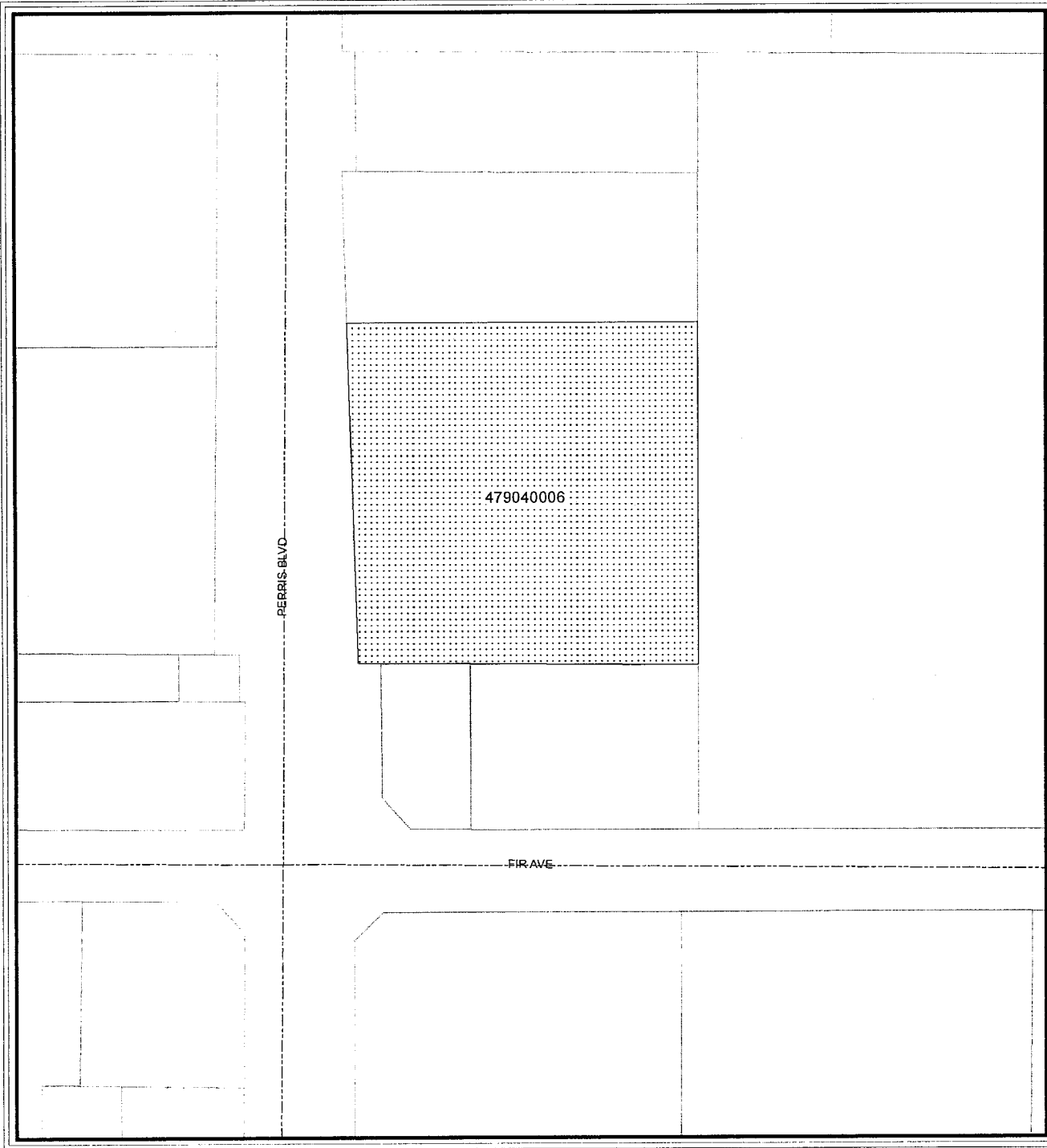
Map reflects all changes indicated on Riverside County Assessor Maps as of July 7, 2015.

N



G:\V\PI\SDA\PA14-0061 Les Schwab Tires.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold.



**OFFICIAL MAIL BALLOT for  
Assessor's Parcel Number (APN) 479-040-006  
National Pollutant Discharge Elimination System (NPDES)  
Maximum Commercial/Industrial Regulatory Rate**

**YES\*** — as property owner of APN 479-040-006, I approve the NPDES Maximum Commercial/Industrial Regulatory Rate and services. For fiscal year (FY) 2015/16, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$227.66 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2016/17, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those facilities that require periodic maintenance, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

**NO\*\*** — as property owner of APN 479-040-006, I do not approve the NPDES Maximum Commercial/Industrial Regulatory Rate and services. I understand that not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to fund federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate will not be levied on the annual Riverside County property tax bill.

Assessor's Parcel Number	YES*	NO**	Fiscal Year 2015/16 NPDES Maximum Commercial/Industrial Regulatory Rate
479-040-006 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$227.66

**This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing to be held on November 10, 2015, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.**

\_\_\_\_\_  
PROPERTY OWNER SIGNATURE

\_\_\_\_\_  
DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope prior to the close of the public testimony portion of the November 10, 2015 Public Hearing.

Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.

TEL: 951.413.3480  
FAX: 951.413.3498  
WWW.MORENO-VALLEY.CA.US



14325 FREDERICK STREET, SUITE 9  
P. O. BOX 880  
MORENO VALLEY, CA 92552-08

E.2.c

Attachment: Exclusive Towing Ballot Docs Revised (1562 : PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION

I Needa Happy Home Foundation  
c/o Gerald Kohutek - Exclusive Towing  
3777 Placentia Lane  
Riverside, CA 92501

September 24, 2015

Subject: Date Change to November 10, 2015 for the National Pollutant Discharge Elimination System Public Hearing

Dear Mr. Kohutek:

This letter is to inform you that the date for the National Pollutant Discharge Elimination System (NPDES) Public Hearing has been rescheduled. The new date of the Public Hearing is being scheduled for Tuesday, November 10, 2015 at 6:00 p.m., or as soon thereafter as the matter is called. Attached are updated documents, including a new ballot for casting your vote. Please note the enclosed ballot will supersede your previous ballot; if your previously ballot was returned it will be discarded.

Please ensure that your new ballot is marked, signed, and returned to the City Clerk's office before the November 10, 2015 Public Hearing in order for your ballot to be included in the official count. Approving the NPDES rate to be applied on your property tax bill will fulfill the Land Development Division's Condition of Approval LD38 (to provide an ongoing funding source for the NPDES program).

If you have any questions about the mail ballot proceeding process, please contact Jennifer Terry, Senior Management Analyst, with the City's Special Districts Division at 951.413.3505 or via email at [JenniferT@moval.org](mailto:JenniferT@moval.org) during the City's business hours, which are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

Sincerely,

Ahmad Ansari  
Public Works Director/City Engineer

Jennifer Terry  
Senior Management Analyst

Enclosures:



TEL: 951.413.3480  
 FAX: 951.413.3498  
 WWW.MOVAL.ORG



14331 FREDERICK STREET, SUITE 2  
 P. O. BOX 88005  
 MORENO VALLEY, CA 92552-0805

I Needa Happy Home Foundation  
 c/o Gerald Kohutek - Exclusive Towing  
 3777 Placentia Lane  
 Riverside, CA 92501

September 24, 2015

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APN 316-190-018**

\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\*

**Introduction**

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor’s Parcel Number (APN) 316-190-018 the opportunity to express support for or opposition to the approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and services. Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill Condition of Approval LD38 from the Land Development Division to provide a funding source for the NPDES program.

**Background**

The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. The City provides the services necessary to meet mandates of the Federal Clean Water Act related to the NPDES permit. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those facilities that require periodic maintenance, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

**Services Provided**

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those facilities that require periodic maintenance, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

**How is the Amount of the Charge Determined?**

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary

Attachment: Exclusive Towing Ballot Docs Revised (1562 : PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION

to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

**Proposed Charge**

For FY 2015/16, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$227.66 per parcel. The total amount of the NPDES rates levied for FY 2015/16 for the program as a whole was \$446,716.88.

**Annual Adjustment**

Beginning in FY 2016/17, the NPDES Maximum Commercial/Industrial Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor’s Bureau of Labor Statistics.

**Duration of the Charge**

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 316-190-018 (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

**Public Hearing**

To provide information concerning this mail ballot proceeding the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

**Public Hearing**  
Tuesday, November 10, 2015  
6:00 P.M.  
(Or As Soon Thereafter As The  
Matter May Be Called)

Tabulation of returned ballots will commence after the close of the public testimony portion of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the City’s Policy For Conducting Mail Ballot Proceedings Policy #1.12.

**Effect if the Charge is Approved**

Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate will be confirmed if the ballot is marked in favor of the NPDES rate. Approving the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill the Land Development Division’s Condition of Approval LD38 (to provide an ongoing funding source for the NPDES program).

**Effect if the Charge is Not Approved**

Not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to meet federally mandated NPDES Permit requirements will not satisfy the Land Development Division’s Condition of Approval LD38. If the returned ballot is marked “No”, the NPDES rate will not be levied on the property tax bill.

### Effect if the Ballot is Deemed Invalid or Incomplete

Not marking the corresponding box on the ballot next to the APN (in support of or opposition to the proposed program and annual rate) and/or not signing the ballot will result in an invalid ballot. In order to satisfy the Land Development Division's Condition of Approval LD38 by placement of the charge on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

### For More Information

If you have any questions about the mail ballot proceeding process, please contact Jennifer Terry, Senior Management Analyst, with the City's Special Districts Division at 951.413.3505 or via email at [JenniferT@moval.org](mailto:JenniferT@moval.org) during the City's business hours.

Questions regarding the NPDES program, the annual rate, or the Land Development Division's Condition of Approval LD38 should be directed to the Land Development Division at 951.413.3120 or via email at [landdevelopment@moval.org](mailto:landdevelopment@moval.org) during the City's business hours.

The City's business hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

### Completing Your Ballot

Please follow the instructions below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.






1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box next to the APN.** Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **Tuesday, November 10, 2015**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

### Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

- A check mark substantially inside a box;
- An X mark substantially inside a box;

Attachment: Exclusive Towing Ballot Docs Revised (1562 : PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION

-  A dot or oval mark substantially inside a box;
-  A completely shaded or filled mark substantially inside a box;
-  A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
-  A circle around the box and/or associated clause; or
-  A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

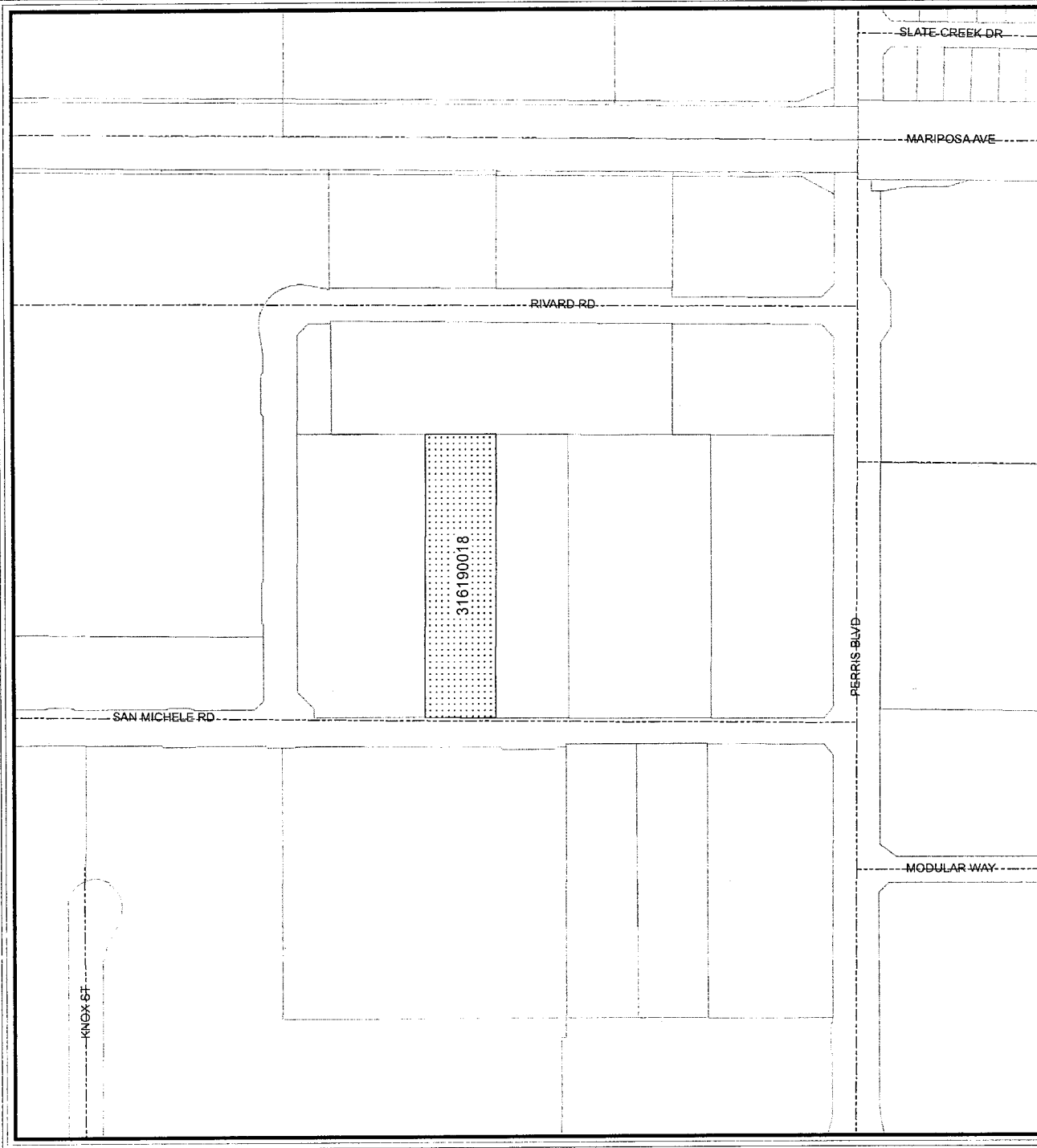
**Ballot Mark Revisions (Changes):** An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

**COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE**  
 Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
<b>NPDES Administration</b>			<b>Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance</b>		
<i>(Not covered by CSA 152)</i>					
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.  Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
<b>PARCEL RATE</b>	<b>Per Month</b>	<b>Per Year</b>	<b>PARCEL RATE</b>	<b>Per Month</b>	<b>Per Year</b>
	\$3.32	\$39.81		\$15.65	\$187.85

**Inflation Factor Adjustments**


FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)  
 FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)  
 FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)  
 FY 2009/2010 - no change = (\$35.00 & \$170.00)  
 FY 2010/2011 - no change = (\$35.00 & \$170.00)  
 FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)  
 FY 2012/2013 - 2.7% = (\$37.00 & \$181.00)  
 FY 2013/2014 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar  
 FY 2014/2015 - 1.14% = (\$39.52 & \$186.49) Pursuant to City Council approval on June 10, 2014.  
 FY 2015/2016 - 0.73% = (\$39.81 & \$187.85)





# Exclusive Towing


## PA11-0043

### APN

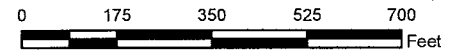
 316190018

 Roads

 Parcels

 City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of July 7, 2015.



G:\AVP\ISDA\PA11-0043 Exclusive Towing.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold.



**OFFICIAL MAIL BALLOT for  
Assessor's Parcel Number (APN) 316-190-018  
National Pollutant Discharge Elimination System (NPDES)  
Maximum Commercial/Industrial Regulatory Rate**

**YES\*** — as property owner of APN 316-190-018, I approve the NPDES Maximum Commercial/Industrial Regulatory Rate and services. For fiscal year (FY) 2015/16, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$227.66 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2016/17, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those facilities that require periodic maintenance, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

**NO\*\*** — as property owner of APN 316-190-018, I do not approve the NPDES Maximum Commercial/Industrial Regulatory Rate and services. I understand that not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to fund federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate will not be levied on the annual Riverside County property tax bill.

Assessor's Parcel Number	YES	NO	Fiscal Year 2015/16 NPDES Maximum Commercial/Industrial Regulatory Rate
316-190-018 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$227.66

**This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing to be held on November 10, 2015, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.**

\_\_\_\_\_  
PROPERTY OWNER SIGNATURE                      DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope prior to the close of the public testimony portion of the November 10, 2015 Public Hearing.

Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.

Attachment: Exclusive Towing Ballot Docs Revised (1562 : PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION

TEL: 951.413.3480  
FAX: 951.413.3498  
WWW.MORENO-VALLEY.CA.US



E.2.d

14325 FREDERICK STREET, SUITE 9  
P. O. BOX 880  
MORENO VALLEY, CA 92552-08

FR Cal Moreno Valley  
c/o IDS Real Estate Group  
Attention: Eric Mitchell  
515 S. Figueroa Street, 16<sup>th</sup> Floor  
Los Angeles, CA 90071

September 24, 2015

Subject: Date Change to November 10, 2015 for the National Pollutant Discharge Elimination System Public Hearing

Dear Mr. Mitchell:

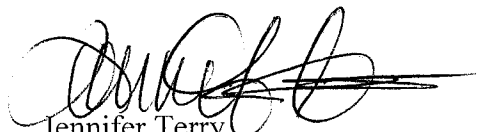
This letter is to inform you that the date for the National Pollutant Discharge Elimination System (NPDES) Public Hearing has been rescheduled. The new date of the Public Hearing is being scheduled for Tuesday, November 10, 2015 at 6:00 p.m., or as soon thereafter as the matter is called. Attached are updated documents, including a new ballot for casting your vote. Please note the enclosed ballot will supersede your previous ballot; if your previously ballot was returned it will be discarded.

Please ensure that your new ballot is marked, signed, and returned to the City Clerk's office before the November 10, 2015 Public Hearing in order for your ballot to be included in the official count. Approving the NPDES rate to be applied on your property tax bill will fulfill the Land Development Division's Condition of Approval LD37 (to provide an ongoing funding source for the NPDES program).

If you have any questions about the mail ballot proceeding process, please contact Jennifer Terry, Senior Management Analyst, with the City's Special Districts Division at 951.413.3505 or via email at [JenniferT@moval.org](mailto:JenniferT@moval.org) during the City's business hours, which are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

Sincerely,

Ahmad Ansari  
Public Works Director/City Engineer



Jennifer Terry  
Senior Management Analyst

Enclosures:

PUBLIC WORKS DEPARTMENT

Packet Pg. 776

Attachment: FR Cal Moreno Valley Ballot Docs Revised (1562 : PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION



TEL: 951.413.3480  
 FAX: 951.413.3498  
 WWW.MOVAL.ORG



14331 FREDERICK STREET, SUITE 2  
 P. O. BOX 88005  
 MORENO VALLEY, CA 92552-0805

FR Cal Moreno Valley  
 c/o IDS Real Estate Group  
 Attention: Eric Mitchell  
 515 S. Figueroa Street, 16<sup>th</sup> Floor  
 Los Angeles, CA 90071

September 24, 2015

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APN 316-180-014**

**\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\***

**Introduction**

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor’s Parcel Number (APN) 316-180-014 the opportunity to express support for or opposition to the approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and services. Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill Condition of Approval LD37 from the Land Development Division to provide a funding source for the NPDES program.

**Background**

The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. The City provides the services necessary to meet mandates of the Federal Clean Water Act related to the NPDES permit. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those facilities that require periodic maintenance, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

**Services Provided**

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those facilities that require periodic maintenance, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

**How is the Amount of the Charge Determined?**

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

**Proposed Charge**

For FY 2015/16, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$227.66 per parcel. The total amount of the NPDES rates levied for FY 2015/16 for the program as a whole was \$446,716.88.

**Annual Adjustment**

Beginning in FY 2016/17, the NPDES Maximum Commercial/Industrial Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

**Duration of the Charge**

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 316-180-014 (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

**Public Hearing**

To provide information concerning this mail ballot proceeding the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

**Public Hearing**  
Tuesday, November 10, 2015  
6:00 P.M.  
(Or As Soon Thereafter As The  
Matter May Be Called)

Tabulation of returned ballots will commence after the close of the public testimony portion of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the City's Policy For Conducting Mail Ballot Proceedings Policy #1.12.

**Effect if the Charge is Approved**

Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate will be confirmed if the ballot is marked in favor of the NPDES rate. Approving the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill the Land Development Division's Condition of Approval LD37 (to provide an ongoing funding source for the NPDES program).

**Effect if the Charge is Not Approved**

Not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to meet federally mandated NPDES Permit requirements will not satisfy the Land Development Division's

Attachment: FR Cal Moreno Valley Ballot Docs Revised (1562 : PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION

Condition of Approval LD37. If the returned ballot is marked “No”, the NPDES rate will not be levied on the property tax bill.

**Effect if the Ballot is Deemed Invalid or Incomplete**

Not marking the corresponding box on the ballot next to the APN (in support of or opposition to the proposed program and annual rate) and/or not signing the ballot will result in an invalid ballot. In order to satisfy the Land Development Division’s Condition of Approval LD37 by placement of the charge on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

**For More Information**

If you have any questions about the mail ballot proceeding process, please contact Jennifer Terry, Senior Management Analyst, with the City’s Special Districts Division at 951.413.3505 or via email at [JenniferT@moval.org](mailto:JenniferT@moval.org) during the City’s business hours.

Questions regarding the NPDES program, the annual rate, or the Land Development Division’s Condition of Approval LD37 should be directed to the Land Development Division at 951.413.3120 or via email at [landdevelopment@moval.org](mailto:landdevelopment@moval.org) during the City’s business hours.

The City’s business hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

**Completing Your Ballot**

Please follow the instructions below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk’s office.







1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box next to the APN.** Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk’s office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **Tuesday, November 10, 2015**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

**Ballot Marks**

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;

-  An X mark substantially inside a box;
-  A dot or oval mark substantially inside a box;
-  A completely shaded or filled mark substantially inside a box;
-  A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
-  A circle around the box and/or associated clause; or
-  A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

**Ballot Mark Revisions (Changes):** An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

**COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE**  
 Adopted by the City Council on January 10, 2006


LEVEL 1			LEVEL II		
<b>NPDES Administration</b>			<b>Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance</b>		
<i>(Not covered by CSA 152)</i>					
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.  Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
<b>PARCEL RATE</b>	<b>Per Month</b>	<b>Per Year</b>	<b>PARCEL RATE</b>	<b>Per Month</b>	<b>Per Year</b>
	\$3.32	\$39.81		\$15.65	\$187.85


**Inflation Factor Adjustments**

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
- FY 2010/2011 - no change = (\$35.00 & \$170.00)
- FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)
- FY 2012/2013 - 2.7% = (\$37.00 & \$181.00)
- FY 2013/2014 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar
- FY 2014/2015 - 1.14% = (\$39.52 & \$186.49) Pursuant to City Council approval on June 10, 2014.
- FY 2015/2016 - 0.73% = (\$39.81 & \$187.85)


# FR CAL MORENO VALLEY (NANDINA BLDG A) P14-084

## APN

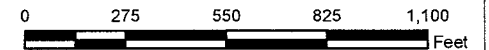
 316180014

 Roads

 Parcels

 City Boundary

Map reflects all changes indicated  
on Riverside County Assessor Maps  
as of August 13, 2015.



G:\V\PSDA\Nandina Blvd A P14-084.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold.



**OFFICIAL MAIL BALLOT for  
Assessor's Parcel Number (APN) 316-180-014**

**National Pollutant Discharge Elimination System (NPDES)  
Maximum Commercial/Industrial Regulatory Rate**

**YES\*** — as property owner of APN 316-180-014, **I approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. For fiscal year (FY) 2015/16, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$227.66 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2016/17, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those facilities that require periodic maintenance, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

**NO\*\*** — as property owner of APN 316-180-014, **I do not approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. I understand that not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to fund federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate will not be levied on the annual Riverside County property tax bill.

Assessor's Parcel Number	YES*	NO**	Fiscal Year 2015/16 NPDES Maximum Commercial/Industrial Regulatory Rate
316-180-014 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$227.66

**This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing to be held on November 10, 2015, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.**

\_\_\_\_\_  
PROPERTY OWNER SIGNATURE

\_\_\_\_\_  
DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope prior to the close of the public testimony portion of the November 10, 2015 Public Hearing.

Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.

TEL: 951.413.3480  
FAX: 951.413.3498  
WWW.MORENO-VALLEY.CA.US



14325 FREDERICK STREET, SUITE 9  
P. O. BOX 880  
MORENO VALLEY, CA 92552-08

E.2.e

CV Communities  
Attention: Adam Smith  
3121 Michelson Drive, Suite 150  
Irvine, CA 92612

September 24, 2015

Subject: Date Change to November 10, 2015 for the National Pollutant Discharge Elimination System Public Hearing

Dear Mr. Smith:

This letter is to inform you that the date for the National Pollutant Discharge Elimination System (NPDES) Public Hearing has been rescheduled. The new date of the Public Hearing is being scheduled for Tuesday, November 10, 2015 at 6:00 p.m., or as soon thereafter as the matter is called. Attached are updated documents, including a new ballot for casting your vote. Please note the enclosed ballot will supersede your previous ballot; if your previously ballot was returned it will be discarded.

Please ensure that your new ballot is marked, signed, and returned to the City Clerk's office before the November 10, 2015 Public Hearing in order for your ballot to be included in the official count. Approving the NPDES rate to be applied on your property tax bill will fulfill the Land Development Division's Condition of Approval LD39 (to provide an ongoing funding source for the NPDES program).

If you have any questions about the mail ballot proceeding process, please contact Jennifer Terry, Senior Management Analyst, with the City's Special Districts Division at 951.413.3505 or via email at [JenniferT@moval.org](mailto:JenniferT@moval.org) during the City's business hours, which are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

Sincerely,

Ahmad Ansari  
Public Works Director/City Engineer



Jennifer Terry  
Senior Management Analyst

Enclosures:

PUBLIC WORKS DEPARTMENT

Packet Pg. 784

Attachment: Tentative Tract 31592 Ballot Docs Revised (1562 : PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION



TEL: 951.413.3480  
 FAX: 951.413.3498  
 WWW.MOVAL.ORG



14331 FREDERICK STREET, SUITE 2  
 P. O. BOX 88005  
 MORENO VALLEY, CA 92552-0805

CV Communities  
 Attention: Adam Smith  
 3121 Michelson Drive, Suite 150  
 Irvine, CA 92612

September 24, 2015

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM RESIDENTIAL REGULATORY RATE FOR APNs 474-490-024, 474-490-025, and 474-040-032**

\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\*

### Introduction

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor’s Parcel Numbers (APNs) 474-490-024, 474-490-025, and 474-040-032 the opportunity to express support for or opposition to the approval of the NPDES Maximum Residential Regulatory Rate and services. Approval of the NPDES Maximum Residential Regulatory Rate through a mail ballot proceeding will fulfill Conditions of Approval LD39 from the Land Development Division to provide a funding source for the NPDES program.

### Background

The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in storm water runoff from all development types. The City provides the services necessary to meet mandates of the Federal Clean Water Act. NPDES Maximum Residential Regulatory Rate provides financial support for monitoring, maintaining, and if necessary, improving the storm water discharge system, and performing inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

### Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall provide the necessary services for the continuous operation, enhancement, and maintenance of the storm water discharge system, and perform inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

### How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The

rate levied shall not exceed the rate previously approved by the property owner.

### **Proposed Charge**

For FY 2015/16, the NPDES Maximum Residential Regulatory Rate is \$302.32 per parcel. The total amount of the NPDES rates levied for FY 2015/16 for the program as a whole was \$446,716.88.

### **Annual Adjustment**

Beginning in FY 2016/17, the NPDES Maximum Residential Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

### **Duration of the Charge**

Upon approval of the NPDES Maximum Residential Regulatory Rate, the annual levy amount will be assessed to APNs 474-490-024, 474-490-025, and 474-040-032 (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Residential Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

### **Public Hearing**

To provide information concerning this mail ballot proceeding the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

**Public Hearing**

Tuesday, November 10, 2015  
6:00 P.M.

(Or As Soon Thereafter As The  
Matter May Be Called)

Tabulation of returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

### **Effect if the Charge is Approved**

Approval of the NPDES Maximum Residential Regulatory Rate will be confirmed if the ballot is marked in favor of the NPDES rate. Approving the NPDES Maximum Residential Regulatory Rate through a mail ballot proceeding will fulfill the Land Development's Condition of Approval LD39 (to provide an ongoing funding source for the NPDES program).

### **Effect if the Charge is Not Approved**

Not approving the NPDES Maximum Residential Regulatory Rate to meet federally mandated NPDES Permit requirements will not satisfy the Land Development Division's Condition of Approval LD39. If the returned ballot is marked "No", the NPDES rate will not be levied on the property tax bill.

### Effect if the Ballot is Deemed Invalid or Incomplete

Not marking the corresponding box on the ballot next to the APN (in support of or opposition to the proposed program and annual rate) and/or not signing the ballot will result in an invalid ballot. In order to satisfy the Land Development Division's Condition of Approval LD39 by placement of the charge on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

### For More Information

If you have any questions about the mail ballot proceeding process, please contact Jennifer Terry, Senior Management Analyst, with the City's Special Districts Division at 951.413.3505 or via email at [JenniferT@moval.org](mailto:JenniferT@moval.org) during the City's business hours.

Questions regarding the NPDES program, the annual rate, or the Land Development Division's Condition of Approval LD39 should be directed to the Land Development Division at 951.413.3120 or via email at [landdevelopment@moval.org](mailto:landdevelopment@moval.org) during the City's business hours.

The City's business hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

### Completing Your Ballot

Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box next to the APN**. Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted*.
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **Tuesday, November 10, 2015**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

### Ballot Marks






Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;

-  A dot or oval mark substantially inside a box;
-  A completely shaded or filled mark substantially inside a box;
-  A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
-  A circle around the box and/or associated clause; or
-  A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.




**Ballot Mark Revisions (Changes):** An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**


**RESIDENTIAL NPDES RATE SCHEDULE**  
 Adopted by the City Council on June 10, 2003 (Level I, II, III, IV)  
 Adopted by the City Council on June 10, 2008 (Level II-A)

LEVEL I			LEVEL II			Level II-A			LEVEL III			LEVEL IV		
NPDES Administration <i>(Not covered by CSA 152)</i>			Water Quality Pond/Basin Maintenance			Sand Filter Maintenance			Water Quality Pond/Basin Remediation/Reconstruction			Water Quality System Retrofit		
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various storm water reports and data collection and management.  Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with the maintenance and monitoring of the water quality pond/basin. This includes, but is not limited to maintenance on a quarterly basis of vegetative material, civil work and utility and personnel costs.  Level II, in addition to Level I is levied on all properties within tracts that have a water quality pond/basin or on properties that benefit from a neighboring water quality pond/basin.			Costs associated with the maintenance and monitoring of the sand filter within a water quality pond/basin. This includes, but is not limited to maintenance of a sand bed, bleeder lines and costs for personnel.  Level II-A, in addition to Level II and Level I is levied on all properties within residential developments that have a water quality pond/basin with a sand filter or on properties that benefit from a neighboring water quality pond/basin with a sand filter.			Costs associated with the remediation and reconstruction of water quality pond/basin. Remediation and reconstruction may include the following: replacement of soil, plants, irrigation, removal and hauling of wastes and possible civil work.			Costs associated with the retrofitting, replacement, monitoring and maintenance of the water quality pond/basin systems and appurtenances. This may include retrofitting of catch basin insert filters, vortex devices, installation of in-line filter systems, and nutrient baskets, etc.		
Parcel Rate	Per/Mon. \$3.31	Per/Yr. \$39.66	Parcel Rate	Per/Mon. \$6.28	Per/Yr. \$75.36	Parcel Rate	Per/Mon. \$2.86	Per/Yr. \$34.35	Parcel Rate	Per/Mon. \$5.60	Per/Yr. \$67.22	Parcel Rate	Per/Mon. \$12.75	Per/Yr. \$152.95
Each Service Level may be imposed on an as-needed basis and cumulative (if required)														
Fiscal Year (FY) 2003/2004 - Base Year Calculation, subject to inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index														
<u>Inflation Factor Adjustments:</u> 2004/2005 - 1.8% = (\$31.00, 58.00, 52.00 & 118.00) 2005/2006 - 4.4% = (\$32.00, 61.00, 54.00 & 123.00) 2006/2007 - 4.5% = (\$33.00, 64.00, 56.00, & 128.00) 2007/2008 - 3.1% = (\$34.00, 66.00, 58.00, & 132.00) 2008/2009 - 4.2% = (\$35.00, 69.00, 61.00, 56.00, \$138.00) 2009/2010 - no change = (\$35.00, 69.00, \$31.00, 60.00, \$138.00) 2010/2011 - no change = (\$35.00, 69.00, \$31.00, 60.00, \$138.00) 2011/2012 - 3.8% = (\$36.00, 72.00, \$32.00, 62.00, \$143.00) 2012/2013 - 2.7% = (\$37.00, 74.00, \$33.00, 64.00, \$147.00) 2013/2014 - 2.0% = (\$38.00, 75.00, \$34.00, 65.00, \$150.00) rounded to the nearest whole dollar 2014/2015 - 1.14% = (\$39.38, 74.82, \$34.10, 66.73, \$151.84) Pursuant to City Council approval on June 10, 2014. 2015/2016 - 0.73% = (\$39.66, 75.36, \$34.35, 67.22, \$152.95)														

# CV COMMUNITIES Tract 31592

**APN**

-  474040032
-  474490024
-  474490025

 Roads

 Parcels

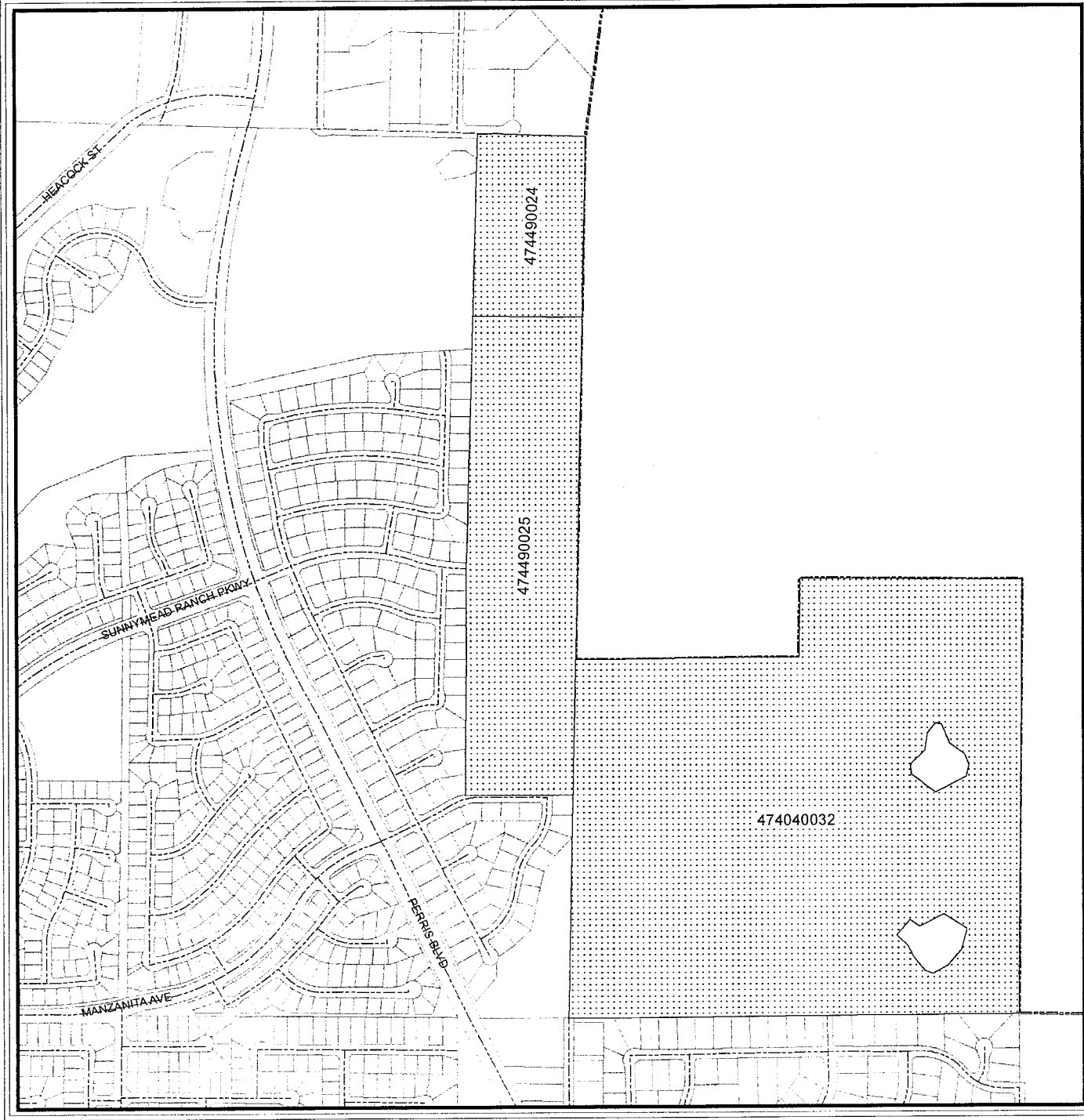
 City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of August 13, 2015.



G:\VAP\SDA\Tract 31592 P13-078.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold.



**OFFICIAL MAIL BALLOT for  
Assessor's Parcel Numbers (APNs) 474-490-024,  
474-490-025, and 474-040-032**

**National Pollutant Discharge Elimination System (NPDES)  
Maximum Residential Regulatory Rate**

**YES\*** — as property owner of APNs 474-490-024, 474-490-025, and 474-040-032, **I approve** the NPDES Maximum Residential Regulatory Rate and services. For fiscal year (FY) 2015/16, the NPDES Maximum Residential Regulatory Rate is \$302.32 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2016/17, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will provide storm water maintenance to residential neighborhoods for the continuous operation, systems evaluation/enhancement of the affected areas and the implementation of federally mandated NPDES requirements. Additionally, the rate schedule provides funds for monitoring, maintaining, and if necessary, for improving the storm water discharge system.

**NO\*\*** — as property owner of APNs 474-490-024, 474-490-025, and 474-040-032, **I do not approve** the NPDES Maximum Residential Regulatory Rate and services. I understand that not approving the NPDES Maximum Residential Regulatory Rate to fund federally mandated NPDES Permit requirements may result in noncompliance with the project's Conditions of Approval. If the NPDES Maximum Residential Regulatory Rate is not approved the rate will not be levied on the Riverside County property tax bill.

Assessor's Parcel Numbers	YES*	NO**	NPDES Maximum Residential Regulatory Rate
474-490-024 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$302.32
474-490-025 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$302.32
474-040-032 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$302.32

**This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on November 10, 2015, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.**

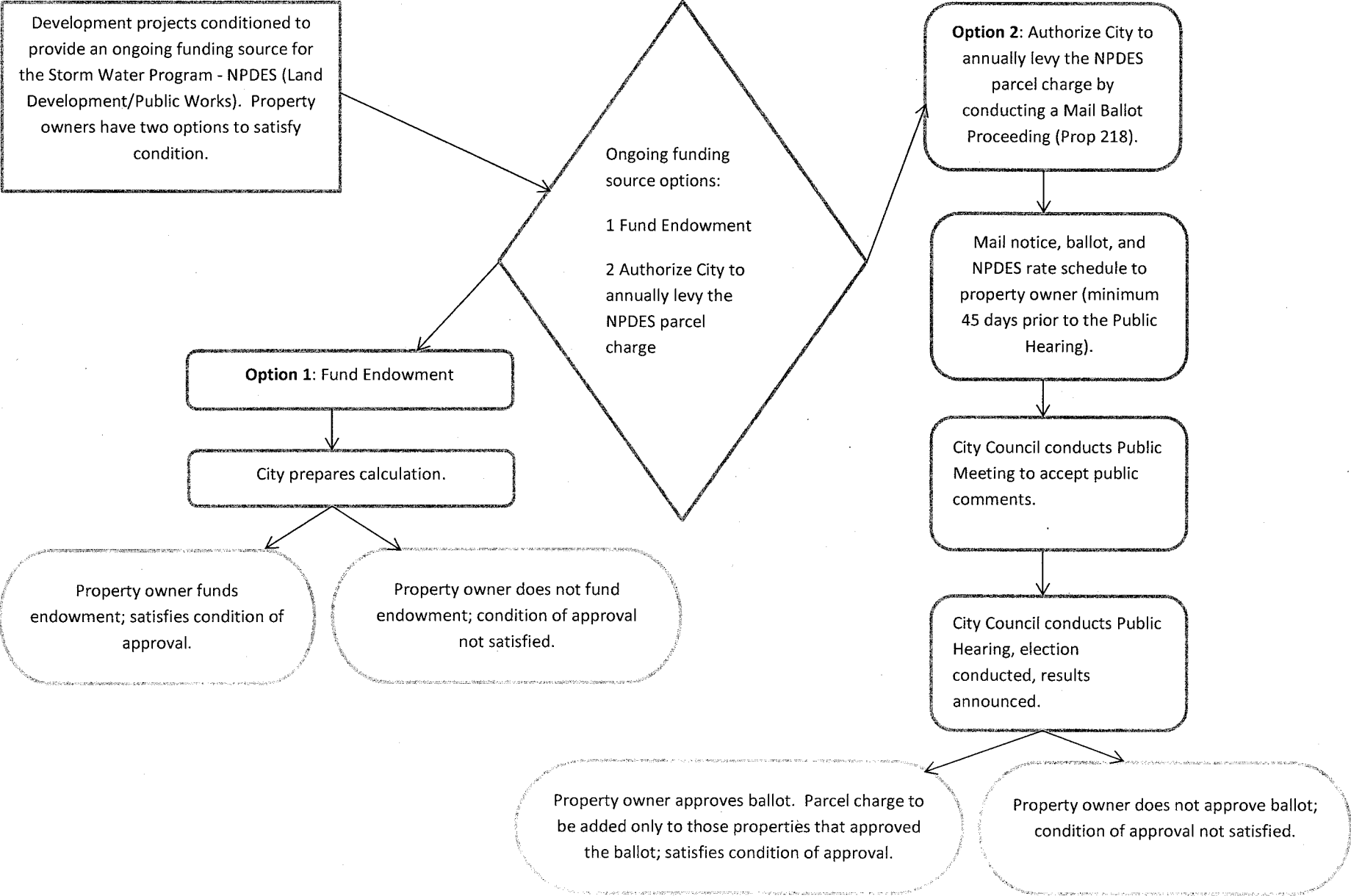
\_\_\_\_\_  
PROPERTY OWNER SIGNATURE

\_\_\_\_\_  
DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope prior to the close of the public testimony portion of the November 10, 2015 Public Hearing.

Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.

# Process Flow for Property Owners/Developers to Satisfy Funding Requirement for the Storm Water Program



This process flow is simplified for illustration purposes. Contact the Special Districts Division at 951.413.3480 for the detailed process.

November 12, 2014

Attachment: Flowchart (1562 : PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Richard Teichert, Chief Financial Officer

**AGENDA DATE:** November 10, 2015

**TITLE:** ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC FINANCING AUTHORITY OF NOT TO EXCEED \$11,000,000 AGGREGATE PRINCIPAL AMOUNT OF LEASE REVENUE BONDS, SERIES 2015 TO FINANCE CERTAIN CAPITAL IMPROVEMENTS; APPROVING THE FORMS OF A MASTER TRUST AGREEMENT, AUTHORIZING EXECUTION AND DELIVERY OF A MASTER FACILITIES LEASE, A MASTER FACILITIES SUBLEASE AND A BOND PURCHASE AGREEMENT; APPROVING FORM OF OFFICIAL STATEMENT; AND AUTHORIZING EXECUTION OF DOCUMENTS AND THE TAKING OF ALL NECESSARY ACTIONS RELATING TO THE FINANCING WITH THE MORENO VALLEY PUBLIC FINANCING AUTHORITY (ITEM WAS TABLED TO A DATE UNCERTAIN ON JULY 14, 2015)

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Adopt Resolution No. 2015-55. A Resolution of the City Council of the City of Moreno Valley Approving the Issuance by the Moreno Valley Public Financing Authority of Not to Exceed \$11,000,000 Aggregate Principal Amount of Lease Revenue Bonds, Series 2015 to Finance Certain Capital Improvements; Authorizing Execution and Delivery of a Master Facilities Lease, a Master Facilities Sublease and a Bond Purchase Agreement; Approving Form of Official Statement; and Authorizing Execution of Documents and the Taking of All Necessary Actions Relating to the Financing with the Moreno Valley Public Financing Authority.

2. Adopt Resolution No. MVPFA 2015-01. A Resolution Authorizing the Issuance and Sale of Lease Revenue Bonds to Finance Certain Capital Facilities; Approving the Forms of a Master Trust Agreement, a Master Facilities Lease, a Master Facilities Sublease and a Bond Purchase Agreement; Approving an Official Statement Describing Said Bonds; and Authorizing Execution of Documents and the Taking of All Necessary Actions Relating to the Issuance of the Bond.
3. Approve the budget amendment detailed in the fiscal impact section of this report, including authorizing the receipt and expenditure of the debt proceeds and the project funds; and directing and authorizing staff to repay the General Fund from Moreno Valley Public Utility for the purchase of land (\$489,000).

### **SUMMARY**

The Finance Subcommittee recommends funding the Moreno Valley Utility (MVU) Kitching Substation project and feeder lines totaling \$17.765 million through the issuance of a maximum of \$11 million in Lease Revenue Bonds, Series 2015 (the 2015 Bonds) which will generate \$10 million in funding proceeds. The balance of the project amount of \$7.765 million will be “pay as you go” funding utilizing available MVU fund balance, which meets the Finance Subcommittee’s goal of minimizing debt. The approval of the documents recommended in this staff report effectuate the Lease Revenue Bond financing, locking in a low and stable interest cost through the issuance of the Bonds. The 2015 Bonds will be issued on a taxable basis. Staff also supports this recommendation.

### **DISCUSSION**

On June 6, 2001, the City Council approved the formation of the Moreno Valley Electric Utility (“MVU”) through the adoption of Resolution No. 2001-33. MVU was created to provide retail electric distribution to residential, commercial and industrial customers in the City’s undeveloped areas.

MVU operates under a 17-year contract with ENCO Utility Services Moreno Valley, LLC (“ENCO”). Under this contract, ENCO provides operations and maintenance, construction support, customer service, meter reading, billing, emergency response and other services. All other responsibilities not covered by this contract are performed by MVU staff.

MVU began serving its first customers on February 6, 2004, primarily located in the Promontory Park subdivision built by Western Pacific Housing, located at Cactus Avenue and Moreno Beach Drive. Today, this footprint has expanded to serve over 5,944 residential, commercial and industrial customers.

The expansion of MVU promulgated the financing of capital needs through the issuance of the Moreno Valley Public Financing Authority 2007 Taxable Lease Revenue Bonds (“2007 Bonds”). The 2007 Bonds were issued to finance the following projects:

- 115kV to 12kV Distribution Class power substation
- 115kV to 12kV Transmission Class switchyard
- All-weather access road, site grading, fencing, perimeter wall, etc.
- Infrastructure improvements to existing utility grid

Given the start-up nature of MVU in 2007, the 2007 Bonds were back-stopped by the General Fund (although the actual debt payments on the 2007 Bonds were payable from electric revenues from MVU). This General Fund back-stop was required to enable the 2007 Bonds to be sold at “A” category interest rates.

As MVU continues to grow and expand its service, additional capital improvement projects totaling \$25.1 million have been identified by MVU staff as improvements that would be needed soon to accommodate growth. The rapid growth of large commercial projects in the South industrial area has created an immediate need to expand capacity by funding and constructing the Kitching Substation project in the amount of \$17.765 million. Additional projects totaling \$7.3 million will be needed within the next two years in order to improve system reliability and to improve system automation. All of the projects have been included in MVU’s 10-Year CIP plan approved by the MVU Commission and City Council on May 15, 2015 and May 26, 2015, respectively.

In order to fund the Kitching Substation Project, staff proposes that MVU finance \$10 million and utilize “Pay as You Go” for the remaining \$7.765 million to fund the project. The components of the proposed Kitching Substation Project include:

<b>Project Title</b>	<b>Project Description</b>	<b>Estimated Cost</b>
Kitching Substation	Install 115kV/12kV substation and land purchase (\$489,000)	\$13,489,000
Kitching Substation to Edwin Rd.	Install conduit and cable from Kitching to Edwin Rd.	\$480,000
Kitching Backbone to Indian	Circuit going north towards Heacock for reliability	\$787,000
Kitching Substation to Perris Blvd.	Allow part of Iris circuit to transfer to Kitching substation	\$414,000
Kitching Substation to Lasselle Sports Park	Create a tie to Lasselle 12kV	\$477,000
Load transfer to Iris Interconnect	Install cable from Iris to Indian	\$378,000
Kitching Substation to Globe	Connect new circuit to Globe interconnect	\$459,000
Kitching Backbone to Perris Blvd.	Install conduit and cable along Modular Way to Perris Blvd.	\$465,000
Kitching – Nason 12kV tie	Ties Kitching substation to MoVal substation providing additional reliability	\$816,000
<b>Total</b>		<b>\$17,765,000</b>

The remaining \$7.3 million in projects for reliability and automation improvements are also in MVU's 10-Year CIP plan. Staff will analyze and propose funding for these projects in early 2016 to ensure they are funded and completed in a timely manner in order to provide high quality electric system service to current and prospective MVU customers.

### **Bond Structure**

For the 2015 Bond financing, MVU considered issuing either (1) stand-alone revenue bonds supported solely by MVU's electric revenues or (2) to issue Lease Bonds that would be secured by the General Fund, but paid from the Electric Fund (similar to the structure of the 2007 Bonds). MVU staff and the City's Finance Department determined that MVU would not likely reach an "A" category level credit rating by issuing stand-alone revenue bonds. Without an "A" category rating, the upcoming MVU bonds would not qualify for bond insurance which would significantly increase the borrowing costs to MVU for this financing.

In light of the foregoing, staff is recommending that the 2015 Bonds be issued as Lease Revenue Bonds (similar to the 2007 Bonds) backed by the General Fund, but ultimately paid by MVU's electric revenues. The 2015 Bonds will need to be issued on a taxable basis because the current management agreement with ENCO does not currently comply with IRS tax rules that are required to enable the bonds to be issued on a tax-exempt basis. Taxable bonds would have to be issued at higher interest rates versus a tax-exempt bond.

To mitigate the long-term borrowing cost, staff also recommends that the 2015 Bonds be issued with a 5-year early prepayment option. This will enable the 2015 Bonds to be refinanced as early as 2020 should the City Council desire, possibly on a tax-exempt basis, which could potentially lower MVU's borrowing cost.

Like the City's other lease revenue bonds, the 2015 Bonds will be structured as a lease-leaseback financing between the City and the Moreno Valley Public Finance Authority ("Authority"). However, the 2015 Bonds will not be on parity to the City's other general fund obligations. The Authority is a City-controlled joint powers authority consisting of the City and the Community Redevelopment Agency of the City of Moreno Valley and was originally formed in October 1997 to facilitate bond financing. The Authority has used the same financing structure for its prior lease revenue bond financings.

The 2015 Bonds will be designed with a "master lease" bond structure separate from the City's existing master lease associated with the 2013 Refunding Bonds and 2014 Refunding Bonds. Under this structure, the Authority will be allowed to issue additional lease bonds secured by a single pool of lease assets so long as the rental value of the pool is sufficient to cover the new bonds. Additionally, the master lease structure enables the City to pledge fewer assets over time to effectuate future lease financings. Most importantly, under this structure, the City will have the flexibility to substitute,

remove or add other assets over time which will be prudent as the City contemplates refinancing this project on a stand-alone Electric System utility credit in the future.

The 2015 Bonds will be secured by a lease of the City's Conference and Recreation Center. This lease asset has sufficient rental value to support the lease financing structure. The financing structure terms will be the same as the Authority's previous lease financings in all other respects.

The 2015 Bonds are currently anticipated to be structured with bond insurance and surety debt service reserve fund policy.

Orrick, Herrington & Sutcliffe LLP will serve as Bond Counsel. Stifel, Nicolaus & Co., Inc. will serve as underwriter for the bonds, which will be sold on a negotiated basis. Stradling, Yocca, Carlson & Rauth will serve as Disclosure and Underwriter's Counsel. Wells Fargo Bank, National Association, will serve as the bond trustee and escrow agent.

### **Economic Environment**

Taxable municipal interest rates continue to be at historically low levels. The Federal Reserve has supported a sustained low interest rate environment by continuing to use economic policies to keep interest rates low through 2015. Based on the existing favorable interest rate environment and potential for future volatility in the municipal market, it is prudent to place the City in position to finance the 2015 bonds in the current market.

In order to take advantage of current market conditions, the Authority will issue about \$10.6 million of lease revenue bonds to finance MVU's capital improvements ("2015 Bonds"). The 2015 Bonds will be issued as a thirty year financing with a final maturity in 2045. The Authority will issue the 2015 Bonds on a taxable basis due to existing operator agreement terms associated with the Electric System. The City intends to structure the bonds with an option to redeem bonds in five years in order to facilitate the refinancing of the 2015 Bonds in the future on a tax-exempt basis supported by revenues of the Electric System only.

The final amount of bonds to be financed will be subject to the final project sizing and interest rates negotiated with investors at the time of the bond sale. Therefore, staff recommends that the maximum amount for the bonds be set at \$11 million and a maximum interest rate of 7% to provide staff the flexibility to structure the bonds appropriately for the market.

### **ALTERNATIVES**

The following alternatives are available to the City. The Finance Subcommittee of the City Council and staff recommend Alternative 1.

1. Issue a maximum \$11.0 million in lease revenue bonds to finance the Kitching Substation Project through a negotiated bond sale and authorize the City

Manager to sign all related bond documents. *The Finance Subcommittee and staff recommend approval of the recommended action in this staff report.*

2. Not proceed with financing and provide alternate direction to staff regarding the Kitching Substation Project.

**FISCAL IMPACT**

Based on current rates, the City will issue about \$10.6 million of 2015 Bonds. The bond authorizing resolution has a maximum issuance amount of \$11 million to allow for the financing of \$10 million of capital improvements and to pay costs of issuance. This figure also provides additional flexibility to accommodate structuring options to achieve the lowest interest rates.

The 2015 Bonds will be structured with a thirty year term and level annual debt service payments. The final maturity is currently contemplated to be in 2045.

By taking advantage of interest rates currently available in the market, the City will be able to finance MVU capital improvements over a thirty year term. Average annual payments are projected to be about \$725,000 with total debt service of about \$21,600,000 to be paid over the life of the bonds. These figures are net of financing costs.

Payment for the 2015 Bonds is secured by a pledge of the City’s General Fund. However, staff projections reflect more than adequate ability to reimburse the General Fund by revenues generated by MVU.

The 2015 Bonds are currently projected to be rated “A+” by the Standard & Poor’s rating agency.

The total direct cost of issuing the new refunding bonds is about \$395,000 (equal to 3.75% of the estimated bond size), which has already been factored into the payment figures stated above. The majority of these fees will remain constant; however, the bond underwriting fee (not-to-exceed 1.0% of the bond size) and some other legal/rating fees will fluctuate lower or higher depending on the final size of 2015 Bonds.

With the issuance of these bonds, the City will need to amend the 2015-16 and 2016-17 Adopted Budget to record the financial transactions related to this bond issue. In addition, the repayment from MVU to the General Fund for the purchase of the Kitching Substation land for \$489,000 is authorized and appropriated. These transactions have been identified in the following tables.

Budget Amendments to Record Bond Financing Transactions and Annual Debt Service			
Account Number	Account Description	FY 15/16 Budget Amendment	FY 16/17 Budget Amendment
Recording of Bond Financing			

6040-99-99-xxxxx-589000	Bond Issuance Amount	\$10,555,000	\$0
6040-99-99-xxxxx-670510	Cost of Issuance	\$555,000	\$0
6040-99-99-96040-906011	Transfers Out To 6011	\$10,000,000	\$0
6011-99-99-96011-806040	Transfers In From 6040	\$10,000,000	\$0
6011-99-99-xxxxx-720199	Capital Projects	\$10,000,000	\$0
Annual Debt Service			
6010-99-99-96010-906040	Transfers Out to 6040	\$230,000	\$713,000
6040-99-99-96040-806010	Transfers In from 6010	\$230,000	\$713,000
6040-99-99-xxxxx-670410	Interest Expense	\$224,000	\$537,000
6040-99-99-xxxxx-670314	Principal Expense	\$0	\$170,000
6040-99-99-xxxxx-620299	Other Professional Svcs	\$6,000	\$6,000

### Budget Amendments to Record Land Repayment Transactions

Fund/ GL Account No.	Type	FY 15/16 Budget Amendment
MVU 6010	Loan Repayment to GF	\$489,000
Gen Fund 1010	Line of Credit to MVU	489,000

### PREPARATION OF STAFF REPORT

Prepared By:  
Brooke McKinney  
Treasury Operations Division Manager

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

### CITY COUNCIL GOALS

None

### ATTACHMENTS

1. Resolution 2015-55
2. Resolution MVPFA 2015-01
3. Master Trust Agreement
4. Master Facilities Lease
5. Master Facilities Sublease
6. Bond Purchase Agreement
7. Preliminary Official Statement

### APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/04/15 11:09 AM
City Manager Approval	<u>✓ Approved</u>	11/04/15 2:34 PM



## RESOLUTION NO. 2015-55

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC FINANCING AUTHORITY OF NOT TO EXCEED \$11,000,000 AGGREGATE PRINCIPAL AMOUNT OF LEASE REVENUE BONDS, SERIES 2015 TO FINANCE CERTAIN CAPITAL IMPROVEMENTS; AUTHORIZING EXECUTION AND DELIVERY OF A MASTER FACILITIES LEASE, A MASTER FACILITIES SUBLEASE AND A BOND PURCHASE AGREEMENT; APPROVING FORM OF OFFICIAL STATEMENT; AND AUTHORIZING EXECUTION OF DOCUMENTS AND THE TAKING OF ALL NECESSARY ACTIONS RELATING TO THE FINANCING WITH THE MORENO VALLEY PUBLIC FINANCING AUTHORITY

WHEREAS, the City of Moreno Valley (the "City") and the former Community Redevelopment Agency of the City of Moreno Valley (the "Agency") have heretofore executed a Joint Exercise of Powers Agreement, dated as of October 28, 1997 (the "Joint Powers Agreement"), by and between the City and the Agency, which Joint Powers Agreement creates and establishes the Moreno Valley Public Financing Authority (the "Authority"); and

WHEREAS, pursuant to Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Marks-Roos Local Bond Pooling Act of 1985") and the Joint Powers Agreement, the Authority is authorized to issue bonds for financing and refinancing public capital improvements whenever there are significant public benefits to be realized; and

WHEREAS, the City desires to approve the Authority's issuance of not to exceed \$11,000,000 in aggregate principal amount of Moreno Valley Public Financing Authority Lease Revenue Refunding Bonds, Series 2015 (Taxable) (the "Bonds") for the purpose of financing certain capital facilities (the "2015 Project"); and

WHEREAS, in order to finance the 2015 Project, the City desires to lease to the Authority certain facilities (the "Facilities") pursuant to a facilities lease (the "Facilities Lease") between the City and the Authority, and the City desires to lease back from the Authority the Facilities pursuant to a facilities sublease (the "Facilities Sublease") between the Authority and the City; and

WHEREAS, the Authority will enter into a Bond Purchase Agreement (the "Bond Purchase Agreement") with Stifel, Nicolaus & Company, Incorporated (the "Underwriter"); and

1  
Resolution No. 2015-55  
Date Adopted: November 10, 2015

WHEREAS, there have been submitted and are on file with the City Clerk proposed forms of the Master Facilities Lease, Master Facilities Sublease and Bond Purchase Agreement, an Official Statement with respect to the Bonds proposed to be sold by the Authority, and a Master Trust Agreement by and between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trust Agreement"); and

WHEREAS, the issuance of the Bonds by the Authority and the execution and delivery of the Master Facilities Lease and Master Facilities Sublease will result in significant public benefits through demonstrable savings in the effective interest rates and bond issuance costs and a more efficient delivery of City services to residential and commercial development, and that it furthers the public purpose to assist in such financing;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY HEREBY FINDS, DETERMINES, DECLARES AND RESOLVES AS FOLLOWS:

Section 1. All of the recitals set forth above are true and correct, and the City Council so finds and determines.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority, in an aggregate principal amount not to exceed \$11,000,000, to finance the 2015 Project. The City Manager, Chief Financial Officer and Financial and Administrative Services Director (the "Authorized Officers" of the City are hereby directed to perform the duties, if any, imposed upon each of them by the provisions of the financing documents approved herein, including the Trust Agreement for the Bonds, the Master Facilities Sublease, the Master Facilities Lease and the Purchase Agreement.

Section 3. The proposed form of Master Facilities Lease, by and between the City and the Authority, on file with the City Clerk, is hereby approved. The Authorized Officers, jointly and severally, are hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver a facilities lease in substantially said form, with such changes therein as such officers may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the term of said facilities lease shall end no later than November 1, 2046, plus an extension period of not to exceed 10 years.

Section 4. The proposed form of Master Facilities Sublease, by and between the Authority and City, on file with the City Clerk, is hereby approved. The Authorized Officers, jointly and severally, are hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver a facilities sublease in substantially said form, with such changes therein as such officers may require or approve, such approval to be conclusively evidenced by the execution and delivery

thereof; provided, however, that the term of said facilities sublease shall end no later than November 1, 2046, plus an extension period of not to exceed 10 years.

Section 5. The proposed form of Bond Purchase Agreement, by and among the Underwriter, the Authority and the City, on file with the City Clerk, is hereby approved. The Authorized Officers, jointly and severally, or any such officer's designee, are each hereby authorized and directed, on behalf of the City, to execute and deliver a bond purchase contract in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, the underwriting discount (not including original issue discount) shall not exceed 1.0% of the aggregate principal amount of the Bonds.

Section 6. The proposed form of Official Statement relating to the Bonds (the "Official Statement"), on file with the City Clerk, is hereby approved. The Authorized Officers, jointly and severally, are hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver an Official Statement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof. The Underwriter is hereby directed to distribute copies of the Official Statement to all actual purchasers of the Bonds. Distribution by the Underwriter of a preliminary Official Statement relating to the Bonds is hereby approved and the Authorized Officers, jointly and severally, are hereby authorized and directed, to execute a certificate confirming that the preliminary Official Statement has been "deemed final" by the City for purposes of Securities and Exchange Commission Rule 15c2-12.

Section 7. The Authorized Officers, jointly and severally, are hereby authorized on behalf of the City to execute and deliver a Continuing Disclosure Certificate with Wells Fargo Bank, National Association, as trustee, containing such covenants of the City as shall be necessary to comply with the requirements of Securities and Exchange Commission Rule 15c2-12. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of such Continuing Disclosure Certificate.

Section 8. The Authorized Officers and City Council members of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents and certificates which they deem necessary or advisable in order to consummate the execution and delivery of the documents mentioned herein and otherwise to effectuate the purposes of this Resolution and the transactions contemplated hereby, including but not limited to obtaining bond insurance or a reserve fund surety.

Section 9. All actions heretofore taken by the officers and agents of the Council of the City with respect to the refinancing are hereby ratified, confirmed and approved.

3  
Resolution No. 2015-55  
Date Adopted: November 10, 2015

Section 10. This Resolution shall take effect from and after its adoption and approval.

APPROVED AND ADOPTED this 10th day of November, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

4  
Resolution No. 2015-55  
Date Adopted: November 10, 2015

Attachment: Resolution 2015-55 [Revision 1] (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY

**RESOLUTION JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2015-55 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10th day of November, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

5  
Resolution No. 2015-55  
Date Adopted: November 10, 2015

Attachment: Resolution 2015-55 [Revision 1] (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY

## RESOLUTION NO. MVPFA 2015-01

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF LEASE REVENUE BONDS TO FINANCE CERTAIN CAPITAL FACILITIES; APPROVING THE FORMS OF A MASTER TRUST AGREEMENT, A MASTER FACILITIES LEASE, A MASTER FACILITIES SUBLEASE AND A BOND PURCHASE AGREEMENT; APPROVING AN OFFICIAL STATEMENT DESCRIBING SAID BONDS; AND AUTHORIZING EXECUTION OF DOCUMENTS AND THE TAKING OF ALL NECESSARY ACTIONS RELATING TO THE ISSUANCE OF THE BONDS

WHEREAS, the City of Moreno Valley (the "City") and the former Community Redevelopment Agency of the City of Moreno Valley (the "Agency") have heretofore executed a Joint Exercise of Powers Agreement, dated as of October 28, 1997 (the "Joint Powers Agreement"), by and between the City and the Agency, which Joint Powers Agreement creates and establishes the Moreno Valley Public Financing Authority (the "Authority"); and

WHEREAS, pursuant to Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Marks-Roos Local Bond Pooling Act of 1985") and the Joint Powers Agreement, the Authority is authorized to issue bonds for financing and refinancing public capital improvements whenever there are significant public benefits to be realized; and

WHEREAS, the Authority desires to issue bonds for the purpose of financing certain capital facilities (the "2015 Project"); and

WHEREAS, this Board of the Authority hereby determines that there are significant public benefits, including through demonstrable savings in the effective interest rates and bond issuance costs expected to be paid for the Bonds (as defined herein) and a more efficient delivery of City services to residential and commercial development, and that it furthers the public purpose to assist in such financing; and

WHEREAS, in order to achieve such significant public benefits and public purpose, this Board of the Authority desires to authorize the issuance and sale of not to exceed \$11,000,000 in aggregate principal amount of its Moreno Valley Public Financing Authority Lease Revenue Bonds, Series 2015 (Taxable) (the "Bonds"); and

WHEREAS, the Authority desires to enter into a Bond Purchase Agreement (the "Bond Purchase Agreement") for the Bonds with Stifel, Nicolaus & Company, Incorporated (the "Underwriter"); and

WHEREAS, the Authority desires to enter into a Master Trust Agreement (the "Trust Agreement") with Wells Fargo Bank, National Association, as trustee (the "Trustee"), for the purpose of securing the Bonds; and

WHEREAS, in order to finance the 2015 Project, the Authority desires to lease from the City certain facilities (the "Facilities") pursuant to a Master Facilities Lease (the "Facilities Lease") between the City and the Authority, and the Authority desires to lease back to the City the Facilities pursuant to a Master Facilities Sublease (the "Facilities Sublease") between the Authority and the City; and

WHEREAS, proposed forms of the Trust Agreement, Facilities Lease, Facilities Sublease and Bond Purchase Agreement are on file with the Secretary of the Authority;

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY PUBLIC FINANCING AUTHORITY HEREBY FINDS, DETERMINES, DECLARES AND RESOLVES, AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and the Authority hereby so finds and determines.

Section 2. The issuance and sale of the Moreno Valley Public Financing Authority Lease Revenue Bonds, Series 2015 (Taxable), in an aggregate principal amount not to exceed \$11,000,000, are hereby approved.

Section 3. The proposed form of Trust Agreement, by and between the Authority and Trustee, on file with the Secretary of the Authority, is hereby approved. The Chairman, the Vice Chairman, the Executive Director, the Treasurer and the Secretary (each an "Authorized Officer"), jointly and severally, are hereby authorized and directed for and in the name and on behalf of the Authority, to execute and deliver the Trust Agreement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof. The date, maturity date or dates (not to exceed November 1, 2046), interest rate or rates (not to exceed a true interest cost of 7.0% per annum), interest payment dates, series, denominations, forms, registration privileges, manner of execution, place or places of payment, terms of redemption and other terms of the Bonds shall be as provided in the Trust Agreement, as finally executed.

Section 4. The proposed form of Facilities Lease, by and between the City and the Authority, on file with the Secretary of the Authority, is hereby approved. The Authorized Officers, jointly and severally, are hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver a facilities lease in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the term of said facilities lease shall end no later than May 1, 2046, plus an extension period of not to exceed 10 years.

Section 5. The proposed form of Facilities Sublease, by and between the Authority and City, on file with the Secretary of the Authority, is hereby approved. The Authorized Officers, jointly and severally, are hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver a facilities sublease in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the term of said facilities sublease shall end no later than May 1, 2046, plus an extension period of not to exceed 10 years.

Section 6. The proposed form of Bond Purchase Agreement among the Authority, the Underwriter and the City, on file with the Secretary of the Authority, is hereby approved. The Authorized Officers, jointly and severally, are hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver a bond purchase contract in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, the underwriting discount (not including original issue discount) shall not exceed 1.0% of the aggregate principal amount of the Bonds.

Section 7. The proposed form of Official Statement relating to the Bonds (the "Official Statement"), on file with the Secretary of the Authority and incorporated into this Resolution by reference, is hereby approved. The Authorized Officers, jointly and severally, are hereby authorized and directed, for the Authority, to execute and deliver an Official Statement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof. The Underwriter is hereby directed to distribute copies of the Official Statement to all actual purchasers of the Bonds. Distribution by the Underwriter of a preliminary Official Statement relating to the Bonds is hereby approved and the Authorized Officers, jointly and severally, are hereby authorized and directed, to execute a certificate confirming that the preliminary Official Statement has been "deemed final" by the Authority for purposes of Securities and Exchange Commission Rule 15c2-12.

Section 8. The Authorized Officers, jointly and severally, are hereby authorized on behalf of the Authority to execute and deliver a Continuing Disclosure Certificate with Wells Fargo Bank, National Association, as trustee, containing such covenants of the Authority as shall be necessary to comply with the requirements of Securities and Exchange Commission Rule 15c2-12. The Authority hereby covenants and agrees that it will comply with and carry out all of the provisions of such Continuing Disclosure Certificate.

Section 9. The Board hereby appoints Orrick, Herrington & Sutcliffe, LLP, as Bond Counsel and Stifel, Nicolaus & Company, Incorporated, as the Underwriter for the Bonds, and approves Stradling Yocca Carlson & Rauth, as counsel for the Underwriter.



Section 10. The officers and directors of the Authority are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents and certificates which they deem necessary or advisable in order to consummate the issuance, sale and delivery of the Bonds and otherwise to effectuate the purposes of this Resolution and the transactions contemplated hereby, including but not limited to obtaining bond insurance or a reserve fund surety.

Section 11. The officers and board members of the Authority are hereby authorized and directed, jointly and severally, to execute and deliver any Certificate of the Authority or Written Request of the Authority required to be delivered pursuant to the Trust Agreement.

Section 12. This Resolution shall take effect from and after its adoption.

APPROVED AND ADOPTED this 10th day of November, 2015.

\_\_\_\_\_  
Mayor of the City of Moreno Valley,  
Acting in the capacity of Chairman of the  
Moreno Valley Public Financing Authority

ATTEST:

\_\_\_\_\_  
City Clerk, acting in the capacity of  
Secretary of Moreno Valley Public  
Financing Authority

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, acting in the capacity  
of General Counsel of the Moreno  
Valley Public Financing Authority

**RESOLUTION JURAT**

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

I, Jane Halstead, Secretary of the Moreno Valley Public Financing Authority, do hereby certify that Resolution No. MVPFA 2015-01 was duly and regularly adopted by the members of the Board of Directors of said Authority at a regular meeting thereof held on the 10th day of November, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-Chairman and Chairman)

\_\_\_\_\_  
Secretary of the  
Moreno Valley Public Financing Authority

(SEAL)

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MASTER TRUST AGREEMENT

between the  
MORENO VALLEY PUBLIC FINANCING AUTHORITY  
and  
WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Trustee

Dated as of [DATED DATE]

\$XX,000,000  
Moreno Valley Public Financing Authority  
Lease Revenue Bonds, Series 2015 (Taxable)

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Attachment: Master Trust Agreement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC

**MASTER TRUST AGREEMENT**

THIS MASTER TRUST AGREEMENT dated as of [DATED DATE] (the “Trust Agreement”), by and between the MORENO VALLEY PUBLIC FINANCING AUTHORITY (the “Authority”), a public entity and agency (duly organized and existing pursuant to an Agreement entitled “Joint Exercise of Powers Agreement” by and between the City of Moreno Valley and the Redevelopment Agency of the City of Moreno Valley), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States, as trustee (the “Trustee”);

**WITNESSETH:**

**WHEREAS**, the Authority is a joint exercise of powers authority duly organized and operating pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (hereinafter, the “Act”);

**WHEREAS**, Article 4 of the Act authorizes and empowers the Authority to issue bonds to assist local agencies in financing projects and programs consisting of certain public improvements or working capital or liability and other insurance needs whenever a local agency determines that there are significant public benefits from so doing;

**WHEREAS**, the City of Moreno Valley (the “City”) has determined that the consummation of the transactions contemplated in the Facilities Sublease, Facilities Lease (as such terms are hereinafter defined) and this Trust Agreement will result in significant public benefits;

**WHEREAS**, the Authority is empowered pursuant to the Facilities Lease, the Facilities Sublease, and the aforementioned Article 4 of the Act to cause the lease of the Facilities (as hereinafter defined), and to finance and refinance certain capital facilities of the City through the issuance of its bonds, including the capital facilities described in Exhibit B attached hereto (the “2015 Project”);

**WHEREAS**, the Authority has authorized the issuance of its Lease Revenue Bonds, Series 2015 (the “Series 2015 Bonds”), in an aggregate principal amount of \$XX,000,000 to assist in financing the 2015 Project;

**WHEREAS**, to provide for the authentication and delivery of the Bonds (as hereinafter defined), to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the full and timely payment of the principal thereof and premium, if any, and interest thereon, the Authority has authorized the execution and delivery of this Trust Agreement;

**WHEREAS**, the Authority has determined that all acts and proceedings required by law necessary to make the Bonds, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Authority payable in accordance with their terms, and to constitute this Trust Agreement a valid and binding agreement of the parties hereto for the uses and purposes herein set forth, have been done and taken, and have been in all respects duly authorized;

Attachment: Master Trust Agreement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC



NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH, that in order to secure the full and timely payment of the principal of, premium, if any, and the interest on all Bonds at any time issued and outstanding under this Trust Agreement, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the holders thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Authority does hereby covenant and agree with the Trustee, for the benefit of the respective holders from time to time of the Bonds, as follows:

## ARTICLE I

### DEFINITIONS; EQUAL SECURITY

**SECTION 1.01 Definitions.** Unless the context otherwise requires, the terms defined in this Section shall for all purposes hereof and of any Supplemental Trust Agreement and of any certificate, opinion, request or other document herein or therein mentioned have the meanings herein specified, unless otherwise defined in such other document. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Facilities Sublease.

#### Acquisition and Construction Fund

The term “Acquisition and Construction Fund” means the fund held by the Trustee pursuant to Section 3.01.

#### Act

The term “Act” means the Joint Exercise of Powers Act (being Chapter 5 of Division 7 of Title 1 of the Government Code of the State, as amended) and all laws amendatory thereof or supplemental thereto.

#### Authority

The term “Authority” means the Moreno Valley Public Financing Authority created pursuant to the Act and its successors and assigns in accordance herewith.

#### Authorized Denominations

The term “Authorized Denominations” means \$5,000 or any integral multiple thereof.

#### Base Rental Payments

The term “Base Rental Payments” shall have the meaning ascribed to such term in the Facilities Sublease.

Bond Counsel

The term “Bond Counsel” means counsel of recognized national standing in the field of law relating to municipal bonds, appointed by the Authority.

Bonds, Series 2015 Bonds, Additional Bonds, Serial Bonds, Term Bonds

The term “Bonds” means the Series 2015 Bonds and all Additional Bonds. The term “Series 2015 Bonds” means all bonds of the Authority authorized by and at any time Outstanding pursuant hereto and executed, issued and delivered in accordance with Section 2.02(a) and Section 3.01. The term “Additional Bonds” means all bonds of the Authority authorized by and at any time Outstanding pursuant hereto and executed, issued and delivered in accordance with Article III. The term “Serial Bonds” means Bonds for which no sinking fund payments are provided. The term “Term Bonds” means Bonds which are payable on or before their specified maturity dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

Bond Insurance Policy

The term “Bond Insurance Policy” means each municipal bond insurance policy, if any, issued by the applicable Bond Insurer and guaranteeing, in whole or in part, the payment of principal or accreted value of and interest on a Series of Bonds.

Bond Insurer

The term “Bond Insurer” means any issuer or issuers of a policy or policies of municipal bond insurance obtained by the City to insure the payment of principal or accreted value of and interest on a Series of Bonds executed and delivered under the Trust Agreement, when due otherwise than by acceleration, and which, in fact, are at any time insuring such Series of Bonds. For the purposes of this definition, all consents, approvals or actions required by the Bond Insurer shall be by action of a majority of all Bond Insurers (based upon the aggregate principal amount of Outstanding Bonds insured by each such Bond Insurer) if there is more than a single Bond Insurer. The Bond Insurer with respect to the Series 2015 Bonds is Assured Guaranty Municipal Corp.

Bond Year

The term “Bond Year” means the twelve (12)-month period ending on November 1 of each year to which reference is made.

Bondholder; Holder; Owner

The term “Bondholder,” “Holder” or “Owner” means any person who shall be the registered owner of any Outstanding Bond.

Business Day

The term “Business Day” means a day that is not a Saturday, Sunday or legal holiday on which banking institutions in the State of New York or California are authorized to remain closed, or a day on which the Federal Reserve System is closed.

Certificate of the Authority

The term “Certificate of the Authority” means an instrument in writing signed by the Chair, Vice-Chair, Executive Director, Secretary or Treasurer of the Authority, or by any other person (whether or not an officer of the Authority) who is specifically authorized by resolution of the Authority for that purpose.

Certificate of the City

The term “Certificate of the City” means an instrument in writing signed by the Mayor, Vice-Mayor, City Manager or Finance Director/Treasurer of the City, or by any such officials’ duly appointed designee, or by any other officer or employee of the City duly authorized by the City Council of the City for that purpose.

City

The term “City” means the City of Moreno Valley, a city organized and validly existing under the Constitution and general laws of the State.

Code

The term “Code” means the Internal Revenue Code of 1986, as amended.

Continuing Disclosure Certificate

The term Continuing Disclosure Certificate shall mean that certain Continuing Disclosure Certificate executed by the City dated the date of issuance and delivery of the Series 2015 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Costs of Issuance

The term “Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the City or the Authority and related to the authorization, execution and delivery of the Facilities Lease, the Facilities Sublease, this Trust Agreement and the issuance and sale of the Bonds, including, but not limited to, costs of preparation and reproduction of documents, costs of rating agencies and costs to provide information required by rating agencies, filing and recording fees, fees and charges of the Trustee, legal fees and charges, fees and disbursements of consultants and professionals, fees and charges for preparation, execution and safekeeping of the Bonds, fees of the Authority and any other authorized cost, charge or fee in connection with the issuance of the Bonds.

Costs of Issuance Fund

The term “Costs of Issuance Fund” means the fund by that name established pursuant to Section 3.01.

Debt Service

The term “Debt Service” means, for any Fiscal Year or other period, the sum of (1) the interest accruing during such Fiscal Year or other period on all Outstanding Bonds, assuming that all Outstanding Serial Bonds are retired as scheduled and that all Outstanding Term Bonds are redeemed or paid from sinking fund payments as scheduled (except to the extent that such interest is to be paid from the proceeds of sale of any Bonds so long as such funded interest is in an amount equal to the gross amount necessary to pay such interest on the Bonds and is invested in direct obligations of the United States which mature no later than the related Interest Payment Date), (2) the principal amount of all Outstanding Serial Bonds maturing during such Fiscal Year or other period, and (3) the principal amount of all Outstanding Term Bonds required to be redeemed or paid (together with the redemption premiums, if any, thereon) during such Fiscal Year or other period.

Depository

The term “Depository” shall mean DTC or another recognized securities depository selected by the Authority which maintains a book-entry system for the Bonds.

DTC

The term “DTC” means The Depository Trust Company, New York, New York.

Escrow Account

The term “Escrow Account” means the account by that name established pursuant to Section 3.01 hereof.

Event of Default

The term “Event of Default” shall have the meaning specified in Section 7.01.

Facilities

The term “Facilities” means the buildings, other improvements and facilities described in Exhibit A to the Facilities Sublease, including all real property on which such buildings, other improvements and facilities are located, or any portion thereof, or any City buildings, other improvements and facilities added thereto or substituted therefor, or any portion thereof, in accordance with the Facilities Sublease and this Trust Agreement; subject, however, to any conditions, reservations and easements of record known to the City.

Facilities Lease

The term “Facilities Lease” means that certain lease, entitled “Master Facilities Lease”, by and between the City and the Authority, dated as of [DATED DATE], as originally executed and recorded or as it may from time to time be supplemented, modified or amended pursuant to the provisions hereof and thereof.

Facilities Sublease

The term “Facilities Sublease” means that certain lease, entitled “Master Facilities Sublease”, by and between the Authority and the City, dated as of [DATED DATE], as originally executed and recorded or as it may from time to time be supplemented, modified or amended pursuant to the provisions hereof and thereof.

Financial Newspaper

The term “Financial Newspaper” means The Wall Street Journal or The Bond Buyer, or any other newspaper or journal printed in the English language, publishing financial news, and selected by the Authority.

Fiscal Year

The term “Fiscal Year” means the twelve (12) month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the Authority as its Fiscal Year in accordance with applicable law.

Government Securities

The term “Government Securities” means United States of America Treasury bills, notes, bonds or certificates of indebtedness, or obligations the timely payment of which is guaranteed directly by the United States of America, including evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations; provided that investments in such proportionate interests must be limited to circumstances wherein (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; (c) the underlying obligations are not redeemable prior to maturity, and (d) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated.

Independent Certified Public Accountant

The term “Independent Certified Public Accountant” means any certified public accountant or firm of such accountants duly licensed and entitled to practice and practicing as such under the laws of the State or a comparable successor, appointed and paid by the Authority, and who, or each of whom --

(1) is in fact independent according to the Statement of Auditing Standards No. 1 and not under the domination of the Authority or the City;

(2) does not have a substantial financial interest, direct or indirect, in the operations of the Authority or the City; and

(3) is not connected with the Authority or the City as a member, officer or employee of the Authority or the City, but who may be regularly retained to audit the accounting records of and make reports thereon to the Authority or the City.

Information Services

The term “Information Services” means the Electronic Municipal Market Access System of the Municipal Rulemaking Board; and in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to called bonds, or such services as the Authority may designate in a Certificate of the Authority delivered to the Trustee.

Interest Payment Date

The term “Interest Payment Date” means May 1 and November 1 in each year, commencing November 1, 2015.

Joint Powers Agreement

The term “Joint Powers Agreement” means the Joint Exercise of Powers Agreement by and between the City and the former Community Redevelopment Agency of the City of Moreno Valley, dated October 28, 1997, as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions hereof and thereof.

Mandatory Sinking Account Payment

The term “Mandatory Sinking Account Payment” means the principal amount of any Bond required to be paid on each Mandatory Sinking Account Payment Date pursuant to the terms of this Trust Agreement or any Supplemental Trust Agreement.

Mandatory Sinking Account Payment Date

The term “Mandatory Sinking Account Payment Date,” if applicable, means November 1 of each year set forth in Section 4.03 and in any Supplemental Trust Agreement.

Moody’s

The term “Moody’s” means Moody’s Investors Service, Inc. a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the City.

Opinion of Counsel

The term “Opinion of Counsel” means a written opinion of Bond Counsel.

Outstanding

The term “Outstanding,” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 9.02) all Bonds except

- (1) Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;
- (2) Bonds paid or deemed to have been paid within the meaning of Section 10.01; and
- (3) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered by the Authority pursuant hereto.

Permitted Encumbrances

The term “Permitted Encumbrances” means (1) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the City may, pursuant to the Facilities Sublease, permit to remain unpaid; (2) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of recordation of the Facilities Sublease in the office of the County Recorder of the County of Riverside and which the City certifies in writing will not materially impair the use of the Facilities; (3) the Facilities Lease, as it may be amended from time to time; (4) the Facilities Sublease, as it may be amended from time to time; (5) this Trust Agreement, as it may be amended from time to time; (6) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (7) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions to which the Authority and the City consent in writing and certify to the Trustee will not materially impair the leasehold interests of the Authority or use of the Facilities by the City; and (8) subleases and assignments of the City which will not adversely affect the exclusion from gross income of interest on the Bonds.

Permitted Investments

The term “Permitted Investments” means any of the following, if and to the extent each is permissible for investment of funds of the Authority, as stated in its current investment policy and pursuant to applicable laws:

- (1) Government Securities;
- (2) Any obligations which are then legal investments for moneys of the City under the laws of the State of California; provided that such investments shall be rated in the highest short-term or one of the three highest long-term Rating Categories by the Rating Agencies or deposits which are fully insured by the FDIC;

(3) Debentures of the Federal Housing Administration; or obligations of the following agencies which are not guaranteed by the United States of America: (i) participation certificates or debt obligations of the Federal Home Loan Mortgage Corporation; (ii) consolidated system-wide bonds and notes of the Farm Credit Banks (consisting of Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives); (iii) consolidated debt obligations or letter of credit-backed issues of the Federal Home Loan Banks; (iv) mortgage-backed securities (excluding stripped mortgage securities which are valued greater than par on the portion of unpaid principal or debt obligations of the Federal National Mortgage Association; or (v) letter of credit-backed issues or debt obligations of the Student Loan Marketing Association;

(4) Money markets or mutual funds which are rated by S&P “AAAm-G” or “AAAm” or higher and, if rated by Moody’s, are rated “Aaa” or higher, which funds may include funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services;

(5) Any investment agreement with, or guaranteed by, a financial institution the long-term unsecured obligations or the claims paying ability of which are rated in any of the three highest Rating Categories by the Rating Agencies at the time of initial investment, by the terms of which all amounts invested thereunder are required to be withdrawn and paid to the Trustee in the event such rating at any time falls below any of the three highest Rating Categories of the Rating Agencies; provided that any such investment agreement shall have been provided to the Rating Agencies;

(6) The Local Agency Investment Fund of the State of California; and

(7) Any other investment selected by the Authority which does not adversely affect the then-current rating on the Bonds.

The Trustee may conclusively rely on the Written Request of the Authority or the City as evidence that such investment is a Permitted Investment hereunder.

Person

The term “Person” means a corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

Principal Office

The term “Principal Office” refers to the office of the Trustee noted in Section 12.12 and such other offices as the Trustee may designate from time to time except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.



Principal Payment Date

The term “Principal Payment Date” means any date on which principal of the Bonds is required to be paid (whether by reason of maturity or redemption).

Projects; 2015 Project; Additional Projects

The term “Projects” means the 2015 Project and all Additional Projects.

The term “2015 Project” means capital facilities described in Exhibit B attached hereto.

The term “Additional Projects” means public capital improvements, including equipment, located within the City and financed in whole or in part with the proceeds of Additional Bonds.

Project Costs

The term “Project Costs” means all costs of acquisition and construction of the Projects and of expenses incident thereto (or for making reimbursements to the Authority or the City or any other person, firm or corporation for such costs theretofore paid by him or it), including, but not limited to, architectural and engineering fees and expenses, interest during construction, furnishings and equipment, tests and inspection, surveys, land acquisition, insurance premiums, losses during construction not insured against because of deductible amounts, costs related to the Trustee during construction, costs of accounting, feasibility, environmental and other reports, inspection costs, permit fees, filing and recording costs, printing costs, reproduction and binding costs.

Rating Agencies

The term “Rating Agencies” means, as of any date, (a) Moody’s, if Moody’s then maintains a rating on the Bonds, and (b) S&P, if S&P then maintains a rating on the Bonds.

Rating Category

The term “Rating Category” means one of the general long-term (or short-term, if so specifically provided) rating categories of either Moody’s and S&P, without regard to any refinement or gradation of such rating category by a numerical modifier or otherwise.

Record Date

The term “Record Date” means the close of business on the fifteenth (15th) calendar day (whether or not a Business Day) of the month preceding any Interest Payment Date.

Redemption Date

The term “Redemption Date” shall mean the date fixed for redemption of any Bonds.

Redemption Price

The term “Redemption Price” means, with respect to any Bond (or portion thereof), the principal amount of such Bond (or portion) plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Bond and this Trust Agreement.

Representation Letter

The term “Representation Letter” means the blanket letter of representation of the Authority to DTC or any similar letter to a substitute depository.

Reserve Facility

The term “Reserve Facility” means a letter of credit or other credit facility issued by a financial institution or other form of credit enhancement and any replacements thereto, including, but not limited to, surety bonds and guarantees delivered to the Trustee to meet all or a portion of the Reserve Fund Requirement.

Reserve Policy

The term “Reserve Policy” means the Municipal Bond Debt Service Reserve Insurance Policy, and any Endorsement thereto, issued by the Reserve Insurer under which claims may be made in order to provide moneys in the Reserve Fund available for the purposes thereof.

Reserve Fund

The term “Reserve Fund” means the fund by that name established in accordance with Section 3.03 hereof.

Reserve Fund Requirement

The term “Reserve Fund Requirement” means, with respect to each Series of Bonds, an amount equal to an amount equal to the least of (i) maximum prospective annual Base Rental Payments with respect to Outstanding Bonds to be made by the City under the Sublease, (ii) 10% of the proceeds of the Bonds or (iii) 125% of the average annual Base Rental Payments with respect to Outstanding Bonds to be made by the City under the Sublease. The Reserve Fund Requirement with respect to any Series of Bonds may be satisfied by crediting to the account established within the Reserve Fund for such Series of Bonds a Reserve Facility.

Reserve Insurer

The term “Reserve Insurer” means Assured Guaranty Municipal Corp., or any successor thereto.

Responsible Officer

The term “Responsible Officer” means any officer of the Trustee assigned to administer its duties under this Trust Agreement.

Revenues

The term “Revenues” means (i) all Base Rental Payments and other payments paid by the City and received by the Authority pursuant to the Facilities Sublease (but not Additional Payments), and (ii) all interest or other income from any investment, pursuant to Section 5.05, of any money in any fund or account (other than the Rebate Fund) established pursuant to this Trust Agreement or the Facilities Sublease.

Securities Depositories

The term “Securities Depositories” means: The Depository Trust Company or such other securities depositories as the Authority may designate to the Trustee.

Series

The term “Series,” whenever used herein with respect to Bonds, means all of the Bonds designated as being of the same series, authenticated and delivered in a simultaneous transaction, regardless of variations in maturity, interest rate, redemption and other provisions, and any Bonds thereafter authenticated and delivered upon transfer or exchange of or in lieu of or in substitution for (but not to refund) such Bonds as herein provided.

S&P

The term “S&P” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term S&P shall be deemed to refer to any other nationally recognized securities rating agency selected by the City.

State

The term “State” means the State of California.

Supplemental Trust Agreement

The term “Supplemental Trust Agreement” means any trust agreement then in full force and effect which has been duly executed and delivered by the Authority and the Trustee amendatory hereof or supplemental hereto; but only if and to the extent that such Supplemental Trust Agreement is executed and delivered pursuant to the provisions hereof.

Tax Certificate

The term “Tax Certificate” means the Tax Certificate delivered by the Authority at the time of the issuance and delivery of a Series of Bonds, as the same may be amended or supplemented in accordance with its terms.

Treasurer

The term “Treasurer” means the Treasurer and Controller of the Authority designated pursuant to the Joint Powers Agreement.

Trust Agreement

The term “Trust Agreement” means this Master Trust Agreement, dated as of [DATED DATE] between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Trust Agreements executed pursuant to the provisions hereof.

Trustee

The term “Trustee” means Wells Fargo Bank, National Association, or any other association or corporation which may at any time be substituted in its place as provided in Section 8.01.

Written Request of the Authority

The term “Written Request of the Authority” means an instrument in writing signed by or on behalf of the Authority by its Chair, Vice-Chair, Executive Director or Treasurer or by any other person (whether or not an officer of the Authority) who is specifically authorized by resolution of the Authority for that purpose.

Written Request of the City

The term “Written Request of the City” means an instrument in writing to the Trustee signed by the Mayor, Vice-Mayor, City Manager, or the Finance Director/Treasurer of the City, or by any such officer’s duly appointed designee, or by any other officer or employee of the City duly authorized by the City for that purpose.

**SECTION 1.02 Equal Security.** In consideration of the acceptance of the Bonds by the Bondholders thereof, this Trust Agreement shall be deemed to be and shall constitute a contract among the Authority, the Trustee and the Bondholders from time to time of all Bonds authorized, executed, issued and delivered hereunder and then Outstanding to secure the full, timely and final payment of the interest on and principal of and redemption premiums, if any, on all Bonds which may from time to time be authorized, executed, issued and delivered hereunder, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the Authority shall be for the equal and proportionate benefit, protection and security of all Bondholders of the Bonds without distinction, preference or priority as to security or otherwise of any Bonds over

any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

**SECTION 1.03 Interpretation.** (a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean or include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

**ARTICLE II**

**THE BONDS**

**SECTION 2.01 Authorization of Bonds; Series 2015 Bonds.** (a) Bonds may be issued hereunder from time to time in order to obtain moneys to carry out the purposes of the Authority. The maximum principal amount of Bonds which may be issued hereunder is not limited. The Bonds are designated generally as “Moreno Valley Public Financing Authority Lease Revenue Bonds,” each Series thereof to bear such additional designation as may be necessary or appropriate to distinguish such Series from every other Series of Bonds. The Bonds may be issued in such Series as from time to time shall be established and authorized by the Authority, subject to the covenants, provisions and conditions herein contained.

(b) An initial Series of Bonds is hereby created and designated “Moreno Valley Public Financing Authority Lease Revenue Bonds, Series 2015 (Taxable).” The aggregate principal amount of Series 2015 Bonds which may be issued and Outstanding under this Trust Agreement shall not exceed \$XX,000,000.

(c) The Authority has reviewed all proceedings heretofore taken relative to the authorization of the Series 2015 Bonds and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2015 Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and that the Authority is now duly authorized, pursuant to each and every requirement of the Act, to issue the Series 2015 Bonds in the form and manner provided herein and that the Series 2015 Bonds shall be entitled to the benefit, protection and security of the provisions hereof.

(d) The validity of the issuance of the Series 2015 Bonds shall not be dependent on or affected in any way by the proceedings taken by the Authority for the financing of a capital improvement or by any contracts made by the Authority or its agents in connection therewith, and shall not be dependent upon the completion of a capital improvement or upon the performance by any person, firm or corporation of his or its obligation with respect thereto. The recital contained in the Series 2015 Bonds that the same are issued pursuant to the Act and pursuant hereto shall be conclusive evidence of their validity and of the regularity of their

issuance, and all Series 2015 Bonds shall be incontestable from and after their issuance. The Series 2015 Bonds shall be deemed to be issued, within the meaning hereof, whenever the definitive Series 2015 Bonds (or any temporary Series 2015 Bonds exchangeable therefor) shall have been delivered to the purchaser thereof and the proceeds of sale thereof received.

**SECTION 2.02 Terms of the Series 2015 Bonds.** (a) The Series 2015 Bonds shall be issued in the aggregate principal amount of \$XX,000,000. The Series 2015 Bonds shall be dated as of the date of initial delivery, shall be issued only in fully registered form in Authorized Denominations (not exceeding the principal amount of Series 2015 Bonds maturing at any one time), and shall mature in the years and in the principal amounts and bear interest at the rates as set forth in the following schedule, subject to prior redemption as described in Article IV hereof:

<u>Series 2015 Bonds</u>		
<u>Maturity Date</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>
[2016]		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
.....		
2046		

The Series 2015 Bonds shall bear interest at the rates set forth above, payable commencing November 1, 2015, and semiannually thereafter on May 1 and November 1 in each year. The Series 2015 Bonds shall bear interest from the Interest Payment Date next preceding the date of registration thereof, unless such date of registration is an Interest Payment Date, in which event they shall bear interest from such date, or unless such date of registration is prior to the first Interest Payment Date, in which event they shall bear interest from their dated date. The amount of interest so payable on any Interest Payment Date shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

(b) Payment of interest on the Series 2015 Bonds due on or before the maturity or prior redemption thereof shall be paid by check mailed by first class mail on each Interest Payment Date to the person in whose name the Bond is registered as of the applicable Record Date for such Interest Payment Date at the address shown on the registration books maintained by the Trustee pursuant to Section 2.09; provided, however, that interest on any Series of Bonds shall be paid by wire transfer or other means to provide immediately available funds to any Holder of at least \$1,000,000 in aggregate principal amount of such Series of Bonds, at its option, according to wire instructions to an account within the United States of

America given to the Trustee in writing for such purpose and on file prior to the applicable Record Date preceding the Interest Payment Date.

(c) Interest on any Bond shall cease to accrue (i) on the maturity date thereof, provided that there has been irrevocably deposited with the Trustee an amount sufficient to pay the principal amount thereof, plus interest accrued thereon to such date; or (ii) on the redemption date thereof, provided there has been irrevocably deposited with the Trustee an amount sufficient to pay the Redemption Price thereof, plus interest accrued thereon to such date. The Holder of such Bond shall not be entitled to any other payment, and such Bond shall no longer be Outstanding and entitled to the benefits of this Trust Agreement, except for the payment of the principal amount or Redemption Price, of such Bond, as appropriate, from moneys held by the Trustee for such payment.

(d) The principal of the Bonds shall be payable by check in lawful money of the United States of America at the Principal Office of the Trustee. No payment of principal shall be made on any Bond unless and until such Bond is surrendered to the Trustee for cancellation.

(e) The Trustee shall identify all payments (whether made by check or by wire transfer) of interest, principal, and premium by CUSIP number of the related Bonds.

**SECTION 2.03 Form of Series 2015 Bonds.** The Series 2015 Bonds and the authentication and registration endorsement and assignment to appear thereon shall be substantially in the forms set forth in Exhibit A hereto attached and by this reference herein incorporated.

**SECTION 2.04 [Reserved].**

**SECTION 2.05 [Reserved].**

**SECTION 2.06 Execution of Series 2015 Bonds.** The Executive Director of the Authority is hereby authorized and directed to execute each of the Series 2015 Bonds on behalf of the Authority and the Secretary of the Authority is hereby authorized and directed to countersign each of the Series 2015 Bonds on behalf of the Authority. The signatures of such Executive Director and Secretary may be by printed, lithographed or engraved by facsimile reproduction. In case any officer whose signature appears on the Series 2015 Bonds shall cease to be such officer before the delivery of the Series 2015 Bonds to the purchaser thereof, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery of the Series 2015 Bonds.

Only those Series 2015 Bonds bearing thereon a certificate of authentication in the form hereinbefore recited, executed manually and dated by the Trustee, shall be entitled to any benefit, protection or security hereunder or be valid or obligatory for any purpose, and such certificate of the Trustee shall be conclusive evidence that the Series 2015 Bonds so authenticated have been duly authorized, executed, issued and delivered hereunder and are entitled to the benefit, protection and security hereof.

**SECTION 2.07 Transfer and Payment of Bonds.** Any Bond may, in accordance with its terms, be transferred in the books required to be kept pursuant to the provisions of Section 2.09 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation accompanied by delivery of a duly executed written instrument of transfer in a form acceptable to the Trustee. Whenever any Bond or Bonds shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and deliver to the transferee a new Bond or Bonds of the same Series and maturity for a like aggregate principal amount of Authorized Denominations. The Trustee shall require the payment by the Bondholder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer as a condition precedent to the exercise of such privilege.

The Authority and the Trustee may, except as otherwise provided herein, deem and treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment thereof and for all other purposes, whether such Bond shall be overdue or not, and neither the Authority nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on and principal of and redemption premium, if any, on such Bond shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on such Bond to the extent of the sum or sums so paid.

The Trustee shall not be required to register the transfer of or exchange any Bonds which has been selected for redemption in whole or in part, from and after the day of mailing of a notice of redemption of such Bond selected for redemption in whole or in part as provided in Section 4.05 or during the period established by the Trustee for selection of Bonds for redemption.

**SECTION 2.08 Exchange of Bonds.** Bonds may be exchanged at the Principal Office of the Trustee for a like aggregate principal amount of Bonds of the same Series and maturity of other authorized denominations. The Trustee shall require the payment by the Bondholder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange as a condition precedent to the exercise of such privilege. The Trustee shall not be required to exchange any Bond which has been selected for redemption in whole or in part, from and after the day of mailing of a notice of redemption of such Bond selected for redemption in whole or in part as provided in Section 4.05 or during the period established by the Trustee for selection of Bonds for redemption.

**SECTION 2.09 Bond Registration Books.** The Trustee will keep at its office sufficient books for the registration and transfer of the Bonds, which during normal business hours shall be open to inspection by the Authority, and upon presentation for such purpose the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer the Bonds in such books as hereinabove provided.

**SECTION 2.10 Mutilated, Destroyed, Stolen or Lost Bonds; Temporary Bonds.** If any Bond shall become mutilated, the Trustee, at the expense of the Bondholder, shall thereupon authenticate and deliver a new Bond of like tenor and amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be cancelled.



If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to the Trustee and indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Bondholder, shall thereupon authenticate and deliver a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen.

The Trustee may require payment of a reasonable sum for each new Bond issued under this Section and of the expenses which may be incurred by the Authority and the Trustee in the premises. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Bonds of the same Series secured by this Trust Agreement. Neither the Authority nor the Trustee shall be required to treat both the original Bond and any replacement Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and replacement Bond shall be treated as one and the same.

The Bonds issued under this Trust Agreement may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Authority, shall be in fully registered form and may contain such reference to any of the provisions of this Trust Agreement as may be appropriate. Every temporary Bond shall be executed and authenticated as authorized by the Authority, in accordance with the terms of the Act. If the Authority issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Office of the Trustee, and the Trustee shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Trust Agreement as definitive Bonds delivered hereunder.

**SECTION 2.11 Special Covenants as to Book-Entry Only System for Series 2015 Bonds.** (a) Except as otherwise provided in subsections (b) and (c) of this Section, all of the Series 2015 Bonds initially issued shall be registered in the name of Cede & Co., as nominee for DTC, or such other nominee as DTC shall request pursuant to the Representation Letter. Payment of the interest on any Series 2015 Bond registered in the name of Cede & Co. shall be made on each Interest Payment Date for such Series 2015 Bonds to the account, in the manner and at the address indicated in or pursuant to the Representation Letter.

(b) The Series 2015 Bonds initially shall be issued in the form of a single authenticated fully registered bond for each stated maturity of such Series 2015 Bonds, representing the aggregate principal amount of the Series 2015 Bonds of such maturity. Upon initial issuance, the ownership of all such Series 2015 Bonds shall be registered in the registration records maintained by the Trustee pursuant to Section 2.09 in the name of Cede & Co., as nominee of DTC, or such other nominee as DTC shall request pursuant to the Representation Letter. The Trustee, the Authority and any paying agent may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2015 Bonds registered in its name for the purposes of payment of the principal or redemption price of and interest on such Series 2015

Bonds, selecting the Series 2015 Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders hereunder, registering the transfer of Series 2015 Bonds, obtaining any consent or other action to be taken by Bondholders of the Series 2015 Bonds and for all other purposes whatsoever; and neither the Trustee nor the Authority or any paying agent shall be affected by any notice to the contrary. Neither the Trustee nor the Authority or any paying agent shall have any responsibility or obligation to any “Participant” (which shall mean, for purposes of this Section, securities brokers and dealers, banks, trust companies, clearing corporations and other entities, some of whom directly or indirectly own DTC), any person claiming a beneficial ownership interest in the Series 2015 Bonds under or through DTC or any Participant, or any other person which is not shown on the registration records as being a Bondholder, with respect to (i) the accuracy of any records maintained by DTC or any Participant, (ii) the payment by DTC or any Participant of any amount in respect of the principal or redemption price of or interest on the Series 2015 Bonds, (iii) any notice which is permitted or required to be given to Bondholders of Series 2015 Bonds hereunder, (iv) the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Series 2015 Bonds, or (v) any consent given or other action taken by DTC as Bondholder of Series 2015 Bonds. The Trustee shall pay all principal of and premium, if any, and interest on the Series 2015 Bonds only at the times, to the accounts, at the addresses and otherwise in accordance with the Representation Letter, and all such payments shall be valid and effective to satisfy fully and discharge the Authority’s obligations with respect to the payment of the principal of and premium, if any, and interest on the Series 2015 Bonds to the extent of the sum or sums so paid. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of its then existing nominee, the Series 2015 Bonds will be transferable to such new nominee in accordance with subsection (e) of this Section.

(c) In the event that the Authority determines that the Series 2015 Bonds should not be maintained in book-entry form, the Trustee shall, upon the written instruction of the Authority, so notify DTC, whereupon DTC shall notify the Participants of the availability through DTC of bond certificates. In such event, the Series 2015 Bonds will be transferable in accordance with subsection (e) of this Section. DTC may determine to discontinue providing its services with respect to the Series 2015 Bonds or a portion thereof, at any time by giving written notice of such discontinuance to the Authority or the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event, the Series 2015 Bonds will be transferable in accordance with subsection (e) of this Section. If at any time DTC shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor securities depository is not appointed by the Authority within 90 days after the Authority receives notice or becomes aware of such condition, as the case may be, then this Section shall no longer be applicable and the Authority shall execute and the Trustee shall authenticate and deliver certificates representing the Series 2015 Bonds as provided below. Whenever DTC requests the Authority and the Trustee to do so, the Trustee and the Authority will cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of all certificates evidencing the Series 2015 Bonds then Outstanding. In such event, the Series 2015 Bonds will be transferable to such securities depository in accordance with subsection (e) of this Section, and thereafter, all

references in this Trust Agreement to DTC or its nominee shall be deemed to refer to such successor securities depository and its nominee, as appropriate.

(d) Notwithstanding any other provision of this Trust Agreement to the contrary, so long as all Series 2015 Bonds Outstanding are registered in the name of any nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on each such Series 2015 Bond and all notices with respect to each such Series 2015 Bond shall be made and given, respectively, to DTC as provided in or pursuant to the Representation Letter.

(e) In the event that any transfer or exchange of Series 2015 Bonds is authorized under subsection (b) or (c) of this Section, such transfer or exchange shall be accomplished upon receipt by the Trustee from the registered owner thereof of the Series 2015 Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee, all in accordance with the applicable provisions of Sections 2.07 and 2.08. In the event Series 2015 Bond certificates are issued to Bondholders other than Cede & Co., its successor as nominee for DTC as holder of all the Series 2015 Bonds, another securities depository as holder of all the Series 2015 Bonds, or the nominee of such successor securities depository, the provisions of Sections 2.07 and 2.08 shall also apply to, among other things, the registration, exchange and transfer of the Series 2015 Bonds and the method of payment of principal of, premium, if any, and interest on the Series 2015 Bonds.

**ARTICLE III**

**ISSUANCE OF BONDS**

**SECTION 3.01 Procedure for the Issuance of Series 2015 Bonds.** At any time after the sale of the Series 2015 Bonds in accordance with the Act, the Authority shall execute the Series 2015 Bonds for issuance hereunder and shall deliver them to the Trustee, and thereupon the Series 2015 Bonds shall be authenticated and delivered by the Trustee to the purchaser thereof upon the Written Request of the Authority and upon receipt of payment therefor from the purchaser thereof. Upon receipt of payment for the Series 2015 Bonds from the purchaser thereof, the Trustee shall, unless otherwise instructed by the Authority, transfer or deposit the proceeds received from such sale to the following respective accounts or funds, in the following order of priority:

- (i) deposit the sum of \$\_\_\_\_\_ in the Costs of Issuance Fund, which fund is hereby created and which fund the Trustee hereby agrees to maintain until October 1, 2015. All money in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay the Costs of Issuance of the Series 2015 Bonds upon receipt of a Written Request of the Authority filed with the Trustee, each of which shall be sequentially numbered and shall state the person(s) to whom payment is to be made, the amount(s) to be paid, the purpose(s) for which the obligation(s) was incurred and that such payment is a proper charge against said fund. On October 1, 2015, or upon the earlier Written Request of the Authority, any remaining balance in the Costs of Issuance Fund shall be transferred to the Revenue Fund; and

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(ii) deposit the sum of \$\_\_\_\_\_ in the Acquisition and Construction Fund established pursuant to Section 3.02 hereof.

The Trustee shall deposit the Reserve Policy in the Reserve Fund established pursuant to Section 3.04 hereof

The Trustee may, in its discretion, establish a temporary fund or account in its books and records to facilitate such transfers.

**SECTION 3.02 Use of Moneys in the Acquisition and Construction Fund.**

The Acquisition and Construction Fund is hereby established. All moneys in the Acquisition and Construction Fund shall be held by the Trustee in trust and applied by the Trustee to the payment of Project Costs and of expenses incident thereto (or for making reimbursements to the Authority or the City or any other person, firm or corporation for such costs theretofore or thereafter paid by it).

Before any payment is made from the Acquisition and Construction Fund by the Trustee, the City shall cause to be filed with the Trustee a Written Request of the City, endorsed thereon, showing with respect to each payment to be made:

- (i) the item number of the payment;
- (ii) the name and address of the person to whom payment is due;
- (iii) the amount to be paid; and
- (iv) the purpose for which the obligation to be paid was incurred.

Each such Written Request shall state, and shall be sufficient evidence to the Trustee that obligations in the stated amounts have been incurred and that each item thereof is a proper charge against the Acquisition and Construction Fund. The Trustee is not responsible for determining whether any cost of construction is pursuant to a contract.

When any Project (or component thereof) shall have been completed, the City shall (1) deliver to the Trustee a Certificate of Completion stating that all such costs of construction and incidental expenses have been determined and paid (or that all of such costs and expenses have been paid less specified claims which are subject to dispute and for which a retention in the Acquisition and Construction Fund is to be maintained in the full amount of such claims until such dispute is resolved); and (2) subject to the covenants contained in Section 6.03, instruct the Trustee to transfer any moneys remaining in the Acquisition and Construction Fund (but less the amount of any such retention) to the Revenue Fund.

**SECTION 3.03 Reserve Fund.**

(a) The Trustee shall establish and maintain a separate fund to be known as the "Reserve Fund." Moneys in the Reserve Fund shall be used and withdrawn by the Trustee solely for the purposes set forth in this Section 3.03. There shall be deposited in the Reserve Fund the Reserve Policy pursuant to Section 3.01 hereof. The City, upon notice to the Rating

Agencies, reserves the right to substitute, at any time and from time to time, one or more Reserve Facilities from a financial institution, the long-term unsecured obligations of which are rated in the two highest rating categories of the Rating Agency in substitution for or in place of all or any portion of the Reserve Policy or the moneys, if any, on deposit in the Reserve Fund, which satisfy the Reserve Fund Requirement, under the terms of which the Trustee is unconditionally entitled to draw amounts when required for the purposes hereof. Upon deposit by the City with the Trustee of any such Reserve Facility(ies), the Trustee shall, on or after the date of such deposit, transfer to the City such amounts as are on deposit in the Reserve Fund in excess of the Reserve Fund Requirement after application of the Reserve Facility(ies) thereto. The City shall, subject to any investment instructions contained in the Tax Certificate, use any such amounts transferred from the Reserve Fund for any lawful purpose of the City which will not adversely affect any current or past exclusion from gross income for federal income tax purposes of the interest on the Bonds, if and to the extent such interest is currently or has in the past been so excluded. Any amounts paid pursuant to any Reserve Facility shall be deposited in the Reserve Fund. The moneys in the Reserve Fund and any Reserve Facility shall be held in trust by the Trustee and shall be used and disbursed only for the purposes and uses herein authorized.

(b) Amounts on deposit in the Reserve Fund which were not derived from payments under any Reserve Facility credited to the Reserve Fund to satisfy a portion of the Reserve Fund Requirement shall be used and withdrawn by the Trustee prior to using and withdrawing any amounts derived from payments under any such Reserve Facility. In order to accomplish such use and withdrawal of such amounts not derived from payments under any such Reserve Facility, the Trustee shall, as and to the extent necessary, liquidate any investments purchased with such amounts. If and to the extent that, more than one Reserve Facility is credited to the Reserve Fund to satisfy a portion of the Reserve Fund Requirement, drawings thereunder, and repayment of expenses with respect thereto, shall be made on a pro-rata basis (calculated by reference to the policy limits available thereunder).

(c) If, on any Interest Payment Date, the amount on deposit in any account within the Interest Account is insufficient to pay the interest due with respect to the corresponding Series of Bonds on such Interest Payment Date, the Trustee shall transfer from the corresponding account within the Reserve Fund and deposit in such account within the Interest Account an amount sufficient to make up such deficiency. If a Reserve Facility is credited to the Reserve Fund to satisfy a portion of the Reserve Fund Requirement, the Trustee shall make a claim for payment under such Reserve Facility, in accordance with the provisions thereof, in an amount which, together with other available moneys in the Reserve Fund, will be sufficient to make said deposit in the Interest Account.

(d) If, on any Principal Payment Date or any Mandatory Sinking Account Payment Date, the amount on deposit in any account within the Principal Account is insufficient to pay the principal due with respect to the corresponding Series of Bonds on such Principal Payment Date or Mandatory Sinking Account Payment Date, the Trustee shall transfer from the corresponding account within the Reserve Fund and deposit in such account within the Principal Account an amount sufficient to make up such deficiency. If a Reserve Facility is credited to the Reserve Fund to satisfy a portion of the Reserve Fund Requirement, the Trustee shall make a claim for payment under such Reserve Facility, in accordance with the provisions thereof, in an

amount which, together with other available moneys in the Reserve Fund, will be sufficient to make said deposit in the Principal Account.

(e) In the event of any withdrawal or transfer from the Reserve Fund, the Trustee shall, within 5 days thereafter, provide written notice to the City of the amount and the date of such transfer. If there are no amounts currently due under any Reserve Facility and the sum of the amount on deposit in the Reserve Fund, plus the amount available under any Reserve Facilities, shall be reduced below the Reserve Fund Requirement, the first of Base Rental Payments thereafter received from the City under the Sublease and not needed to pay the interest and principal of the Bonds on the next Interest Payment Date, Principal Payment Date or Mandatory Sinking Account Payment Date shall be used, first, to reinstate the amounts available under the Reserve Facilities that have been drawn upon and, second, to increase the amount on deposit in the Reserve Fund, so that the amount available under the Reserve Facilities, when added to the amount on deposit in the Reserve Fund, shall equal the Reserve Fund Requirement. In the event there are insufficient funds to remedy any deficiencies in all such accounts, moneys shall be deposited pro rata in each such account.

(f) If at any time the balance in any account within the Reserve Fund shall be in excess of the Reserve Fund Requirement for such fund, the Trustee shall transfer such excess to any other account within the Reserve Fund with a balance less than the Reserve Fund Requirement for such fund to make up such deficiency, and thereafter Revenue Fund.

(g) At the termination of the Sublease in accordance with its terms, any balance remaining in the Reserve Fund shall be released and may be transferred to such other fund or account of the City, or otherwise used by the City for any other lawful purposes, as the City may direct. For purposes of determining the amount on deposit in the Reserve Fund, all investments shall annually be valued at the cost thereof (exclusive of accrued but unpaid interest, but inclusive of commissions). Except as provided in this paragraph from Base Rental Payments not needed to pay the interest and principal of the Bonds, the City shall have no obligation to replenish the Reserve Fund.

**SECTION 3.04 Conditions for the Issuance of Additional Bonds.** The Authority may at any time, issue Additional Bonds pursuant to a Supplemental Trust Agreement, payable from the Revenues as provided herein and secured by a pledge of and charge and lien upon the Revenues as provided herein equal to the pledge, charge and lien securing the Outstanding Bonds theretofore issued hereunder, but only subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(a) The Authority shall be in compliance with all agreements and covenants contained herein and no Event of Default shall have occurred and be continuing.

(b) The Supplemental Trust Agreement shall require that the proceeds of the sale of such Additional Bonds shall be applied to finance or refinance Projects, or for the refunding or repayment of any Bonds then Outstanding, including the payment of costs and expenses of and incident to the authorization and sale of such Additional Bonds. The Supplemental Trust

Agreement may also provide that a portion of such proceeds shall be applied to the payment of the interest due or to become due on said Additional Bonds.

(c) The aggregate principal amount of Bonds issued and at any time Outstanding hereunder shall not exceed any limit imposed by law, by this Trust Agreement or by any Supplemental Trust Agreement.

(d) The Facilities Sublease shall have been amended, if necessary, so that the Base Rental Payments payable by the City thereunder in each Fiscal Year shall at least equal Debt Service, including Debt Service on the Additional Bonds, in each Fiscal Year, and if Base Rental Payments are being increased, a Certificate of the City shall be delivered to the Trustee certifying that the annual fair rental value (which may be based on, but not limited to, the construction or acquisition cost or replacement cost of any facility which is or will become part of the Facilities) will be at least equal to 100% of the maximum amount of Base Rental Payments becoming due in the then current fiscal year or in any subsequent fiscal year.

(e) If additional facilities, if any, are to be leased and are not situated on property described in the Facilities Lease and Facilities Sublease, (1) the Facilities Lease shall have been amended so as to lease to the Authority such additional real property; and (2) the Facilities Sublease shall have been amended so as to lease to the City such additional real property.

### **SECTION 3.05 Proceedings for Authorization of Additional Bonds.**

Whenever the Authority and the City shall determine to execute and deliver any Additional Bonds pursuant to this Section 3.05, the Authority and the Trustee shall enter into a Supplemental Trust Agreement providing for the issuance of such Additional Bonds, specifying the maximum principal amount of such Additional Bonds and prescribing the terms and conditions of such Additional Bonds.

The Supplemental Trust Agreement shall prescribe the form or forms of such Additional Bonds and, subject to the provisions of Section 3.04, shall provide for the distinctive designation, denominations, method of numbering, dates, payment dates, interest rates, interest payment dates, provisions for redemption (if desired) and places of payment of principal and interest.

Before such Additional Bonds shall be issued, the City and the Authority shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel setting forth that (1) such Counsel has examined the Supplemental Trust Agreement and the amendment to the Facilities Sublease and Facilities Lease required by Section 3.04(d) and (e); (2) the execution and delivery of the Additional Bonds have been duly authorized by the City and the Authority; and (3) said amendment to the Facilities Sublease and Facilities Lease, when duly executed by the City and the Authority, will be valid and binding obligations of the City and the Authority.

(b) A Certificate of the Authority stating that the requirements of Section 3.04 have been met.

(c) A Certificate of the City stating that the insurance required by Sections 5.01, 5.02 and 5.03 of the Facilities Sublease is in effect.

Upon the delivery to the Trustee of the foregoing instruments and upon the Trustee’s receipt of Certificates of the City and of the Authority stating that all applicable provisions of this Trust Agreement have been complied with (so as to permit the execution and delivery of the Additional Bonds in accordance with the Supplemental Trust Agreement then delivered to the Trustee), the Trustee shall authenticate and deliver said Additional Bonds in the aggregate principal amount specified in such Supplemental Trust Agreement to, or upon the Written Request of, the Authority.

**SECTION 3.06 Limitations on the Issuance of Obligations Payable from Revenues.** The Authority will not, so long as any of the Bonds are Outstanding, issue any obligations or securities, however denominated, payable in whole or in part from Revenues except the following:

(a) Bonds of any Series authorized pursuant to Section 3.05; or

(b) Obligations which are junior and subordinate to the payment of the principal, premium and interest on the Bonds and which subordinated obligations are payable as to principal, premium and interest only out of Revenues after the prior payment of all amounts then required to be paid hereunder from Revenues for principal, premium and interest on the Bonds, as the same become due and payable and at the times and in the manner as required in this Trust Agreement.

**ARTICLE IV**

**REDEMPTION OF BONDS**

**SECTION 4.01 Extraordinary Redemption.** The Series 2015 Bonds are subject to redemption by the Authority on any date prior to their respective stated maturities, upon notice as hereinafter provided, as a whole or in part by lot within each stated maturity in integral multiples of Authorized Denominations, from prepayments made by the City pursuant to Section 7.02(a) of the Facilities Sublease, at a redemption price equal to the sum of the principal amount thereof, without premium, plus accrued interest thereon to the Redemption Date. Whenever less than all of the Outstanding Bonds are to be redeemed on any one date, the Trustee shall select, in accordance with written directions from the Authority, the Bonds to be redeemed in part from the Outstanding Bonds so that the aggregate annual principal amount of and interest on Bonds which shall be payable after such Redemption Date shall be as nearly proportional as practicable to the aggregate annual principal amount of and interest on Bonds Outstanding prior to such Redemption Date.

**SECTION 4.02 Optional Redemption.** The Series 2015 Bonds maturing on and after November 1, 20\_\_ are subject to optional redemption prior to their stated Principal Payment Dates, on any date on or after November 1, 20\_\_, in whole or in part, in Authorized Denominations, from and to the extent of prepaid Base Rental Payments paid pursuant to subsection (B) of Section 7.02 of the Sublease, any such prepayment to be at a Redemption



Price equal to the principal amount of the Series 2015 Bonds to be redeemed, plus accrued interest thereon to the Redemption Date, without premium.

**SECTION 4.03 Mandatory Sinking Account Redemption.** The Series 2015 Bonds with a stated Principal Payment Date of November 1, 20\_\_ are subject to redemption prior to such stated Principal Payment Date, in part, from Mandatory Sinking Account Payments, on each November 1 specified below, at a Redemption Price equal to the principal amount of the Series 2015 Bonds to be redeemed, plus accrued interest thereon to the Redemption Date, without premium. The principal of such Series 2015 Bonds to be so redeemed and the dates therefor shall be as follows:

<b><u>Prepayment Date</u></b> <b><u>(November 1)</u></b>	<b><u>Principal Component</u></b> <b><u>To Be Redeemed</u></b>
2030	
2031	
2032	
2033	
2034	
2035*	

\_\_\_\_\_  
\*Stated Principal Payment Date

The amount of each such redemption shall be reduced proportionately in the event and to the extent of any and all redemptions of Series 2015 Bonds with a stated Principal Payment Date of November 1, 20\_\_, pursuant to any provision hereof other than redemptions made pursuant to the preceding paragraph.

**SECTION 4.04 Selection of Bonds for Redemption.** If less than all Outstanding Series 2015 Bonds of the same Series maturing by their terms on any one date are to be redeemed at any one time, the Trustee shall select the Series 2015 Bonds of such maturity date to be redeemed randomly and shall promptly notify the Authority in writing of the numbers of the Series 2015 Bonds so selected for redemption. For purposes of such selection, Series 2015 Bonds shall be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be separately redeemed. In the event Term Bonds are designated for redemption, the Authority may designate which sinking account payments are allocated to such redemption, and in the absence of such Authority designation such redemptions shall be allocated in inverse order of Mandatory Sinking Account Payment Dates.

**SECTION 4.05 Notice of Redemption; Cancellation; Effect of Redemption.** Notice of redemption shall be mailed by first-class mail by the Trustee, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to (i) the respective Bondholders of the Series 2015 Bonds designated for redemption at their addresses appearing on the registration books of the Trustee, (ii) the Securities Depositories and (iii) one or more Information Services. Notice of redemption to the Securities Depositories and the Information Services shall be given by registered mail or overnight delivery or facsimile transmission or by such other method acceptable to such institutions. Each notice of redemption shall state the date of such notice, the

date of issue of the Bonds, the Series, the redemption date, the Redemption Price, the place or places of redemption (including the name and appropriate address of the Trustee), the CUSIP number (if any) of the maturity or maturities, and, if less than all of any such maturity is to be redeemed, the distinctive certificate numbers of the Series 2015 Bonds of such maturity, to be redeemed and, in the case of Series 2015 Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on said date there will become due and payable on each of said Series 2015 Bonds the redemption price thereof, together with interest accrued thereon to the redemption date, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Series 2015 Bonds be then surrendered at the address of the Trustee specified in the redemption notice. Failure to receive such notice or any defect in such notice shall not invalidate any of the proceedings taken in connection with such redemption.

The Authority may, at its option, prior to the date fixed for redemption in any notice of redemption rescind and cancel such notice of redemption by Written Request to the Trustee and the Trustee shall mail notice of such cancellation to the recipients of the notice of redemption being cancelled.

If notice of redemption has been duly given as aforesaid and money for the payment of the redemption price of the Bonds called for redemption is held by the Trustee, then on the redemption date designated in such notice Bonds so called for redemption shall become due and payable, and from and after the date so designated interest on such Bonds shall cease to accrue, and the Bondholders of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

All Series 2015 Bonds redeemed pursuant to the provisions of this Article shall be cancelled by the Trustee and shall be destroyed with a certificate of destruction furnished to the Authority upon its request and shall not be reissued.

## ARTICLE V

### REVENUES

**SECTION 5.01 Pledge of Revenues.** (a) All Revenues, any other amounts (including proceeds of the sale of the Bonds) held by the Trustee in any fund or account established hereunder (other than amounts on deposit in the Rebate Fund created pursuant to Section 6.03) and any other amounts (excluding Additional Payments) received by the Authority in respect of the Facilities are hereby irrevocably pledged to the payment of the interest and premium, if any, on and principal of the Bonds as provided herein, and the Revenues and other amounts pledged hereunder shall not be used for any other purpose while any of the Bonds remain Outstanding; provided, however, that out of the Revenues and other moneys there may be applied such sums for such purposes as are permitted hereunder. This pledge shall constitute a pledge of and charge and first lien upon the Revenues, all other amounts pledged hereunder and all other moneys on deposit in the funds and accounts established hereunder (excluding amounts on deposit in the Rebate Fund created pursuant to Section 6.03) for the payment of the interest on and principal of the Bonds in accordance with the terms hereof and thereof. The Authority

hereby assigns to the Trustee all of the Authority’s right, title and interest in the Facilities Sublease and the Facilities Lease as security for payment of the Bonds.

(b) At least three (3) Business Days prior to each date on which a Base Rental Payment is due, pursuant to the Facilities Sublease, the Trustee shall notify the City of the amount of the installment of Base Rental Payment needed to pay the principal of and interest on the Bonds due on the next following Interest Payment Date. Any failure to send such notice shall not affect the City’s obligation to make timely payments of installments of Base Rental Payments.

**SECTION 5.02 Receipt and Deposit of Revenues in the Revenue Fund.** In order to carry out and effectuate the pledge, charge and lien contained herein, the Authority agrees and covenants that all Revenues and all other amounts pledged hereunder when and as received shall be received by the Authority in trust hereunder for the benefit of the Bondholders and shall be transferred when and as received by the Authority to the Trustee for deposit in the Revenue Fund (the “Revenue Fund”), which fund is hereby created and which fund the Authority hereby agrees and covenants to maintain in trust for Bondholders so long as any Bonds shall be Outstanding hereunder. Subject to Section 5.05, all Revenues and all other amounts pledged hereunder shall be accounted for through and held in trust in the Revenue Fund, and the Authority shall have no beneficial right or interest in any of the Revenues except only as herein provided. All Revenues and all other amounts pledged hereunder, whether received by the Authority in trust or deposited with the Trustee as herein provided, shall nevertheless be allocated, applied and disbursed solely to the purposes and uses hereinafter in this Article set forth, and shall be accounted for separately and apart from all other accounts, funds, money or other resources of the Authority.

**SECTION 5.03 Establishment and Maintenance of Accounts for Use of Money in the Revenue Fund.** (a) Subject to Section 6.03, all money in the Revenue Fund shall be set aside by the Trustee in the following respective special accounts or funds within the Revenue Fund (each of which is hereby created and each of which the Authority hereby covenants and agrees to cause to be maintained) in the following order of priority:

- (1) Interest Account, and
- (2) Principal Account.

All money in each of such accounts shall be held in trust by the Trustee and shall be applied, used and withdrawn only for the purposes hereinafter authorized in this Section. On each Principal Payment Date, following payment of principal of and interest on the Bonds, any excess amount on deposit in the Revenue Fund shall be returned to the City as an excess of Base Rental Payments.

(b) Interest Account. On or before each Interest Payment Date, the Trustee shall set aside from the Revenue Fund and deposit in the Interest Account that amount of money which is equal to the amount of interest becoming due and payable on all Outstanding Bonds on the next succeeding Interest Payment Date.

No deposit need be made in the Interest Account if the amount contained therein and available to pay interest on the Bonds is at least equal to the aggregate amount of interest becoming due and payable on all Outstanding Bonds on such Interest Payment Date.

All money in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity).

(c) Principal Account. On or before each November 1, commencing November 1, 201\_, the Trustee shall set aside from the Revenue Fund and deposit in the Principal Account an amount of money equal to the amount of all sinking fund payments required to be made on such November 1, into the respective sinking fund accounts for all Outstanding Term Bonds and the principal amount of all Outstanding Serial Bonds maturing on such November 1.

No deposit need be made in the Principal Account if the amount contained therein and available to pay principal of the Bonds is at least equal to the aggregate amount of the principal of all Outstanding Serial Bonds maturing by their terms on such November 1 plus the aggregate amount of all sinking fund payments required to be made on such November 1 for all Outstanding Term Bonds.

The Trustee shall establish and maintain within the Principal Account a separate subaccount for the Term Bonds of each Series and maturity, designated as the “\_\_\_ Sinking Account” (the “Sinking Account”), inserting therein the Series and maturity (if more than one such account is established for such Series) designation of such Bonds. With respect to each Sinking Account, on each mandatory sinking account payment date established for such Sinking Account, the Trustee shall apply the mandatory sinking account payment required on that date to the redemption (or payment at maturity, as the case may be) of Term Bonds of the Series and maturity for which such Sinking Account was established, upon the notice and in the manner provided in Article IV; provided that, at any time prior to selection of Bonds for redemption, the Trustee may, upon the Written Request of the Authority, apply moneys in such Sinking Account to the purchase of Term Bonds of such Series and maturity at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account), as may be directed by the Authority, except that the purchase price (excluding accrued interest) shall not exceed the redemption price that would be payable for such Bonds upon redemption by application of such mandatory sinking account payment. If, during the twelve (12)-month period immediately preceding said mandatory sinking account payment date, the Trustee has purchased Term Bonds of such Series and maturity with moneys in such Sinking Account, such Bonds so purchased shall be applied, to the extent of the full principal amount thereof, to reduce said mandatory sinking account payment.

All money in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Bonds as it shall become due and payable, whether at maturity or redemption, except that any money in any Sinking Account shall be used and withdrawn by the Trustee only to purchase or to redeem or to pay Term Bonds for which such Sinking Account was created.

**SECTION 5.04 Application of Insurance Proceeds.** In the event of any damage to or destruction of any part of the Facilities covered by insurance, the Authority shall cause the proceeds of such insurance to be utilized for the repair, reconstruction or replacement of the damaged or destroyed portion of the Facilities, and the Trustee shall hold said proceeds in a fund established by the Trustee for such purpose separate and apart from all other funds, to the end that such proceeds shall be applied to the repair, reconstruction or replacement of the Facilities to at least the same good order, repair and condition as it was in prior to the damage or destruction, insofar as the same may be accomplished by the use of said proceeds. The Trustee shall invest said proceeds in Permitted Investments pursuant to the Written Request of the City, as agent for the Authority under the Facilities Sublease, and withdrawals of said proceeds shall be made from time to time upon the filing with the Trustee of a Written Request of the City, stating that the City has expended moneys or incurred liabilities in an amount equal to the amount therein stated for the purpose of the repair, reconstruction or replacement of the Facilities, and specifying the items for which such moneys were expended, or such liabilities were incurred, in reasonable detail. The City shall file a Certificate of the City with the Trustee that sufficient funds from insurance proceeds or from any funds legally available to the City, or from any combination thereof, are available in the event it elects to repair, reconstruct or replace the Facilities. Any balance of such proceeds not required for such repair, reconstruction or replacement and the proceeds of use and occupancy insurance shall be paid to the Trustee as Base Rental Payments and applied in the manner provided by Section 5.01. Alternatively, the City, if the proceeds of such insurance together with any other moneys then available for such purpose are sufficient to prepay all, in case of damage or destruction in whole of the Facilities, or that portion, in the case of partial damage or destruction of the Facilities, of the Base Rental Payments and all other amounts relating to the damaged or destroyed portion of the Facilities, may elect not to repair, reconstruct or replace the damaged or destroyed portion of the Facilities and thereupon shall cause said proceeds to be used for the redemption of Outstanding Bonds pursuant to the applicable provisions of Section 4.01. The City shall not apply the proceeds of insurance as set forth in this Section 5.04 to redeem the Bonds in part due to damage or destruction of a portion of the Facilities unless the Base Rental Payments on the undamaged portion of the Facilities will be sufficient to pay the initially-scheduled principal and interest on the Bonds remaining unpaid after such redemption.

**SECTION 5.05 Deposit and Investments of Money in Accounts and Funds.** Subject to Section 6.03, all money held by the Trustee and the Treasurer in any of the accounts or funds established pursuant hereto shall be invested in Permitted Investments at the Written Request of the City or, if no instructions are received, in money market funds described in paragraph 4 of the definition of Permitted Investments; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a Written Request of the City specifying a specific money market fund and, if no such Written Request of the City is so received, the Trustee shall hold such moneys uninvested. Such investments shall, as nearly as practicable, mature on or before the dates on which such money is anticipated to be needed for disbursement hereunder. For purposes of this restriction, Permitted Investments containing a withdrawal option, repurchase option or put option by the investor shall be treated as having a maturity of no longer than such option. Subject to Section 6.03, all interest or profits received on any money so invested shall be deposited in the Revenue Fund. The Trustee and its affiliates may act as

principal, agent, sponsor or advisor with respect to any investments. The Trustee shall not be liable for any losses on investments made in accordance with the terms and provisions of this Trust Agreement.

Investments (except investment agreements or repurchase agreements) in Trust Agreement funds and accounts shall be valued at the market value thereof, exclusive of accrued interest.

Investments purchased with funds on deposit in the Revenue Fund shall mature not later than the payment date or redemption date, as appropriate, immediately succeeding the investment.

Subject to Section 6.03, investments in any and all funds and accounts may be commingled for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in particular funds and accounts amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Trust Agreement.

The Authority (and the City by its execution of the Facilities Sublease) acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority, the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Authority and the City periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

## ARTICLE VI

### COVENANTS OF THE AUTHORITY

**SECTION 6.01 Punctual Payment and Performance.** The Authority will punctually pay out of the Revenues the interest on and principal of and redemption premiums, if any, to become due on every Bond issued hereunder in strict conformity with the terms hereof and of the Bonds, and will faithfully observe and perform all the agreements and covenants to be observed or performed by the Authority contained herein and in the Bonds.

**SECTION 6.02 Against Encumbrances.** The Authority will not make any pledge or assignment of or place any charge or lien upon the Revenues except as provided in Section 3.05, and will not issue any bonds, notes or obligations payable from the Revenues or secured by a pledge of or charge or lien upon the Revenues except as provided in Section 3.05.

**SECTION 6.03 Tax Covenants; Rebate Fund.**

(a) In addition to the accounts created pursuant to Section 5.03, the Trustee shall establish and maintain a fund separate from any other fund or account established and maintained hereunder designated as the Rebate Fund. There shall be deposited in the Rebate

Fund such amounts as are required to be deposited therein pursuant to the Tax Certificate. The Trustee may rely conclusively upon the City’s determinations, calculations and certifications required by this Section. The Trustee shall have no responsibility to independently make any calculation or determination or to review the City’s calculations hereunder. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement (as defined in the Tax Certificate), for payment to the United States of America. Notwithstanding the provisions of Sections 5.01, 5.02, 5.05, 9.01 and 10.01 relating to the pledge of Revenues, the allocation of money in the Revenue Fund, the investments of money in any fund or account, the application of funds upon an Event of Default and the defeasance of Outstanding Bonds, all amounts required to be deposited into or on deposit in the Rebate Fund shall be governed exclusively by this Section 6.03 and by the Tax Certificate (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the Authority, and shall have no liability or responsibility to enforce compliance by the Authority with the terms of the Tax Certificate.

(b) Any funds remaining in the Rebate Fund with respect to a Series of Bonds after redemption and payment of all such Series of Bonds and all other amounts due hereunder or under the Facilities Sublease relating to such Series of Bonds, or provision made therefor satisfactory to the Trustee, including accrued interest and payment of any applicable fees and expenses of the Trustee and satisfaction of the Rebate Requirement (as defined in the Tax Certificate), shall be withdrawn by the Trustee and remitted to or upon the direction of the Authority.

(c) The Authority shall not use or permit the use of any proceeds of the Bonds or any funds of the Authority, directly or indirectly, to acquire any securities or obligations, and shall not take or permit to be taken any other action or actions, which would cause any of the Bonds to be an “arbitrage bond” within the meaning of Section 148 of the Code, “private activity bond” within the meaning of Section 141(a) of the Code, or “federally guaranteed” within the meaning of Section 149(b) of the Code and any such applicable requirements promulgated from time to time thereunder and under Section 103(c) of the Internal Revenue Code of 1954, as amended. The Authority shall observe and not violate the requirements of Section 148 of the Code and any such applicable regulations. The Authority shall comply with all requirements of Sections 148 and 149(b) of the Code to the extent applicable to the Bonds. In the event that at any time the Authority is of the opinion that for purposes of this Section 6.03(c) it is necessary to restrict or to limit the yield on the investment of any moneys held by the Trustee under this Trust Agreement, the Authority shall so instruct the Trustee under this Trust Agreement in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

(d) The Authority and the Trustee (as directed by the Authority) specifically covenant to comply with the provisions and procedures of the Tax Certificate; provided that the Trustee shall not be bound by this covenant if an Event of Default has occurred and is continuing.

(e) The Authority shall not use or permit the use of any proceeds of the Bonds or any funds of the Authority, directly or indirectly, in any manner, and shall not take or omit to

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take any action that would cause any of the Bonds to be treated as an obligation not described in Section 103(a) of the Code.

(f) Notwithstanding any provisions of this Section 6.03, if the Authority shall provide to the Trustee an Opinion of Counsel that any specified action required under this Section 6.03 or the Tax Certificate is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Bonds, the Trustee and the Authority may conclusively rely on such opinion in complying with the requirements of this Section, and, notwithstanding Article IX hereof, the covenants hereunder shall be deemed to be modified to that extent.

(g) The foregoing provisions of this Section 6.03 shall not be applicable to the Series 2015 Bonds, nor to any Series of Bonds or the proceeds thereof that the Authority determines upon the issuance thereof are to be taxable bonds, the interest on which is intended to be included in the gross income of the Owner thereof for federal income tax purposes.

**SECTION 6.04 Accounting Records and Reports.** The Authority will keep or cause to be kept proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocation and application of the Revenues, and such books shall be available for inspection by the Trustee at reasonable hours and under reasonable conditions. Not more than seven months after the close of each Fiscal Year, the Authority shall furnish or cause to be furnished to the Trustee a complete financial statement (which may be unaudited) covering receipts, disbursements, allocation and application of Revenues for such Fiscal Year. The Authority shall also keep or cause to be kept such other information as required under the Tax Certificate.

**SECTION 6.05 Prosecution and Defense of Suits.** The Authority will defend against every suit, action or proceeding at any time brought against the Trustee upon any claim to the extent arising out of the receipt, application or disbursement of any of the Revenues or to the extent involving the failure of the Authority to fulfill its obligations hereunder; provided, that the Trustee or any affected Bondholder at its election may appear in and defend any such suit, action or proceeding. The Authority will indemnify and hold harmless the Trustee against any and all liability claimed or asserted by any person to the extent arising out of such failure by the Authority, and will indemnify and hold harmless the Trustee against any reasonable attorney's fees or other reasonable expenses which it may incur in connection with any litigation to which it may become a party by reason of its actions hereunder, except for any loss, cost, damage or expense resulting from the negligence or willful misconduct by the Trustee. Notwithstanding any contrary provision hereof, this covenant shall remain in full force and effect even though all Bonds secured hereby may have been fully paid and satisfied.

**SECTION 6.06 Further Assurances.** Whenever and so often as reasonably requested to do so by the Trustee or any Bondholder, the Authority will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Bondholders all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them hereby.



**SECTION 6.07 [Reserved].**

**SECTION 6.08 Amendments to Facilities Sublease or Facilities Lease.** The Authority shall not supplement, amend, modify or terminate any of the terms of the Facilities Sublease or Facilities Lease, or consent to any such supplement, amendment, modification or termination, without the prior written consent of the Trustee. The Trustee shall give such written consent if such supplement, amendment, modification or termination (a) will not materially adversely affect the interests of the Bondholders or result in any material impairment of the security hereby given for the payment of the Bonds (provided that such supplement, amendment or modification shall not be deemed to have such adverse effect or to cause such material impairment solely by reason of increasing the amount of Base Rental Payments to provide for the payment of Additional Bonds as required by Section 3.04(d); or substitution, release or addition of real property pursuant to Section 2.04 of the Facilities Sublease), (b) is to add to the agreements, conditions, covenants and terms required to be observed or performed thereunder by any party thereto, or to surrender any right or power therein reserved to the Authority or the City, (c) is to cure, correct or supplement any ambiguous or defective provision contained therein, (d) is to accommodate any increase in the amount of Base Rental Payments to provide for the payment of Base Rental Payments as required by Section 3.04(d); or any addition, substitution or release of property in accordance with Section 2.04 under the Facilities Sublease, (e) is to modify the legal description of the Facilities to conform to the requirements of title insurance or otherwise to add or delete property descriptions to reflect accurately the description of the parcels intended to be included therein, or substituted for the Facilities pursuant to the provision of Section 2.04 of the Facilities Sublease, or (f) if the Trustee first obtains the written consent of the Bondholders of a majority in principal amount of the Bonds then Outstanding to such supplement, amendment, modification or termination.

**ARTICLE VII**

**EVENTS OF DEFAULT AND REMEDIES OF BONDHOLDERS**

**SECTION 7.01 Events of Default and Action on Default.** The following events shall be “Events of Default”:

- (a) if default shall be made by the Authority in the due and punctual payment of the interest on any Bond when and as the same shall become due and payable;
- (b) if default shall be made by the Authority in the due and punctual payment of the principal of or redemption premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed or by proceedings for redemption;
- (c) if default shall be made by the Authority in the performance of any of the other agreements or covenants required herein to be performed by the Authority, and such default shall have continued for a period of thirty (30) days after the Authority shall have been given notice in writing of such default by the Trustee;
- (d) if the Authority shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States

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of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the Authority seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the Authority or of the whole or any substantial part of its property; or

(e) if an Event of Default has occurred under Section 6.01 of the Facilities Sublease.

In each and every case during the continuance of an Event of Default, the Trustee or the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding (subject to the provisions of Section 7.08 hereof) shall be entitled, upon notice in writing to the City and the Authority to exercise any of the remedies granted to the City under the Facilities Lease, to the Authority under the Facilities Sublease, and in addition, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights or to protect and enforce any of the rights vested in the Trustee or the Owners by this Trust Agreement or by the Bonds, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement or for the enforcement of any other legal or equitable right, including any one or more of the remedies set forth in Section 7.02(a), (b) or (c) hereof.

Anything in this Trust Agreement to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default as defined herein, so long as the Bond Insurer is not in default under its Bond Insurance Policy, the Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners or the Trustee for the benefit of the Owners under this Trust Agreement.

**SECTION 7.02 Other Remedies of the Trustee.** The Trustee shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the City, the Authority or any director, officer or employee thereof, and to compel the City or the Authority or any such director, officer or employee to perform or carry out its or his or her duties under law and the agreements and covenants required to be performed by it or him or her contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Trustee; or

(c) by suit in equity upon the happening of any default hereunder to require the City and the Authority to account as the trustee of an express trust.

**SECTION 7.03 Application of Funds After Default.** Notwithstanding anything to the contrary contained herein, after a default by the City, all funds and accounts held by the Trustee and all payments received by the Trustee with respect to the rental of the Facilities after a default by the City pursuant to Section 6.01 of the Facility Sublease, and all damages or other payments received by the Trustee for the enforcement of any rights and powers of the

Trustee under Section 6.01 of the Facility Sublease, shall be deposited into the Revenue Fund and as soon as practicable thereafter applied:

First, to the payment of the reasonable fees, costs and expenses of the Trustee in providing for the declaration of such event of default and carrying out its duties under this Agreement, including reasonable compensation to their accountants and counsel together with interest on any amounts advanced as provided herein and thereafter to the payment of the reasonable costs and expenses of the Bondholders, if any, in carrying out the provisions of this Article, including reasonable compensation to their accountants and counsel; and

Second, upon presentation of the several Bonds, and the stamping thereon of the amount of the payment if only partially paid or upon the surrender thereof if fully paid, to the payment of the whole amount then owing and unpaid upon the Bonds for interest and principal, with (to the extent permitted by law) interest on the overdue interest and principal at the rate borne by such Bonds, and in case such money shall be insufficient to pay in full the whole amount so owing and unpaid upon the Bonds, then to the payment of such interest, principal and (to the extent permitted by law) interest on overdue interest and principal without preference or priority among such interest, principal and interest on overdue interest and principal ratably to the aggregate of such interest, principal and interest on overdue interest and principal.

**SECTION 7.04 Institution of Legal Proceedings by Trustee.** If one or more of the Events of Default shall happen and be continuing, the Trustee may, and upon the written request of the Bondholders of a majority in principal amount of the Bonds then Outstanding, and in each case upon being indemnified to its reasonable satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Bondholders of Bonds under this Trust Agreement and under Article VI of the Facilities Sublease by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights and duties hereunder.

**SECTION 7.05 Non-Waiver.** Nothing in this Article or in any other provision hereof or in the Bonds shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay the interest on and principal of and redemption premiums, if any, on the Bonds to the respective Bondholders of the Bonds at the respective dates of maturity or upon prior redemption as provided herein from the Revenues as provided herein pledged for such payment, or shall affect or impair the right of such Bondholders, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein and in the Bonds.

A waiver of any default or breach of duty or contract by the Trustee or any Bondholder shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Trustee or any Bondholder to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Bondholders by the Act or by this Article may be

enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee or the Bondholders.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned, the Authority, the Trustee and any Bondholder shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

**SECTION 7.06 Actions by Trustee as Attorney-in-Fact.** Any action, proceeding or suit which any Bondholder shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Bondholders, whether or not the Trustee is a Bondholder, and the Trustee is hereby appointed (and the successive Bondholders, by taking and holding the Bonds issued hereunder, shall be conclusively deemed to have so appointed it) the true and lawful attorney-in-fact of the Bondholders for the purpose of bringing any such action, proceeding or suit and for the purpose of doing and performing any and all acts and things for and on behalf of the Bondholders as a class or classes as may be advisable or necessary in the opinion of the Trustee as such attorney-in-fact.

**SECTION 7.07 Remedies Not Exclusive.** No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law.

**SECTION 7.08 Limitation on Bondholders' Right to Sue.** No Bondholder of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or equity, for any remedy under or upon this Trust Agreement, unless (a) such Bondholder shall have previously given to the Trustee written notice of the occurrence of an event of default as defined in Section 7.01; (b) the Bondholders of at least a majority in aggregate principal amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) said Bondholders shall have tendered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Bondholder of Bonds of any remedy hereunder; it being understood and intended that no one or more Bondholders of Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Trust Agreement shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Bondholders of the Outstanding Bonds.

## ARTICLE VIII

### THE TRUSTEE

**SECTION 8.01 The Trustee.** Wells Fargo Bank, National Association shall serve as the Trustee for the Bonds for the purpose of receiving all money which the Authority is required to deposit with the Trustee hereunder and for the purpose of allocating, applying and using such money as provided herein and for the purpose of paying the interest on and principal of and redemption premiums, if any, on the Bonds presented for payment, with the rights and obligations provided herein. The Authority agrees that it will at all times maintain a Trustee having a corporate trust office in California.

The Authority, unless there exists any Event of Default as defined in Section 7.01, may at any time remove the Trustee initially appointed and any successor thereto and may appoint a successor or successors thereto by an instrument in writing; provided, that any such successor shall be a national banking association, bank, banking institution, or trust company, having (or whose parent holding company has) a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars (\$50,000,000) and subject to supervision or examination by federal or state authority. If such national banking association, bank, banking institution, or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this Section the combined capital and surplus of such bank, banking institution, or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The Trustee may at any time resign by giving written notice of such resignation to the Authority, and by mailing by first class mail to the Bondholders notice of such resignation. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee by an instrument in writing. Any removal or resignation of a Trustee and appointment of a successor Trustee shall become effective only upon the acceptance of appointment by the successor Trustee. The successor Trustee shall send notice of its acceptance by first class mail to the Bondholders. If, within thirty (30) days after notice of the removal or resignation of the Trustee no successor Trustee shall have been appointed and shall have accepted such appointment, the removed or resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Trustee having the qualifications required hereby.

Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall succeed to the rights and obligations of the Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The Trustee is hereby authorized to pay or redeem the Bonds when duly presented for payment at maturity or on redemption prior to maturity. The Trustee shall cancel all Bonds upon payment thereof or upon the surrender thereof by the Authority and shall destroy such Bonds pursuant to its retention policy then in effect and a certificate of destruction shall be

delivered to the Authority upon its request. The Trustee shall keep accurate records of all Bonds paid and discharged and cancelled by it.

The Trustee shall, prior to an event of default, and after the curing of all Events of Default that may have occurred, perform such duties and only such duties as are specifically set forth in this Trust Agreement and no implied duties or obligations shall be read into this Trust Agreement. The Trustee shall, during the existence of any event of default (that has not been cured), exercise such of the rights and powers vested in it by this Trust Agreement, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person’s own affairs.

**SECTION 8.02 Liability of Trustee.** The recitals of facts, agreements and covenants herein and in the Bonds shall be taken as recitals of facts, agreements and covenants of the Authority, and the Trustee assumes no responsibility for the correctness of the same or makes any representation as to the sufficiency or validity hereof or of the Bonds, or shall incur any responsibility in respect thereof other than in connection with the rights or obligations assigned to or imposed upon it herein, in the Bonds or in law or equity. The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

The Trustee shall not be bound to recognize any person as the Bondholder of a Bond unless and until such Bond is submitted for inspection, if required, and such Bondholder’s title thereto satisfactorily established, if disputed.

The Trustee shall not be liable for any error of judgment made in good faith, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Bondholders of not less than a majority (or any lesser amount that may direct the Trustee in accordance with this Agreement) in aggregate principal amount of the Bonds at the time Outstanding, relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Trust Agreement.

The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request, order or direction of any of the Bondholders pursuant to the provisions of this Trust Agreement unless such Bondholders shall have offered to the Trustee reasonable security or indemnity against the reasonable costs, expenses and liabilities that may be incurred therein or thereby. The Trustee has no obligation or liability to the Bondholders for the payment of the interest on, principal of or redemption premium, if any, with respect to the Bonds from its own funds; but rather the Trustee’s obligations shall be limited to the performance of its duties hereunder.

The Trustee shall not be deemed to have knowledge of any event of default (except payment defaults) unless and until a Responsible Officer shall have actual knowledge thereof or a Responsible Officer of the Trustee shall have received written notice thereof at its Principal Office. The Trustee shall not be bound to ascertain or inquire as to the performance or

observance of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of a default or event of default thereunder. The Trustee shall not be responsible for the validity or effectiveness of any collateral given to or held by it.

The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through attorneys-in-fact, agents or receivers, but shall not be answerable for the negligence or misconduct of any such attorney-in-fact, agent or receiver if such attorneys-in-fact, agents or receivers were selected by the Trustee with due care. The Trustee shall be entitled to advice of counsel and other professionals concerning all matters of trust and its duty hereunder, but the Trustee shall not be answerable for the professional malpractice of any attorney-in-law or certified public accountant in connection with the rendering of his professional advice in accordance with the terms of this Trust Agreement, if such attorney-in-law or certified public accountant was selected by the Trustee with due care.

The Trustee shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

Whether or not therein expressly so provided, every provision of this Trust Agreement, the Facilities Lease, the Facilities Sublease or related documents relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article.

The Trustee makes no representation or warranty, express or implied, as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose for the use contemplated by the Authority or City of the Facilities. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the Facilities Lease, the Facilities Sublease or this Trust Agreement for the existence, furnishing or use of the Facilities.

The Trustee shall be protected in acting upon any notice, resolution, requisition, request (including any Written Request of the Authority or Written Request of the City), consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the Authority, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay (“unavoidable delay”) in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy,

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material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

Whenever in the administration of its rights and obligations hereunder the Trustee shall deem it necessary or desirable that a matter be established or proved prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a Certificate of the Authority or a Certificate of the City, which certificate shall be full warrant to the Trustee for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

No provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds.

The Trustee shall not be required to review or inspect, and shall not be deemed to have notice of, the contents of any financial statement delivered to the Trustee including but not limited to Section 6.04, it being expressly understood that the Trustee shall only receive and hold such documents as a repository for examination and copying by any Holder at such Holder's expense during business hours on Business Days with reasonable prior notice.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Trust Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Authority or the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Authority and the City agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

The Trustee shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.



The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

The Trustee shall have no responsibility or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Bonds.

**SECTION 8.03 Compensation and Indemnification of Trustee.** The Authority covenants to pay (but solely from Additional Payments) to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation for all services rendered by them in the exercise and performance of any of the powers and duties hereunder of the Trustee, and the Authority will pay or reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee, in accordance with any of the provisions of this Trust Agreement (including the reasonable compensation and the reasonable expenses and disbursements of their counsel (including the allocated reasonable fees and disbursements of in-house counsel) and of all persons not regularly in their employ) except any such expense, disbursement or advance as may arise from the Trustee's negligence or willful misconduct. The Authority, to the extent permitted by law, shall indemnify, defend and hold harmless the Trustee against any loss, damage, liability or expense incurred without negligence or willful misconduct on the part of the Trustee arising out of or in connection with the acceptance or administration of the trusts created hereby, including reasonable costs and expenses (including reasonable attorneys' fees and disbursements) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers hereunder. The rights of the Trustee and the obligations of the Authority under this Section 8.03 shall survive the discharge of the Bonds and this Trust Agreement and the resignation or removal of the Trustee. Upon an Event of Default, the Trustee shall have a first lien on the trust estate with right of payment prior to payment on account of interest, principal and premium, if any, on the Bonds for all administrative expenses, advances, disbursements and counsel fees incurred or made in and about execution of the trusts and performance of the duties of the Trustee.

**SECTION 8.04 Compliance with Continuing Disclosure Certificate.** Pursuant to Section 8.09 of the Facilities Sublease, the City has undertaken all responsibility for compliance with continuing disclosure requirements, and the Authority shall have no liability to the Holders of the Bonds or any other person with respect to S.E.C. Rule 15c2-12. Notwithstanding any other provision of this Trust Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee may (and, at the request of any Participating Underwriter (as defined in the Continuing Disclosure Certificate) or the Holders of at least 25% aggregate principal amount in Outstanding Bonds, and upon receipt of indemnification satisfactory to it, shall) or any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under Section 8.09 of the Facilities Sublease or under this Section 8.04. For purposes of this Section, "Beneficial Owner" means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

**ARTICLE IX**

**AMENDMENT OF THE TRUST AGREEMENT**

**SECTION 9.01 Amendment of the Trust Agreement.** (a) This Trust Agreement and the rights and obligations of the Authority and of the Bondholders may be amended at any time by a Supplemental Trust Agreement which shall become binding when the written consents of the Bondholders of a majority in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 9.02, are filed with the Trustee; provided that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any particular maturity or Series remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Bonds Outstanding under this Section. No such amendment shall (1) extend the maturity of or reduce the interest rate on or amount of interest on or principal of or redemption premium, if any, on any Bond without the express written consent of the Bondholder of such Bond, or (2) permit the creation by the Authority of any pledge of or charge or lien upon the Revenues as provided herein superior to or on a parity with the pledge, charge and lien created hereby for the benefit of the Bonds, or (3) reduce the percentage of Bonds required for the written consent to any such amendment, without the consent of all Bondholders, or (4) modify any rights or obligations of the Trustee, the Authority, or the City without their prior written assent thereto, respectively. It shall not be necessary for the consent of the Bondholders to approve the particular form of any Supplemental Trust Agreement, but it shall be sufficient if such consent shall approve the substance thereof. Promptly after the execution by the Authority and the Trustee of any Supplemental Trust Agreement pursuant to this subsection (a), the Trustee shall mail a notice on behalf of the Authority, setting forth in general terms the substance of such Supplemental Trust Agreement to the Bondholders at the addresses shown on the registration books maintained by the Trustee. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Trust Agreement.

(b) The Trust Agreement and the rights and obligations of the Authority and of the Bondholders may also be amended at any time by a Supplemental Trust Agreement which shall become binding upon adoption without the consent of any Bondholders for any purpose that will not materially adversely affect the interests of the Bondholders, including (without limitation) for any one or more of the following purposes --

- (i) to add to the agreements and covenants required herein to be performed by the Authority other agreements and covenants thereafter to be performed by the Authority, or to surrender any right or power reserved herein to or conferred herein on the Authority;
- (ii) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or in regard to questions arising hereunder which the Authority may deem desirable or necessary;
- (iii) to provide for the issuance of any Additional Bonds and to provide the terms of such Additional Bonds, subject to the conditions and upon compliance with the

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procedure set forth in Article III (which shall be deemed not to adversely affect Bondholders); or

(iv) to add to the agreements and covenants required herein, such agreements and covenants as may be necessary to qualify the Trust Agreement under the Trust Indenture Act of 1939.

**SECTION 9.02 Disqualified Bonds.** Bonds owned or held by or for the account of the Authority shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Bonds provided in this Article, and shall not be entitled to consent to or take any other action provided in this Article.

**SECTION 9.03 Endorsement or Replacement of Bonds After Amendment.** After the effective date of any action taken as hereinabove provided, the Authority may determine that the Bonds may bear a notation by endorsement in form approved by the Authority as to such action, and in that case upon demand of the Bondholder of any Outstanding Bonds and presentation of his Bond for such purpose at the office of the Trustee a suitable notation as to such action shall be made on such Bond. If the Authority shall so determine, new Bonds so modified as, in the opinion of the Authority, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Bondholder of any Outstanding Bond a new Bond or Bonds shall be exchanged at the office of the Trustee without cost to each Bondholder for its Bond or Bonds then Outstanding upon surrender of such Outstanding Bonds.

**SECTION 9.04 Amendment by Mutual Consent.** The provisions of this Article shall not prevent any Bondholder from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

## ARTICLE X

### DEFEASANCE

#### **SECTION 10.01 Discharge of Bonds.**

(a) If the Authority shall pay or cause to be paid or there shall otherwise be paid to the Bondholders of all Outstanding Bonds the interest thereon and principal thereof and redemption premiums, if any, thereon at the times and in the manner stipulated herein and therein, and the Authority shall pay in full all other amounts due hereunder and under the Facilities Sublease, then the Bondholders of such Bonds shall cease to be entitled to the pledge of and charge and lien upon the Revenues as provided herein, and all agreements, covenants and other obligations of the Authority to the Bondholders of such Bonds hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, the Trustee shall pay over or deliver to the Authority all money or securities held by it pursuant hereto which are not required for the payment of the interest on and principal of and redemption premiums, if any, on such Bonds and for the payment of all other amounts due hereunder and under the Facilities Sublease. Notwithstanding anything herein to the contrary, in the event that the principal and/or interest of the Bonds shall be paid by

the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City, and the assignment and pledge of the Trust Estate and all covenants, agreements and other obligations of the City to the registered owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such registered owners.

(b) Any Outstanding Bonds shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this Section if (1) in case any of such Bonds are to be redeemed on any date prior to their maturity date, the Authority shall have given to the Trustee in form satisfactory to it irrevocable instructions to provide notice in accordance with Section 4.05, (2) there shall have been deposited with the Trustee (A) money in an amount which shall be sufficient and/or (B) Government Securities, the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient, in the opinion of an Independent Certified Public Accountant, to pay when due the interest to become due on such Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of and redemption premiums, if any, on such Bonds, and (3) in the event such Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Authority shall have given the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the Bondholders of such Bonds that the deposit required by clause (2) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section and stating the maturity date or redemption date upon which money is to be available for the payment of the principal of and redemption premiums, if any, on such Bonds.

**SECTION 10.02 Unclaimed Money.** Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of any of the Bonds or interest thereon which remains unclaimed for two (2) years after the date when such Bonds or interest thereon have become due and payable, either at their stated maturity dates or by call for redemption prior to maturity, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when such Bonds have become due and payable, shall at the Written Request of the Authority be repaid by the Trustee to the Authority as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Bondholders shall not look to the Trustee for the payment of such Bonds; provided, however, that before being required to make any such payment to the Authority, the Trustee may, and at the request of the Authority shall, at the expense of the Authority in either case, cause to be published once a week for two (2) successive weeks in a Financial Newspaper of general circulation in Los Angeles and in San Francisco, California, and in the same or a similar Financial Newspaper of general circulation in New York, New York, a notice that such money remains unclaimed and that, after a date named in such notice, which date shall not be less than thirty (30) days after the date of the first publication of each such notice, the balance of such money then unclaimed will be returned to the Authority.

**ARTICLE XI****PROVISIONS RELATED TO BOND INSURANCE POLICY; BOND INSURER AND RESERVE POLICY**

[PROVISIONS TO COME]

**ARTICLE XII****MISCELLANEOUS****SECTION 12.01 Liability of Authority Limited to Revenues.**

Notwithstanding anything contained herein, the Authority shall not be required to advance any money derived from any source other than the Revenues as provided herein for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds or for the performance of any agreements or covenants herein contained. The Authority may, however, advance funds for any such purpose so long as such funds are derived from a source legally available for such purpose.

The Bonds are limited obligations of the Authority and are payable, as to interest thereon, principal thereof and any premiums upon the redemption of any thereof, solely from the Revenues as provided herein, and the Authority is not obligated to pay them except from the Revenues. All the Bonds are equally secured by a pledge of and charge and lien upon the Revenues, and the Revenues constitute a trust fund for the security and payment of the interest on and principal of and redemption premiums, if any, on the Bonds as provided herein. The Bonds are not a debt of the City, the State or any of its political subdivisions, and neither the City, the State nor any of its political subdivisions is liable thereon, nor in any event shall the Bonds be payable out of any funds or properties other than those of the Authority as provided herein. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory limitation or restriction.

**SECTION 12.02 Benefits of this Trust Agreement Limited to Parties; Bond Insurer as Third Party Beneficiary.** Nothing contained herein, expressed or implied, is intended to give to any person other than the Authority, the Trustee, the Bond Insurer and the Bondholders any right, remedy or claim under or by reason hereof. Any agreement or covenant required herein to be performed by or on behalf of the Authority or any member, officer or employee thereof shall be for the sole and exclusive benefit of the Authority, the Trustee, the Bond Insurer and the Bondholders. To the extent that this Trust Agreement confers upon or gives or grants to the Bond Insurer any right, remedy or claim under or by reason of this Trust Agreement, the Bond Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

**SECTION 12.03 Successor Is Deemed Included In All References To Predecessor.** Whenever herein either the Authority or any member, officer or employee thereof or of the State is named or referred to, such reference shall be deemed to include the successor to the powers, duties and functions with respect to the Facilities that are presently vested in the

Authority or such member, officer or employee, and all agreements and covenants required hereby to be performed by or on behalf of the Authority or any member, officer or employee thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

**SECTION 12.04 Execution of Documents by Bondholders.** Any declaration, request or other instrument which is permitted or required herein to be executed by Bondholders may be in one or more instruments of similar tenor and may be executed by Bondholders in person or by their attorneys appointed in writing. The fact and date of the execution by any Bondholder or his attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to make acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer. The ownership of any Bonds and the amount, maturity, number and date of holding the same may be proved by the registration books relating to the Bonds at the Principal Office of the Trustee.

Any declaration, request, consent or other instrument or writing of the Bondholder of any Bond shall bind all future Bondholders of such Bond with respect to anything done or suffered to be done by the Trustee or the Authority in good faith and in accordance therewith.

**SECTION 12.05 Waiver of Personal Liability.** No member, officer or employee of the Authority or the City shall be individually or personally liable for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds by reason of their issuance, but nothing herein contained shall relieve any such member, officer or employee from the performance of any official duty provided by the Act or any other applicable provisions of law or hereby.

**SECTION 12.06 Acquisition of Bonds by Authority.** All Bonds acquired by the Authority, whether by purchase or gift or otherwise, shall be surrendered to the Trustee for cancellation.

**SECTION 12.07 Destruction of Cancelled Bonds.** Whenever provision is made for the return to the Authority of any Bonds which have been cancelled pursuant to the provisions hereof, the Authority may, by a Written Request of the Authority, direct the Trustee to destroy such Bonds and furnish to the Authority a certificate of such destruction, at its request.

**SECTION 12.08 Content of Certificates.** Every Certificate of the Authority with respect to compliance with any agreement, condition, covenant or provision provided herein shall include (a) a statement that the person or persons making or giving such certificate have read such agreement, condition, covenant or provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition,

covenant or provision has been complied with; and (d) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or provision has been complied with.

Any Certificate of the Authority may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person making or giving such certificate knows that the Opinion of Counsel with respect to the matters upon which his certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters information with respect to which is in the possession of the Authority, upon a representation by an officer or officers of the Authority unless the counsel executing such Opinion of Counsel knows that the representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

**SECTION 12.09 Publication for Successive Weeks.** Any publication required to be made hereunder for successive weeks in a Financial Newspaper may be made in each instance upon any Business Day of the first week and need not be made on the same Business Day of any succeeding week or in the same Financial Newspaper for any subsequent publication, but may be made on different Business Days or in different Financial Newspapers, as the case may be.

**SECTION 12.10 Accounts and Funds.** Any account or fund required herein to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such accounts and funds shall at all times be maintained in accordance with corporate trust industry standards and with due regard for the protection of the security of the Bonds and the rights of the Bondholders.

**SECTION 12.11 Business Day.** When any action is provided for herein to be done on a day named or within a specified time period, and the day or the last day of the period falls on a day which is not a Business Day, such action may be performed on the next ensuing Business Day with the same effect as though performed on the appointed day or within the specified period.

**SECTION 12.12 Notices.** All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the Authority: Moreno Valley Public Financing Authority  
c/o City of Moreno Valley-Dept. of Finance  
14177 Frederick Street  
Moreno Valley, CA 92552  
Attention: Treasurer  
Tel: (951) 413-3021

If to the Trustee: Wells Fargo Bank, National Association

707 Wilshire Boulevard, 17th Floor  
Los Angeles, California 90017  
Attention: Corporate Trust Department

If to the City: City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92552  
Attention: Chief Financial Officer  
Tel: (951) 413-3021

**SECTION 12.13 Notices to Rating Agencies.** The Trustee shall give written notice to the Rating Agencies of the redemption or defeasance of any Bonds, the amendment of the Facilities Sublease or Trust Agreement, any change in the Trustee.

**SECTION 12.14 Article and Section Headings and References.** The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to “Articles,” “Sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith,” “hereunder” and other words of similar import refer to this Trust Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

**SECTION 12.15 Partial Invalidity.** If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the Authority or the Trustee shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof or of the Bonds, and the Bondholders shall retain all the benefit, protection and security afforded to them under the Act or any other applicable provisions of law. The Authority and the Trustee hereby declare that they would have executed and delivered this Trust Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

**SECTION 12.16 Governing Law.** This Trust Agreement shall be governed exclusively by the provisions hereof and by the laws of the State as the same from time to time exist.

**SECTION 12.17 Execution in Several Counterparts.** This Trust Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.



**IN WITNESS WHEREOF**, the MORENO VALLEY PUBLIC FINANCING AUTHORITY has caused this Trust Agreement to be signed in its name by its Executive Director, and Wells Fargo Bank, National Association, in token of its acceptance of the trusts created hereunder, has caused this Trust Agreement to be signed by one of the officers thereunder duly authorized, all as of the day and year first above written.

MORENO VALLEY PUBLIC FINANCING  
AUTHORITY

By: \_\_\_\_\_  
Executive Director

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee

By: \_\_\_\_\_  
Authorized Officer

Acknowledged:

CITY OF MORENO VALLEY

By: \_\_\_\_\_  
City Manager

Attachment: Master Trust Agreement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC

EXHIBIT A

FORM OF SERIES 2015 BOND

No. \_\_\_\_\_

\$ \_\_\_\_\_

MORENO VALLEY PUBLIC FINANCING AUTHORITY  
LEASE REVENUE BOND, SERIES 2015 (TAXABLE)

NEITHER THE FULL FAITH AND CREDIT OF THE AUTHORITY NOR THE CITY OF MORENO VALLEY IS PLEDGED FOR THE PAYMENT OF THE INTEREST ON OR PRINCIPAL OF THE BONDS AND NO TAX OR OTHER SOURCE OF FUNDS OTHER THAN THE REVENUES HEREINAFTER REFERRED TO IS PLEDGED TO PAY THE INTEREST ON OR PRINCIPAL OF THE BONDS. NEITHER THE PAYMENT OF THE PRINCIPAL OF NOR INTEREST ON THE BONDS CONSTITUTES A DEBT, LIABILITY OR OBLIGATION OF THE CITY OF MORENO VALLEY.

Interest <u>Rate</u> ____%	Maturity <u>Date</u> November 1, _____	Dated <u>Date</u> _____, 2015	<u>CUSIP</u> _____
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REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: \_\_\_\_\_ DOLLARS

The MORENO VALLEY PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority, duly organized and validly existing under and pursuant to the laws of the State of California (the "Authority"), for value received, hereby promises to pay (but only out of the Revenues hereinafter referred to) to the registered owner identified above or registered assigns, on the maturity date specified above (subject to any right of prior redemption hereinafter provided for) the principal sum specified above, together with interest on such principal sum from the interest payment date next preceding the date of authentication of this Bond (unless this Bond is registered as of an interest payment date or during the period from the first day of the month containing an interest payment date to such interest payment date, in which event it shall bear interest from such interest payment date, or unless this Bond is authenticated prior to November 1, 2015, in which event it shall bear interest from the original issue date specified above) until the principal hereof shall have been paid at the interest rate per annum specified above, payable on November 1, 2015, and semiannually thereafter on each May 1 and November 1. Interest due on or before the maturity or prior redemption of this Bond shall be payable only by check mailed by first-class mail to the registered owner hereof; provided that upon the written request of a Bondholder of \$1,000,000 or more in aggregate principal amount of Bonds of the Series of which this Bond is a part received by the Trustee prior to the applicable

record date, interest shall be paid by wire transfer in immediately available funds to an account within the United States of America. The principal hereof is payable in lawful money of the United States of America upon presentation of this Bond at the designated corporate trust office of Wells Fargo Bank, National Association, in San Francisco or Los Angeles, California.

This Bond is one of a duly authorized issue of bonds of the Authority designated as its “Moreno Valley Public Financing Authority Lease Revenue Bonds” (the “Bonds”) and is one of a duly authorized series of such Bonds known as “Series 2015” (the “Series 2015 Bonds”) issued in an aggregate principal amount of \$XX,000,000, all of like tenor and date (except for such variations, if any, as may be required to designate varying numbers, maturities and interest rates), and is issued under and pursuant to the provisions of the Joint Exercise of Powers Act (being Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended) and all laws amendatory thereof or supplemental thereto (the “Act”) and under and pursuant to the provisions of a master trust agreement, dated as of [DATED DATE] (as amended from time to time, the “Trust Agreement”), between the Authority and Wells Fargo Bank, National Association, as trustee (together with any successor as trustee under the Trust Agreement, the “Trustee”) (copies of the Trust Agreement are on file at the principal office of the Trustee in San Francisco, California).

The Bonds are issued to provide funds to refund certain outstanding lease revenue bonds of the Authority. The Bonds are limited obligations of the Authority and are payable, as to interest thereon and principal thereof, solely from certain proceeds of the Bonds held in certain funds and accounts pursuant to the Trust Agreement and the revenues (as more fully defined in the Trust Agreement, the “Revenues”) derived from Base Rental Payments and other payments made by the City of Moreno Valley (the “City”), and all interest or other investment income thereon, pursuant to the Master Facilities Sublease, dated as of [DATED DATE] (as amended from time to time, the “Facilities Sublease”), by and between the Authority and the City, and the Authority is not obligated to pay the interest or premium, if any, on and principal of the Bonds except from the Revenues. All Bonds are equally and ratably secured in accordance with the terms and conditions of the Trust Agreement by a pledge of and charge and lien upon the Revenues, and the Revenues constitute a trust fund for the security and payment of the interest or premium, if any, on and principal of the Bonds as provided in the Trust Agreement. The full faith and credit of the Authority and the City are not pledged for the payment of the interest or premium, if any, on or principal of the Bonds. No tax shall ever be levied to pay the interest on or principal of the Bonds. The Bonds are not secured by a legal or equitable pledge of or charge or lien upon any property of the Authority or any of its income or receipts except the Revenues, and neither the payment of the interest on nor principal of the Bonds is a debt, liability or general obligation of the Authority, the City or any member of the Authority for which such entity is obligated to levy or pledge any form of taxation. Additional bonds payable from the Revenues may be issued which will rank equally as to security with the Bonds, but only subject to the conditions and upon compliance with the procedures set forth in the Trust Agreement. Reference is hereby made to the Act and to the Trust Agreement and any and all amendments thereof and supplements thereto for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Revenues, the rights of the registered owners of the Bonds, security for payment of the Bonds, remedies upon default and limitations thereon, and amendment of the Trust Agreement (with or without consent of the registered owners of the Bonds); and all the terms of the Trust Agreement are hereby incorporated herein

and constitute a contract between the Authority and the registered owner of this Bond, to all the provisions of which the registered owner of this Bond, by acceptance hereof, agrees and consents.

The Bonds are subject to redemption by the Authority on the dates, and at the redemption prices, set forth in the Trust Agreement.

Notice of redemption of this Bond shall be given by first-class mail not less than thirty (30) days nor more than sixty (60) days before the redemption date to the registered owner of any Bond selected for redemption, subject to and in accordance with provisions of the Trust Agreement with respect thereto. If notice of redemption has been duly given as aforesaid and money for the payment of the above-described redemption price is held by the Trustee, then this Bond shall, on the redemption date designated in such notice, become due and payable at the above-described redemption price; and from and after the date so designated, interest on this Bond shall cease to accrue and the registered owner of this Bond shall have no rights with respect hereto except to receive payment of the redemption price hereof.

If an Event of Default (as defined in the Trust Agreement) shall occur, the Trust Agreement provides that the Trustee may take certain actions and exercise certain remedies as provided in the Trust Agreement.

This Bond is transferable only on a register to be kept for that purpose at the above-mentioned corporate trust office of the Trustee by the registered owner hereof in person or by the duly authorized attorney of such owner upon payment of the charges provided in the Trust Agreement and upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or the duly authorized attorney of such owner, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount in authorized denominations will be issued to the transferee in exchange therefor. The Authority and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of the interest hereon and principal hereof and for all other purposes, whether or not this Bond shall be overdue, and neither the Authority nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on and principal of this Bond shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on this Bond to the extent of the sum or sums so paid.

This Bond shall not be entitled to any benefit, protection or security under the Trust Agreement or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been executed and dated by the Trustee.

It is hereby certified and recited that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Act, and by the Constitution and laws of the State of California, that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Constitution or laws of the State of California and is not in excess of the amount of Bonds permitted to be issued under the Trust Agreement.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the Moreno Valley Public Financing Authority has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Executive Director of the Authority and countersigned by the manual or facsimile signature of the Secretary of said Authority, and has caused this Bond to be dated as of the original issue date specified above.

MORENO VALLEY PUBLIC FINANCING  
AUTHORITY

By: \_\_\_\_\_  
Executive Director

Countersigned:

\_\_\_\_\_  
Secretary

[FORM OF CERTIFICATE OF AUTHENTICATION  
TO APPEAR ON SERIES 2015 BONDS]

This is one of the Bonds described in the within-mentioned Trust Agreement which has been registered and authenticated on \_\_\_\_\_.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By: \_\_\_\_\_  
Authorized Signatory

Attachment: Master Trust Agreement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC

[FORM OF ASSIGNMENT TO  
APPEAR ON SERIES 2015 BONDS]

For value received the undersigned hereby sells, assigns and transfers unto (Taxpayer Identification Number: \_\_\_\_\_) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

NOTE: The signature to this Assignment must correspond with the name as written on the face of the Bond in every particular, without alteration or enlargement or any change whatever.

Dated: \_\_\_\_\_

PLEASE INSERT SOCIAL SECURITY NUMBER, TAXPAYER IDENTIFICATION NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

Signature Guaranteed:

NOTE: Signature must be guaranteed by an eligible guarantor institution.

Attachment: Master Trust Agreement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC

[STATEMENT OF BOND INSURANCE, IF ANY, TO  
APPEAR ON SERIES 2015 BONDS]

Attachment: Master Trust Agreement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC



EXHIBIT B  
DESCRIPTION OF 2015 PROJECT

Attachment: Master Trust Agreement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC

Recording requested by  
and return to:

CITY OF MORENO VALLEY  
c/o Orrick, Herrington & Sutcliffe LLP  
777 South Figueroa Street, Suite 3200  
Los Angeles, California 90017

Attention: William W. Bothwell, Esq.

---

Pursuant to Section 27383 of the  
Government Code of the State of  
California, recording of this document is  
Exempt from any fees charged by the  
recorder.

Transfer tax: None, exempt per R&T  
11922, Lessee is governmental entity.

**MASTER FACILITIES LEASE**

between the

**CITY OF MORENO VALLEY**

and

**MORENO VALLEY PUBLIC FINANCING AUTHORITY**

Dated as of [DATED DATE]

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Attachment: Master Facilities Lease (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC

## MASTER FACILITIES LEASE

This Master Facilities Lease (the “Lease”), dated as of [DATED DATE], by and between the CITY OF MORENO VALLEY, a general law city organized and existing under and by virtue of the laws of the State of California (the “City”), as lessor, and the MORENO VALLEY PUBLIC FINANCING AUTHORITY, a public entity and agency (the “Authority”), duly organized and existing pursuant to an Agreement entitled “Joint Exercise of Powers Agreement” by and between the City of Moreno Valley and the former Redevelopment Agency of the City of Moreno Valley, as lessee;

### W I T N E S S E T H:

**WHEREAS**, the City intends to lease the Facilities (as defined herein) to the Authority pursuant to this Lease; and

**WHEREAS**, the Authority intends to sublease the Facilities back to the City pursuant to a Master Facilities Sublease, dated as of [DATED DATE] (the “Sublease”) by and between the Authority, as lessor, and the City, as lessee; and

**WHEREAS**, the Authority intends to issue its Lease Revenue Bonds, Series 2015 (Taxable) (the “Series 2015 Bonds”, and together with any bonds issued on a parity therewith, the “Bonds”) pursuant to a trust agreement and in accordance with the Joint Exercise of Powers Agreement and its powers thereunder and under the laws of the State of California; and

**WHEREAS**, the proceeds of the Series 2015 Bonds will be applied by the City to finance the 2015 Project;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

#### **SECTION 1. Facilities.**

The City hereby leases to the Authority and the Authority hereby leases from the City, on the terms and conditions hereinafter set forth, the real property and improvements situated in the City of Moreno Valley, State of California, and described in Exhibit A attached hereto and made a part hereof, including removal or substitution or addition of any additional real property by any supplement or amendment hereto, in accordance with Section 2.04 of the Sublease and the Trust Agreement (herein collectively called the “Facilities”).

#### **SECTION 2. Term.**

The term of this Lease shall commence on the date of recordation of this Lease in the office of the County Recorder of Riverside County, State of California, or on [DATED DATE, whichever is earlier, and shall end on [November 1, 2046], unless such term is extended or sooner terminated as hereinafter provided, including as such term may be extended in connection with the issuance of additional Bonds. If on [November 1, 2046] (or such later date established in connection with the issuance of additional Bonds), the Bonds and all other amounts due under the Trust Agreement shall not be fully paid, or if the rental or other amounts payable under the Sublease shall have been abated at any time and for any reason or shall not

have been fully paid, then the term of this Lease shall be extended until ten (10) days after the Bonds and all other amounts due under the Trust Agreement and the Sublease shall be fully paid, except that the term of this Lease shall in no event be extended beyond [November 1, 2056] (or such later date established in connection with the issuance of additional Bonds). If prior to [November 1, 2046], the Bonds and all other amounts due under the Trust Agreement shall be fully paid, the term of this Lease shall end ten (10) days thereafter or ten (10) days after written notice by the City to the Authority, whichever is earlier.

### **SECTION 3. Rental.**

The Authority shall pay to the City as and for rental hereunder, including but not limited to the payment of rent for the Facilities, the sum of \$XX,000,000, which amount shall be deposited pursuant to the Trust Agreement in the funds and accounts thereunder, and which amount the City finds and determines is full and fair rental for the Facilities.

### **SECTION 4. Purpose.**

The Authority shall use the Facilities solely for the purpose of leasing the Facilities to the City pursuant to the Sublease and for such purposes as may be incidental thereto; provided, that in the event of default by the City under the Sublease the Authority may exercise the remedies provided in the Sublease or in the Trust Agreement.

### **SECTION 5. Owner in Fee.**

The City covenants that it is the owner in fee of the Facilities, as described in Exhibit A hereto. The City further covenants and agrees that if for any reason this covenant proves to be incorrect, the City will either institute eminent domain proceedings to condemn the property or institute a quiet title action to clarify the City's title, and will diligently pursue such action to completion. The City further covenants and agrees that it will hold the Authority and the Bondowners harmless from any loss, cost or damages resulting from any breach by the City of the covenants contained in this Section.

### **SECTION 6. Assignments and Subleases.**

Unless the City shall be in default under the Sublease, the Authority may not assign its rights under this Lease or sublet the Facilities, except pursuant to the Sublease, without the written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Upon the occurrence of a default by the City under the Sublease, the Authority may assign or sell its rights under this Lease or sublet the Facilities without the consent of the City.

### **SECTION 7. Right of Entry; Easements.**

The City reserves the right for any of its duly authorized representatives to enter upon the Facilities at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

### **SECTION 8. Termination.**

The Authority agrees, upon the termination of this Lease, to quit and surrender the Facilities in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and the Authority further agrees that any permanent improvements to and structures existing upon the Facilities at the time of the termination of this Lease shall remain thereon and title thereto shall vest in the City.

Upon the exercise of the option to purchase set forth in Section 7.03 of the Sublease and upon payment of the option price required by said section, the term of this Lease shall terminate as to the portion of the Facilities being so purchased is situated.

### **SECTION 9. Default.**

In the event the Authority shall be in default in the performance of any obligation on its part to be performed under the terms of this Lease, which default continues for one hundred and eighty (180) days following notice and demand for correction thereof to the Authority, the City may exercise any and all remedies granted by law, except that no merger of this Lease and of the Sublease shall be deemed to occur as a result thereof; provided, however, that the City shall have no power to terminate this Lease by reason of any default on the part of the Authority if such termination would affect or impair any assignment or sublease of all or any part of the Facilities then in effect between the Authority and any assignee or subtenant of the Authority (other than the City under the Sublease). So long as any such assignee or subtenant of the Authority shall duly perform the terms and conditions of this Lease, such assignee or subtenant shall be deemed to be and shall become the tenant of the City hereunder and shall be entitled to all of the rights and privileges granted under any such assignment; provided, further, that so long as any Bonds are outstanding and unpaid in accordance with the terms thereof, the rentals or any part thereof payable to the Authority or Trustee shall continue to be paid to the Trustee on behalf of the Bondowners.

### **SECTION 10. Quiet Enjoyment.**

The Authority at all times during the term of this Lease, shall peaceably and quietly have, hold and enjoy all of the Facilities.

### **SECTION 11. Waiver of Personal Liability.**

All liabilities under this Lease on the part of the Authority shall be solely liabilities of the Authority, as a public entity and agency, and the City hereby releases each and every member, director, officer, agent or employee of the Authority of and from any personal or individual liability under this Lease. No member, director, officer, agent or employee of the Authority shall at any time or under any circumstances be individually or personally liable under this Lease to the City or to any other party whomsoever for anything done or omitted to be done by the Authority hereunder.

The Authority and its members, directors, officers, agents, employees and assignees shall not be liable to the City or to any other party whomsoever for any death, injury or

damage that may result to any person or property by or from any cause whatsoever in, on or about the Facilities. The City, to the extent permitted by law, shall indemnify and hold the Authority and its members, directors, officers, agents, employees and assignees, harmless from, and defend each of them against, any and all claims, liens and judgments arising from the operation of the Facilities, including, without limitation, death of or injury to any person or damage to property whatsoever occurring in, on or about the Facilities regardless of responsibility for negligence, but excepting the active negligence of the person or entity seeking indemnity.

**SECTION 12. Taxes.**

The City covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Facilities (including both land and improvements).

**SECTION 13. Eminent Domain.**

In the event the whole or any part of the Facilities is taken by eminent domain proceedings, the interest of the Authority shall be recognized and is hereby determined to be the amount of the then unpaid or outstanding Bonds and all other amounts due under the Trust Agreement and the Sublease attributable to the whole or part of the Facilities taken, and such amount shall be paid to the Trustee, and the balance of the award, if any, shall be paid to the City.

**SECTION 14. Partial Invalidity.**

If any one or more of the terms, provisions, covenants or conditions of this Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Lease shall be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 15. Notices.**

All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and, if to the City, addressed to the City in care of the Financial and Administrative Services Director, 14177 Frederick Street, Moreno Valley, CA 92552, or if to the Authority, addressed to the Authority in care of the Executive Director, 14177 Frederick Street, Moreno Valley, CA 92552, in all cases with a copy to the Trustee, or to such other addresses as the respective parties may from time to time designate by notice in writing.

**SECTION 16. Section Headings.**

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**SECTION 17. Amendment.**

The Authority and the City may at any time agree to the amendment of this Lease; provided, however, that the Authority and the City agree and recognize that this Lease is entered into in accordance with the terms of the Trust Agreement, and accordingly, that any such amendment shall only be made or effected in accordance with and subject to the terms of the Trust Agreement.

**SECTION 18. Execution.**

This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Lease. It is also agreed that separate counterparts of this Lease may separately be executed by the City and the Authority, all with the same force and effect as though the same counterpart had been executed by both the City and the Authority.



IN WITNESS WHEREOF, the City and the Authority have caused this Master Facilities Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF MORENO VALLEY,  
Lessor

By \_\_\_\_\_  
Michelle Dawson, City Manager

MORENO VALLEY PUBLIC FINANCING  
AUTHORITY,  
Lessee

By \_\_\_\_\_  
Michelle Dawson, Executive Director

Attachment: Master Facilities Lease (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC

**EXHIBIT A**  
**DESCRIPTION OF THE FACILITIES**

**Attachment: Master Facilities Lease (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC**



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

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_, 2015, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ [SEAL]

Attachment: Master Facilities Lease (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC

Recording requested by  
and return to:

CITY OF MORENO VALLEY  
c/o Orrick, Herrington & Sutcliffe LLP  
777 South Figueroa Street, Suite 3200  
Los Angeles, California 90017

Attention: William W. Bothwell, Esq.

---

Pursuant to Section 27383 of the  
Government Code of the State of  
California, recording of this document is  
exempt from any fees charged by the  
recorder.

Transfer tax: None, exempt per R&T  
11922, Lessee is governmental entity.

## **MASTER FACILITIES SUBLEASE**

between the

**MORENO VALLEY PUBLIC FINANCING AUTHORITY**

and

**CITY OF MORENO VALLEY**

Dated as of [DATED DATE]

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Attachment: Master Facilities Sublease (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC

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**Attachment: Master Facilities Sublease (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC**



## MASTER FACILITIES SUBLEASE

This MASTER FACILITIES SUBLEASE, dated as of [DATED DATE] (the “Sublease”), between the MORENO VALLEY PUBLIC FINANCING AUTHORITY (the “Authority”), a public entity and agency (duly organized and existing pursuant to an Agreement entitled “Joint Exercise of Powers Agreement” by and between the City of Moreno Valley and the former Redevelopment Agency of the City of Moreno Valley), as lessor, and the CITY OF MORENO VALLEY (the “City”), a city organized and validly existing under the Constitution and general laws of the State of California, as lessee;

### W I T N E S S E T H:

**WHEREAS**, the City intends to lease the Facilities (as defined herein) to the Authority pursuant to the Lease (as defined herein); and

**WHEREAS**, the Authority intends to sublease the Facilities back to the City pursuant to this Sublease; and

**WHEREAS**, the Authority intends to issue its Lease Revenue Bonds, Series 2015 (Taxable) (the “Series 2015 Bonds”, and together with any bonds issued on a parity therewith, the “Bonds”) pursuant to a master trust agreement and in accordance with the Joint Exercise of Powers Agreement and its powers thereunder and under the laws of the State of California; and

**WHEREAS**, the proceeds of the Series 2015 Bonds will be applied by the City to finance the “2015 Project”;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

## ARTICLE I

### DEFINITIONS

#### SECTION 1.01. Definitions.

Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Sublease, have the meanings herein specified, which meanings shall be equally applicable to both the singular and plural forms of any of the terms herein defined. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Trust Agreement.

#### Additional Bonds

The term “Additional Bonds” means bonds issued pursuant to Article III of the Trust Agreement.

Additional Payments

The term “Additional Payments” means all amounts payable to the Authority or the Trustee or any other person from the City as Additional Payments pursuant to Section 3.02 hereof.

Authority

The term “Authority” means (i) the Moreno Valley Public Financing Authority, acting as lessor hereunder; (ii) any surviving, resulting or transferee entity; and (iii) except where the context requires otherwise, any assignee of the Authority.

Base Rental Payments

The term “Base Rental Payments” means all amounts payable to the Authority from the City as Base Rental Payments pursuant to Section 3.01 hereof.

Base Rental Payment Schedule

The term “Base Rental Payment Schedule” means the schedule of Base Rental Payments payable to the Authority from the City pursuant to Section 3.01 hereof and attached hereto as Exhibit B.

Bonds

The term “Bonds” means the bonds issued by the Authority under and pursuant to the Trust Agreement.

Code

The term “Code” means the Internal Revenue Code of 1986, as amended.

City

The term “City” means the City of Moreno Valley, California, a city organized and validly existing under the Constitution and general laws of the State of California.

Event of Default

The term “Event of Default” shall have the meaning specified in Section 6.01 hereof.

Facilities

The term “Facilities” means the real property described in Exhibit A attached hereto, including the buildings, other improvements and facilities located thereon, or any portion thereof, or any City buildings, other improvements and facilities substituted therefor or added thereto, or any portion thereof, in accordance with this Sublease and the Trust Agreement; subject, however, to any conditions, reservations and easements of record known to the City.

Insurance Consultant

The term “Insurance Consultant” means an individual or firm employed by the City that has experienced personnel in the field of risk management.

Lease

The term “Lease” means that lease, entitled “Master Facilities Lease,” dated as of [DATED DATE], between the City, as lessor, and the Authority, as lessee, as originally executed and recorded or as it may from time to time be supplemented, modified or amended pursuant to the provisions thereof and of the Trust Agreement.

Outstanding

The term “Outstanding,” when applied to Bonds, shall have the meaning ascribed to such term in the Trust Agreement.

Permitted Encumbrances

“Permitted Encumbrances” means (1) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the City may, pursuant to this Sublease, permit to remain unpaid; (2) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of recordation of this Sublease in the office of the County Recorder of the County of Riverside and which the City certifies in writing will not materially impair the use of the Facilities; (3) the Lease, as it may be amended from time to time; (4) this Sublease, as it may be amended from time to time; (5) the Trust Agreement, as it may be amended from time to time; (6) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (7) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions to which the Authority and the City consent in writing and certify to the Trustee will not materially impair the leasehold interests of the Authority or use of the Facilities by the City; and (8) subleases and assignments of the City which will not adversely affect the exclusion from gross income of interest on the Bonds.

Permitted Investments

The term “Permitted Investments” shall have the meaning ascribed to such term in the Trust Agreement.

Rental Payment Period

The term “Rental Payment Period” means the twelve month period commencing November 2 of each year and ending the following November 1.

Series 2015 Bonds

The term “Series 2015 Bonds” means the bonds issued and so designated by the Authority under and pursuant to the Trust Agreement.

State

The term “State” means the State of California.

Sublease

The term “Sublease” means this Master Facilities Sublease, as originally executed and recorded or as it may from time to time be supplemented, modified or amended pursuant to the provisions hereof and of the Trust Agreement.

Supplemental Trust Agreement

The term “Supplemental Trust Agreement” means any supplement or amendment to the Trust Agreement hereafter duly authorized and entered into between the Authority and the Trustee in accordance with the provisions of the Trust Agreement.

Tax Certificate

The term “Tax Certificate” shall have the meaning ascribed to such term in the Trust Agreement.

Trust Agreement

The term “Trust Agreement” means the master trust agreement, entitled “Master Trust Agreement” and dated as of [DATED DATE], by and between the Authority and the Trustee, pursuant to which the Trustee will deliver the Series 2015 Bonds, as originally executed or as it may from time to time be supplemented or amended by a Supplemental Trust Agreement entered into pursuant to the provisions of the Trust Agreement.

Trustee

The term “Trustee” means Wells Fargo Bank, National Association, appointed as trustee pursuant to the Trust Agreement, and any successor appointed under the Trust Agreement.

Written Request of the Authority

The term “Written Request of the Authority” means an instrument in writing signed by or on behalf of the Authority by its Chair, Vice-Chair, Secretary, Executive Director or Treasurer or by any other person (whether or not an officer of the Authority) who is specifically authorized by resolution of the Authority for that purpose.

Written Request of the City

The term “Written Request of the City” means an instrument in writing signed by the Mayor, Vice-Mayor, City Manager, or the Finance Director/Treasurer of the City or any such official’s duly authorized designee, or by any other officer or employee of the City duly authorized by the City for that purpose.

ARTICLE II

LEASE OF FACILITIES; TERM; SUBSTITUTION; RELEASE; ADDITION OF PROPERTY

SECTION 2.01. Lease of Facilities. The Authority hereby leases to the City and the City hereby leases from the Authority the Facilities, subject, however, to all easements, encumbrances and restrictions that exist at the time of the commencement of the term of this Sublease. The City hereby agrees and covenants during the term of this Sublease that it will use the Facilities for public and City purposes.

The leasing by the City to the Authority of the Facilities shall not effect or result in a merger of the City's leasehold estate pursuant to this Sublease and its fee estate as lessor under the Lease, and the Authority shall continue to have and hold a leasehold estate in said Facilities pursuant to the Lease throughout the term thereof. As to said Facilities this Sublease shall be deemed and constitute a sublease.

SECTION 2.02. Term; Occupancy. (A) Term. The term of this Sublease shall commence on the date of recordation of this Sublease in the office of the County Recorder of the County of Riverside, or on [DATED DATE] whichever is earlier, and shall end on [November 1, 2046], unless such term is extended or sooner terminated as hereinafter provided (including as such term may be extended in connection with the issuance of Additional Bonds). If on [November 1, 2046] (or such later date established in connection with the issuance of Additional Bonds), the Bonds and all amounts due hereunder and under the Trust Agreement shall not be fully paid, or if the rental or other amounts payable hereunder shall have been abated at any time and for any reason, then the term of this Sublease shall be extended until all Bonds and all amounts due hereunder and under the Trust Agreement shall be fully paid, except that the term of this Sublease shall in no event be extended beyond [November 1, 2056] (or such later date established in connection with the issuance of Additional Bonds). If prior to [November 1, 2046], all Bonds and all amounts due hereunder and under the Trust Agreement shall be fully paid, or provision therefor made in accordance with the terms and provisions of the Trust Agreement, the term of this Sublease shall end immediately.

SECTION 2.03. The Facilities. The City and the Authority hereby agree to lease the Facilities hereunder. The annual Base Rental Payments for the Facilities as set forth in Exhibit B hereto shall be the fair rental value for the Facilities, as hereby determined by the City. The Base Rental Payments for the Facilities shall be due and payable on the dates set forth in Section 3.01 hereof.

SECTION 2.04. Substitution; Release; Addition of Property. (A) The City and the Authority may add, substitute or release real property for all or part of, or may release a part of, the Facilities for purposes of the Lease and this Sublease, but only after the City shall have filed with the Authority and the Trustee, with copies to each rating agency then providing a rating for the Bonds, all of the following:

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(i) Executed copies of the Lease and this Sublease or amendments thereto containing the amended description of the Facilities, including the legal description of any real property component of the Facilities as modified, if necessary.

(ii) A Written Certificate of the City, certifying that the annual fair rental value (which may be based on, but not limited to, the construction or acquisition cost or replacement cost of such facility to the City) of the Facilities that will constitute the Facilities after such addition, substitution or withdrawal will be at least equal to 100% of the maximum amount of Base Rental Payments becoming due in the then current fiscal year or in any subsequent fiscal year. At the sole discretion of the City, in the alternative, in the event of a substitution only, the Written Certificate of the City will certify that the annual fair rental value of the new Facility is at least equal to that of the substituted Facility.

(iii) With respect to an addition or substitution of property, a leasehold owner's title insurance policy or policies or a commitment for such policy or policies or an amendment or endorsement to an existing title insurance policy or policies resulting in title insurance with respect to the Facilities after such addition or substitution in an amount at least equal to the aggregate principal amount of Bonds Outstanding; each such insurance instrument, when issued, shall name the Trustee as the insured, and shall insure the leasehold estate of the Authority in such property subject only to such exceptions as do not substantially interfere with the City's right to use and occupy such property and as will not result in an abatement of Base Rental Payments payable by the City under this Sublease.

(iv) A Written Certificate of the City stating that such addition, substitution or withdrawal, as applicable, does not adversely affect the City's use and occupancy of the Facilities.

(v) With respect to the substitution of property, a Written Certificate of the City stating that the useful life of the property to be substituted is at least equal to the useful life of the property being released.

(vi) An opinion of bond counsel stating that any amendment executed in connection with such addition, substitution or withdrawal, as the case may be, (i) is authorized or permitted under this Sublease; (ii) will, upon the execution and delivery thereof, be valid and binding upon the Authority and the City; and (iii) will not cause the interest on any tax-exempt Bonds to be included in gross income for federal income tax purposes.

(B) The City and the Authority hereby agree that the Facilities or portion thereof for which other real property is substituted, pursuant to Section 2.04(A), shall be released from the Lease and this Sublease, and shall no longer be encumbered thereby and hereby or by the Trust Agreement at such time as the City shall have caused said substitution.

**ARTICLE III**

**BASE RENTAL PAYMENTS**

**SECTION 3.01. Base Rental Payments.** The City agrees to pay to the Authority, as Base Rental Payments for the use and occupancy of the Facilities (subject to the provisions of Sections 3.04, 3.06 and 7.01 of this Sublease), annual rental payments, all in accordance with the Base Rental Payment Schedule attached hereto as Exhibit B and made a part hereof. The Base Rental Payments payable hereunder shall be due and payable on October 25 and April 25 in the amounts set forth in Exhibit B hereto and shall be for the use and occupancy of the Facilities during the one-year period ending on the 1st day of each November.

If the term of this Sublease shall have been extended pursuant to Section 2.02 hereof, Base Rental Payment installments shall continue to be payable on October 25 and April 25 in each year, and payable as hereinabove described, continuing to and including the date of termination of this Sublease, in an amount equal to the amount of Base Rental payable for the twelve-month period commencing [November 2, 2045].

The City agrees that all Base Rental Payments for the Facilities shall be paid by the City from lawfully available funds of the City.

**SECTION 3.02. Additional Payments.** The City shall also pay such amounts (herein called the “Additional Payments”) as shall be required by the Authority for the payment of all amounts, costs and expenses incurred by the Authority in connection with the execution, performance or enforcement of this Sublease or any assignment hereof, the Trust Agreement, the Authority’s interest in the Facilities and the lease of the Facilities to the City, including but not limited to payment of all fees, costs and expenses and all administrative costs of the Authority related to the Bonds, the Facilities, including, without limiting the generality of the foregoing, salaries and wages of employees, all expenses, compensation and indemnification payable by the Authority to the Trustee under the Trust Agreement, fees of auditors, accountants, attorneys or architects, and all other necessary administrative costs of the Authority or charges required to be paid by it in order to maintain its existence or to comply with the terms of the Bonds or of the Trust Agreement; but not including in such Additional Payments amounts required to pay the principal of or interest on the Bonds.

Such Additional Payments shall be billed to the City by the Authority or the Trustee from time to time, together with a statement certifying that the amount billed has been paid by the Authority or by the Trustee on behalf of the Authority, for one or more of the items above described, or that such amount is then payable by the Authority or the Trustee for such items. Amounts so billed shall be paid by the City within sixty (60) days after receipt of the bill by the City. The City reserves the right to audit billings for Additional Payments although exercise of such right shall in no way affect the duty of the City to make full and timely payment for all Additional Payments.

The Authority may in the future issue bonds to finance facilities, and may in the future enter into leases with respect to other facilities. The administrative costs of the Authority shall be allocated among such other facilities and the Facilities as hereinafter in this paragraph

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provided. The fees of the Trustee under the Trust Agreement, and any other expenses directly attributable to the Facilities shall be included in the Additional Payments payable hereunder. The fees of any trustee or paying agent under any indenture securing bonds of the Authority or any trust agreement other than the Trust Agreement, and any other expenses directly attributable to any facilities other than the Facilities, shall not be included in the administrative costs of the Facilities, and shall not be paid from the Additional Payments payable hereunder. Any expenses of the Authority not directly attributable to any particular project of the Authority shall be equitably allocated among all such projects, including the Facilities in accordance with sound accounting practice. In the event of any question or dispute as to such allocation, the written opinion of an independent firm of certified public accountants, employed by the Authority to consider the question and render an opinion thereon, shall be a final and conclusive determination as to such allocation. The Trustee may conclusively rely upon the Written Request of the Authority, with the approval of the Mayor, Vice-Mayor, City Manager or Finance Director of the City or any such officer's duly authorized designee, or a duly authorized representative of the City, endorsed thereon, in making any determination that costs relating to the Authority are payable as Additional Payments hereunder, and shall not be required to make any investigation as to whether or not the items so requested to be paid are expenses of operation of the Facilities.

**SECTION 3.03. Fair Rental Value.** Such payments of Base Rental Payments and Additional Payments for each Rental Payment Period during the term of this Sublease shall constitute the total rental for said Rental Payment Period and shall be paid by the City in each Rental Payment Period for and in consideration of the right of use and occupancy of the Facilities during each such period for which said rental is to be paid. The parties hereto have agreed and determined that such total rental payable for each Rental Payment Period represents no more than the fair rental value of the Facilities for each such period. In making such determination, consideration has been given to the cost of acquisition of the Facilities, other obligations of the parties under this Sublease, the uses and purposes which may be served by the Facilities and the benefits therefrom which will accrue to the City and the general public.

**SECTION 3.04. Payment Provisions.** Each Base Rental Payment installment or Additional Payment payable hereunder shall be paid in lawful money of the United States of America to or upon the order of the Authority at the corporate trust office of the Trustee or such other place as the Authority shall designate. Any such Base Rental Payment installment or Additional Payment accruing hereunder which shall not be paid when due and payable under the terms of this Sublease shall bear interest at the rate of twelve percent (12%) per annum, or such lesser rate of interest as may be the maximum rate permitted by law, from the date when the same is due hereunder until the same shall be paid (provided that the foregoing shall not apply to payments following an abatement). Notwithstanding any dispute between the Authority and the City, the City shall make all Base Rental Payments, Additional Payments and other payments when due without deduction or offset of any kind and shall not withhold any rental or other payments pending the final resolution of such dispute. In the event of a determination that the City was not liable for said payments or any portion thereof, said payments or excess of payments, as the case may be, shall be credited against subsequent payments due hereunder or refunded at the time of such determination. Amounts required to be deposited by the City with the Trustee pursuant to this Section for payment of Base Rental



Payments on any date shall be reduced to the extent of amounts on deposit in the Revenue Fund and available therefor.

Rental is subject to abatement as provided in Section 3.06 hereof.

**SECTION 3.05. Appropriations Covenant; Base Rental Payments and Additional Payments to Constitute a Current Expense of the City.** The City covenants to take such action as may be necessary to include all such Base Rental Payments and Additional Payments due hereunder in its annual budgets, and to make necessary annual appropriations for all such Base Rental Payments and Additional Payments. The City will deliver to the Authority and the Trustee copies of the portion of each annual City budget relating to the payment of Base Rental Payments and Additional Payments hereunder within thirty (30) days after the filing or adoption thereof. The covenants on the part of the City herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Sublease agreed to be carried out and performed by the City.

The Authority and the City understand and intend that the obligation of the City to pay Base Rental Payments and Additional Payments hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City, Base Rental Payments and Additional Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise legally available for the purpose of paying Base Rental Payments and Additional Payments or other payments due hereunder as consideration for the use of the Facilities. The City has not pledged the full faith and credit of the City, the State or any agency or department thereof to the payment of the Base Rental Payments and Additional Payments or any other payments due hereunder.

**SECTION 3.06. Rental Abatement.** The Base Rental Payments and Additional Payments shall be abated proportionately, during any period in which by reason of any material damage or destruction (other than by condemnation which is hereinafter provided for) there is substantial interference with the use and occupancy of the Facilities by the City, in the proportion in which the cost of that portion of the Facilities rendered unusable bears to the cost of the whole of the Facilities. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction. In the event of any such damage or destruction, this Sublease shall continue in full force and effect and the City waives the benefits of California Civil Code Section 1932(2) and 1933(4) and of Title 11 of the United States Code, Section 365(h) and any and all other rights to terminate this Sublease by virtue of any such damage or destruction or interference.

## ARTICLE IV

### USE OF PROCEEDS; MAINTENANCE OF, ALTERATIONS OF, AND ADDITIONS TO FACILITIES

**SECTION 4.01. Use of Proceeds.** The parties hereto agree that the proceeds of the Series 2015 Bonds will be used to refund the Refunded Bonds. Proceeds of any Additional Bonds will be applied in accordance with a supplement to this Sublease.

**SECTION 4.02. Maintenance and Utilities.** Throughout the term of this Sublease, all maintenance and repair, both ordinary and extraordinary, of the Facilities shall be the responsibility of the City, which shall at all times maintain or otherwise arrange for the maintenance of the Facilities in first class condition, and the City shall pay for or otherwise arrange for the payment of all utility services supplied to the Facilities, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, ventilation, air conditioning, water and all other utility services, and shall pay for or otherwise arrange for payment of the cost of the repair and replacement of the Facilities resulting from ordinary wear and tear or want of care on the part of the City or any assignee or sublessee thereof or any other cause and shall pay for or otherwise arrange for the payment of all insurance policies required to be maintained with respect to the Facilities.

**SECTION 4.03. Changes to the Facilities.** Subject to Section 8.02 hereof, the City shall, at its own expense, have the right to remodel the Facilities or to make additions, modifications and improvements to the Facilities. All such additions, modifications and improvements shall thereafter comprise part of the Facilities and be subject to the provisions of this Sublease. Such additions, modifications and improvements shall not in any way damage the Facilities or cause either to be used for purposes other than those authorized under the provisions of State and federal law; and the Facilities, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is at least equal to the value of the Facilities immediately prior to the making of such additions, modifications and improvements.

**SECTION 4.04. Installation of City's Equipment.** The City and any sublessee may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Facilities. All such items shall remain the sole property of such party, in which neither the Authority nor the Trustee shall have any interest, and may be modified or removed by such party at any time provided that such party shall repair and restore any and all damage to the Facilities resulting from the installation, modification or removal of any such items. Nothing in this Sublease shall prevent the City from purchasing items to be installed pursuant to this Section under a conditional sale or lease purchase contract, or subject to a vendor's lien or security agreement as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Facilities.

ARTICLE V

INSURANCE

**SECTION 5.01. Fire and Extended Coverage.** The City shall procure or cause to be procured and maintain or cause to be maintained, throughout the term of this Sublease, insurance against loss or damage to any structures constituting any part of the Facilities by fire and lightning, with extended coverage insurance, vandalism and malicious mischief insurance and sprinkler system leakage insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be in an amount equal to the replacement cost (without deduction for depreciation) of all structures constituting any part of the Facilities, excluding the cost of excavations, of grading and filling, and of the land, or, in the alternative, shall be in an amount and in a form sufficient, in the event of total or partial loss, to enable all Bonds then Outstanding to be redeemed.

As an alternative to providing the insurance required by the first paragraph of this Section, or any portion thereof, the City may provide a self-insurance method or plan of protection if and to the extent such self-insurance method or plan of protection shall afford reasonable protection to the Authority, the Holders and the Trustee, in light of all circumstances, giving consideration to cost, availability and similar plans or methods of protection adopted by public entities in the State other than the City. Before such other method or plan may be provided by the City, and annually thereafter so long as such method or plan is being provided to satisfy the requirements of this Sublease, there shall be filed with the Trustee a certificate of an Insurance Consultant or other qualified person, stating that, in the opinion of the signer, the substitute method or plan of protection is in accordance with the requirements of this Section and, when effective, would afford reasonable protection to the Authority, its members, directors, officers, agents and employees and the Trustee against loss and damage from the hazards and risks covered thereby. There shall also be filed a certificate of the City setting forth the details of such substitute method or plan.

In the event of any damage to or destruction of any part of the Facilities caused by the perils covered by such insurance, the Authority, except as hereinafter provided, shall cause the proceeds of such insurance to be used for the repair, reconstruction or replacement of the damaged or destroyed portion of the Facilities, and the Trustee shall hold said proceeds separate and apart from all other funds in a special fund to be designated the "Insurance and Condemnation Fund," to the end that such proceeds shall be applied to the repair, reconstruction or replacement of the Facilities to at least the same good order, repair and condition as it was in prior to the damage or destruction, insofar as the same may be accomplished by the use of said proceeds. The Trustee shall withdraw said proceeds from time to time upon receiving the Written Request of the Authority, stating that the Authority has expended monies or incurred liabilities in an amount equal to the amount therein requested to be paid over to it for the purpose of repair, reconstruction or replacement, and specifying the items for which such monies were expended, or such liabilities were incurred, and containing the additional information required to be included in a Written Request of the Authority prepared pursuant to Section 5.04 of the Trust Agreement. Any balance of said proceeds not required for such repair, reconstruction or

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replacement shall be transferred to the Trustee and treated by the Trustee as Base Rental Payments and applied in the manner provided by Section 5.04 of the Trust Agreement. Alternatively, if the proceeds of such insurance, together with any other monies then available for the purpose, are at least sufficient to redeem an aggregate principal amount of Outstanding Bonds equal to the amount of Outstanding Bonds attributable to the portion of the Facilities so destroyed or damaged, the City may elect not to repair, reconstruct or replace the damaged or destroyed portion of the Facilities and thereupon shall cause said proceeds to be used for the redemption of Outstanding Bonds pursuant to the provisions of the Trust Agreement.

The Authority and the City shall promptly apply for federal disaster aid or State disaster aid for which either may be eligible in the event that the Facilities are damaged or destroyed as a result of an earthquake or other declared disaster occurring at any time. Any proceeds received as a result of such disaster aid shall be used to repair, reconstruct, restore or replace the damaged or destroyed portions of the Facilities, or to redeem Outstanding Bonds if such use of such disaster aid is permitted.

**SECTION 5.02. Liability Insurance.** Except as hereinafter provided, the City shall procure or cause to be procured and maintain or cause to be maintained, throughout the term of this Sublease, a standard comprehensive general liability insurance policy or policies in protection of the Authority and its members, directors, officers, agents and employees and the Trustee, indemnifying said parties against all direct or contingent loss or liability for damages for personal injury, death or property damage occasioned by reason of the operation of the Facilities, with minimum liability limits of one million dollars (\$1,000,000) for personal injury or death of each person and three million dollars (\$3,000,000) for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of two hundred thousand dollars (\$200,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy in the amount of three million dollars (\$3,000,000) covering all such risks. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance carried by the City.

As an alternative to providing the insurance required by the first paragraph of this Section, or any portion thereof, the City may provide a self-insurance method or plan of protection if and to the extent such self-insurance method or plan of protection shall afford reasonable protection to the Authority, its members, directors, officers, agents and employees and the Trustee, in light of all circumstances, giving consideration to cost, availability and similar plans or methods of protection adopted by public entities in the State other than the City. Before such other method or plan may be provided by the City, and annually thereafter so long as such method or plan is being provided to satisfy the requirements of this Sublease, there shall be filed with the Trustee a certificate of an Insurance Consultant or other qualified person, stating that, in the opinion of the signer, the substitute method or plan of protection is in accordance with the requirements of this Section and, when effective, would afford reasonable protection to the Authority, its members, directors, officers, agents and employees and the Trustee against loss and damage from the hazards and risks covered thereby. There shall also be filed a certificate of the City setting forth the details of such substitute method or plan.

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**SECTION 5.03. Rental Interruption or Use and Occupancy Insurance.**

The City shall procure or cause to be procured and maintain or cause to be maintained throughout the term of this Sublease, rental interruption or use and occupancy insurance to cover loss, total or partial, of the rental income from or the use of the Facilities as the result of any of the hazards covered by the insurance required by Section 5.01 hereof, in an amount sufficient to pay the maximum annual Base Rental Payments hereunder for any two year period except that such insurance may be subject to a deductible clause of not to exceed twenty-five thousand dollars (\$25,000). Any proceeds of such insurance shall be used by the Trustee to reimburse to the City any rental theretofore paid by the City under this Sublease attributable to such structure for a period of time during which the payment of rental under this Sublease is abated, and any proceeds of such insurance not so used shall be applied as provided in Section 3.01 (to the extent required for the payment of Base Rental Payments) and in Section 3.02 hereof (to the extent required for the payment of Additional Payments).

**SECTION 5.04. Worker's Compensation.**

The City shall also maintain worker's compensation insurance issued by a responsible carrier authorized under the laws of the State to insure its employees against liability for compensation under the Worker's Compensation Insurance and Safety Act now in force in California, or any act hereafter enacted as an amendment or supplement thereto. As an alternative, such insurance may be maintained as part of or in conjunction with any other insurance carried by the City. Such insurance may be maintained by the City in the form of self-insurance.

**SECTION 5.05. Title Insurance.**

The City shall obtain a ALTA leasehold owner's policy or policies or a commitment for such policy or policies or an amendment or endorsement to an existing policy or policies resulting in title insurance with respect to the Facilities in an amount at least equal to the principal amount of the Bonds. Such insurance instrument, when issued, shall name the Trustee as the insured, and shall insure the leasehold estate of the Authority subject only to such exceptions as do not substantially interfere with the City's right to use and occupy the property and as will not result in an abatement of Base Rental Payments payable by the City under this Sublease.

**SECTION 5.06. Insurance Proceeds; Form of Policies.**

All policies of insurance required by Sections 5.01 and 5.03 hereof shall provide that all proceeds thereunder shall be payable to the Trustee for the benefit of the Holders pursuant to a lender's loss payable endorsement substantially in accordance with the form approved by the Insurance Services Office and the California Bankers Association. The Trustee shall collect, and receive all monies which may become due and payable under any such policies, may compromise any and all claims thereunder and shall apply the proceeds of such insurance as provided in Sections 5.01 and 5.03 hereof. All policies of insurance required by this Sublease shall provide that the Trustee shall be given thirty (30) days' notice of each expiration thereof or any intended cancellation thereof or reduction of the coverage provided thereby. The Trustee shall not be responsible for the sufficiency of any insurance herein required or if forms of endorsement or policies comply with the provisions of this Sublease and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Trustee. The City shall pay when due the premiums for all insurance policies required by this Sublease, and shall promptly furnish evidence of such payments to the Authority.

The City will deliver to the Authority and the Trustee in the month of August in each year a written certificate of an officer of the City stating that such policies satisfy the requirements of this Sublease, setting forth the insurance policies then in force pursuant to this Section, the names of the insurers which have issued the policies, the amounts thereof and the property and risks covered thereby, and, if any self-insurance program is being provided, the annual report of an Insurance Consultant or other qualified person containing the information required for such self-insurance program and described in Sections 5.01, 5.02, 5.03 and 5.04 hereof. Delivery to the Trustee of the certificate under the provisions of this Section shall not confer responsibility upon the Trustee as to the sufficiency of coverage or amounts of such policies.

**ARTICLE VI**

**DEFAULTS AND REMEDIES**

**SECTION 6.01. Defaults and Remedies.** (A) If the City shall fail to pay any Base Rental Payment, Additional Payment or other amount payable hereunder when the same becomes due and payable, time being expressly declared to be of the essence of this Sublease, or the City shall fail to keep, observe or perform any other term, covenant or condition contained herein or in the Trust Agreement to be kept or performed by the City for a period of thirty (30) days after notice of the same has been given to the City by the Authority or the Trustee or for such additional time as is reasonably required, in the discretion of the Trustee, to correct the same, or upon the happening of any of the events specified in subsection (B) of this Section (any such case above being an “Event of Default”), the City shall be deemed to be in default hereunder and it shall be lawful for the Authority to exercise any and all remedies available pursuant to law or granted pursuant to this Sublease. Upon any such default, the Authority, in addition to all other rights and remedies it may have at law, may do any of the following:

(1) To terminate this Sublease in the manner hereinafter provided on account of default by the City, notwithstanding any re-entry or re-letting of the Facilities as hereinafter provided for in subparagraph (2) hereof, and to re-enter the Facilities and remove all persons in possession thereof and all personal property whatsoever situated upon the Facilities and place such personal property in storage in any warehouse or other suitable place located within the City. In the event of such termination, the City agrees to surrender immediately possession of the Facilities without let or hindrance, and to pay the Authority all damages recoverable at law that the Authority may incur by reason of default by the City, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Facilities and removal and storage of such property by the Authority or its duly authorized agents in accordance with the provisions herein contained. Neither notice to pay rent or to deliver up possession of the Facilities given pursuant to law nor any entry or re-entry by the Authority nor any proceeding in unlawful detainer, or otherwise, brought by the Authority for the purpose of effecting such re-entry or obtaining possession of the Facilities nor the appointment of a receiver upon initiative of the Authority to protect the Authority’s interest under this Sublease shall of itself operate to terminate this Sublease, and no termination of this Sublease on account of default by the City shall be or become effective by operation of law or acts of the parties hereto, or otherwise, unless and until the Authority shall have given written notice to the

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City of the election on the part of the Authority to terminate this Sublease. The City covenants and agrees that no surrender of the Facilities or of the remainder of the term hereof or any termination of this Sublease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Authority by such written notice.

(2) Without terminating this Sublease, (i) to collect each Base Rental Payment installment and other amounts as they become due and enforce any other terms or provision hereof to be kept or performed by the City, regardless of whether or not the City has abandoned the Facilities, or (ii) to exercise any and all rights of re-entry upon the Facilities. In the event the Authority does not elect to terminate this Sublease in the manner provided for in subparagraph (1) hereof, the City shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the City and, if the Facilities are not re-let, to pay the full amount of the Base Rental Payments, Additional Payments and other amounts to the end of the term of this Sublease or, in the event that the Facilities are re-let, to pay any deficiency in rent and other amounts that result therefrom; and further agrees to pay said rent and other amounts and/or deficiency rent and other amounts punctually at the same time and in the same manner as hereinabove provided for the payment of Base Rental Payments, Additional Payments and other amounts hereunder (without acceleration), notwithstanding the fact that the Authority may have received in previous years or may receive thereafter in subsequent years rental or other amounts in excess of the rental or other amounts herein specified, and notwithstanding any entry or re-entry by the Authority or suit in unlawful detainer, or otherwise, brought by the Authority for the purpose of effecting such entry or re-entry or obtaining possession of the Facilities. Should the Authority elect to enter or re-enter as herein provided, the City hereby irrevocably appoints the Authority as the agent and attorney-in-fact of the City to re-let the Facilities or any part thereof, from time to time, either in the Authority's name or otherwise, upon such terms and conditions and for such use and period as the Authority may deem advisable, and to remove all persons in possession thereof and all personal property whatsoever situated upon the Facilities and to place such personal property in storage in any warehouse or other suitable place located in the City, for the account of and at the expense of the City, and the City hereby exempts and agrees to save harmless the Authority from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon and re-letting of the Facilities and removal and storage of such property by the Authority or its duly authorized agents in accordance with the provisions herein contained. The City agrees that the terms of this Sublease constitute full and sufficient notice of the right of the Authority to re-let the Facilities and to do all other acts to maintain or preserve the Facilities as the Authority deems necessary or desirable in the event of such re-entry without effecting a surrender of this Sublease, and further agrees that no acts of the Authority in effecting such re-letting shall constitute a surrender or termination of this Sublease irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Sublease shall vest in the Authority to be effected in the sole and exclusive manner provided for in subparagraph (1) hereof. The City further waives the right to any Base Rental Payment or other amounts obtained by the Authority in excess of such rental and other amounts herein specified and hereby conveys and releases such excess to the Authority as compensation to the Authority for its services in re-letting the Facilities or any part thereof.

The City hereby waives any and all claims for damages caused or which may be caused by the Authority in re-entering and taking possession of the Facilities as herein provided and all claims for damages that may result from the destruction of the Facilities and all claims for damages to or loss of any property belonging to the City, or any other person, that may be in or upon the Facilities.

(B) If (1) the City's interest in this Sublease or any part thereof be assigned or transferred, either voluntarily or by operation of law or otherwise, as hereinafter provided for, or (2) the City or any assignee shall file any petition or institute any proceeding under any act or acts, State or federal, dealing with or relating to the subject or subjects of bankruptcy or insolvency, or under any amendment of such act or acts, either as a bankrupt or as an insolvent, or as a debtor, or in any similar capacity, wherein or whereby the City asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from any or all of the City's debts or obligations, or offers to the City's creditors to effect a composition or extension of time to pay the City's debts or asks, seeks or prays for reorganization or to effect a plan of reorganization, or for a readjustment of the City's debts, or for any other similar relief, or if any such petition or any such proceedings of the same or similar kind or character be filed or be instituted or taken against the City, or if a receiver of the business or of the property or assets of the City shall be appointed by any court, except a receiver appointed at the instance or request of the Authority, or if the City shall make a general or any assignment for the benefit of the City's creditors, or if (3) the City shall abandon or vacate the Facilities, then the City shall be deemed to be in default hereunder.

(C) The Authority shall in no event be in default in the performance of any of its obligations hereunder or imposed by any statute or rule of law unless and until the Authority shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the City to the Authority properly specifying wherein the Authority has failed to perform any such obligation. In the event of default by the Authority, the City shall be entitled to pursue any remedy provided by law.

(D) In addition to the other remedies set forth in this Section, upon the occurrence of an event of default as described in this Section, the Authority shall proceed to protect and enforce the rights vested in the Authority by this Sublease or by law. The provisions of this Sublease and the duties of the City and of its trustees, officers or employees shall be enforceable by the Authority by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction. Without limiting the generality of the foregoing, the Authority may bring the following actions:

(1) Accounting. By action or suit in equity to require the City and its trustees, officers and employees and its assigns to account as the trustee of an express trust.

(2) Injunction. By action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the Authority.

(3) Mandamus. By mandamus or other suit, action or proceeding at law or in equity to enforce the Authority's rights against the City (and its council, officers and employees)



and to compel the City to perform and carry out its duties and obligations under the law and its covenants and agreements with the Authority as provided herein.

The exercise of any rights or remedies under this Sublease shall not permit acceleration of Base Rental Payments.

Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the single or partial exercise of any right, power or privilege hereunder shall not impair the right of the Authority to other or further exercise thereof or the exercise of any or all other rights, powers or privileges. The term “re-let” or “re-letting” as used in this Section shall include, but not be limited to, re-letting by means of the operation by the Authority of the Facilities. If any statute or rule of law validly shall limit the remedies given to the Authority hereunder, the Authority nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

In the event the Authority shall prevail in any action brought to enforce any of the terms and provisions of this Sublease, the City agrees to pay a reasonable amount as and for attorney’s fees incurred by the Authority in attempting to enforce any of the remedies available to the Authority hereunder, whether or not a lawsuit has been filed and whether or not any lawsuit culminates in a judgment.

**SECTION 6.02. Waiver.** Failure of the Authority to take advantage of any default on the part of the City shall not be, or be construed as, a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or to lessen the right of the Authority to insist upon performance by the City of any term, covenant or condition hereof, or to exercise any rights given the Authority on account of such default. A waiver of a particular default shall not be deemed to be a waiver of the same or any subsequent default. The acceptance of rent hereunder shall not be, or be construed to be, a waiver of any term, covenant or condition of this Sublease.

## ARTICLE VII

### EMINENT DOMAIN; PREPAYMENT

**SECTION 7.01. Eminent Domain.** If the whole of the Facilities or so much thereof as to render the remainder unusable for the purposes for which it was used by the City shall be taken under the power or threat of eminent domain, the term of this Sublease shall cease as of the day that possession shall be so taken. If less than the whole of the Facilities shall be taken under the power or threat of eminent domain and the remainder is usable for the purposes for which it was used by the City at the time of such taking, then this Sublease shall continue in full force and effect as to such remainder, and the parties waive the benefits of any law to the contrary, and in such event there shall be a partial abatement of the rental due hereunder in an amount equivalent to the amount by which the annual payments of principal of and interest on the Bonds then Outstanding will be reduced by the application of the award in eminent domain to the redemption of Outstanding Bonds. So long as any of the Bonds shall be Outstanding, any award made in eminent domain proceedings for taking the Facilities or any portion thereof shall be paid to the Trustee and applied to the prepayment of the Base Rental

Payments as provided in Section 7.02 hereof. Any such award made after all of the Base Rental Payments and Additional Payments have been fully paid, or provision therefor made, shall be paid to the City.

**SECTION 7.02. Prepayment.** (A) The City shall prepay on any date from insurance and eminent domain proceeds, to the extent provided in Sections 5.01, 5.05, and 7.01 hereof (provided, however, that in the event of partial damage to or destruction of the Facilities caused by perils covered by insurance, if in the judgment of the Authority the insurance proceeds are sufficient to repair, reconstruct or replace the damaged or destroyed portion of the Facilities, such proceeds shall be held by the Trustee and used to repair, reconstruct or replace the damaged or destroyed portion of the Facilities, pursuant to the procedure set forth in Section 5.01 hereof for proceeds of insurance), all or any part (in an integral multiple of \$5,000 principal component) of Base Rental Payments then unpaid so that the aggregate annual amounts of Base Rental Payments which shall be payable after such prepayment date shall be as nearly proportional as practicable to the aggregate annual amounts of Base Rental Payments unpaid prior to the prepayment date, at a prepayment amount equal to the principal of and interest on the Bonds to the date of redemption of the Bonds.

(B) The City may prepay, from any source of available funds, all or any portion of Base Rental Payments by (i) depositing with the Trustee monies or securities as provided in Section 4.02 or 10.01 of the Trust Agreement sufficient to retire or redeem Bonds corresponding to such Base Rental Payments when due or redeemable, and (ii) satisfying the other requirements of Section 10.01 of the Trust Agreement. The City agrees that if following such prepayment the Facilities are damaged or destroyed or taken by eminent domain, it is not entitled to, and by such prepayment waives the right of, abatement of such prepaid Base Rental Payments and shall not be entitled to any reimbursement of such Base Rental Payments.

(C) Before making any prepayment pursuant to this Article, the City shall, within five (5) days following the event creating such right or obligation to prepay, give written notice to the Authority and the Trustee describing such event and specifying the date on which the prepayment will be made, which date shall be not less than sixty (60) days from the date such notice is given.

(D) When (1) there shall have been deposited with the Trustee at or prior to the due dates of the Base Rental Payments or date when the City may exercise its option to purchase the Facilities or any portion or item thereof, in trust for the benefit of the Owners of the Bonds and irrevocably appropriated and set aside to the payment of the Base Rental Payments or option price, sufficient monies and Permitted Investments described in subsection (1) of the definition thereof in the Trust Agreement, not redeemable prior to maturity, the principal of and interest on which when due will provide money sufficient to pay all principal of and interest on the Bonds to the due date of the Bonds or date when the City may exercise its option to purchase the Facilities, as the case may be, and to the payment in full of all other amounts due hereunder or under the Trust Agreement; (2) all of the requirements set forth in Section 10.01 of the Trust Agreement have been satisfied; and (3) an agreement shall have been entered into with the Trustee for the payment of its fees and expenses so long as any of the Bonds shall remain unpaid; then and in that event the right, title and interest of the Authority herein and the obligations of the City hereunder shall thereupon cease, terminate, become void and be completely discharged

and satisfied (except for the right of the Authority and the obligation of the City to have such monies and such Permitted Investments applied to the payment of the Base Rental Payments or option price) and the Authority’s interest in and title to the Facilities or applicable portion or item thereof shall be transferred and conveyed to the City. In such event, the Authority shall cause an accounting for such period or periods as may be requested by the City to be prepared and filed with the Authority (and accompanied by a verification report of a certified public accountant) and evidence such discharge and satisfaction, and the Authority shall pay over to the City as an overpayment of Base Rental Payments all such monies or Permitted Investments held by it pursuant hereto other than such monies and such Permitted Investments as are required for the payment or prepayment of the Base Rental Payments or the option price and the fees and expenses of the Trustee, which monies and Permitted Investments shall continue to be held by the Trustee in trust for the payment of Base Rental Payments or the option price and the fees and expenses of the Trustee, and shall be applied by the Authority to the payment and redemption of the Bonds and the fees and expenses of the Trustee.

**SECTION 7.03. Option to Purchase; Sale of Personal Property.** The

City shall have the option to purchase the Authority’s interest in any part of the Facilities upon payment of an option price consisting of monies or securities of the category specified in clause (1) of the definition of the term “Permitted Investments” contained in Section 1.01 of the Trust Agreement (not callable by the issuer thereof prior to maturity) in an amount sufficient (together with the earnings and interest on such securities) to provide funds to pay the aggregate amount for the entire remaining term of this Sublease of the part of the total rent hereunder attributable to such part of the Facilities (determined by reference to the proportion which the cost of such part of the Facilities bears to the cost of all of the Facilities). Any such payment shall be made to the Trustee and shall be treated as Base Rental Payments and shall be applied by the Trustee to pay the principal of and interest on the Bonds and to redeem Bonds if such Bonds are subject to redemption pursuant to the terms of the Trust Agreement. Upon the making of such payment to the Trustee and the satisfaction of all requirements set forth in Section 10.01 of the Trust Agreement, (a) the Base Rental Payments thereafter payable under this Sublease shall be reduced by the amount thereof attributable to such part of the Facilities and theretofore paid pursuant to this Section; (b) Section 3.06 and this Section of this Sublease shall not thereafter be applicable to such part of the Facilities; (c) the insurance required by Sections 5.01, 5.02 and 5.03 of this Sublease need not be maintained as to such part of the Facilities; and (d) title to such part of the Facilities shall vest in the City and the term of this Sublease shall end as to such part of the Facilities.

The City, in its discretion may request the Authority to sell or exchange any personal property which may at any time constitute a part of the Facilities, and to release said personal property from this Sublease, if (a) in the opinion of the City the property so sold or exchanged is no longer required or useful in connection with the operation of the Facilities; (b) the consideration to be received from the property is of a value substantially equal to the value of the property to be released; and (c) if the value of any such property shall, in the opinion of the Authority, exceed the amount of \$25,000, the Authority shall have been furnished a certificate of an independent engineer or other qualified independent professional consultant (satisfactory to the Authority) certifying the value thereof and further certifying that such property is no longer required or useful in connection with the operation of the Facilities. In the event of any such sale, the full amount of the money or consideration received for the personal property so sold and

released shall be paid to the Authority. Any money so paid to the Authority may, so long as the City is not in default under any of the provisions of this Sublease, be used upon the Written Request of the City to purchase personal property, which property shall become a part of the Facilities leased hereunder. The Authority may require such opinions, certificates and other documents as it may deem necessary before permitting any sale or exchange of personal property subject to this Sublease or before releasing for the purchase of new personal property money received by it for personal property so sold.

## ARTICLE VIII

### COVENANTS

**SECTION 8.01. Right of Entry.** The Authority and its assignees shall have the right (but not the duty) to enter upon and to examine and inspect the Facilities during reasonable business hours (and in emergencies at all times) (a) to inspect the same, (b) for any purpose connected with the Authority's or the City's rights or obligations under this Sublease, and (c) for all other lawful purposes.

**SECTION 8.02. Liens.** In the event the City shall at any time during the term of this Sublease cause any changes, alterations, additions, improvements or other work to be done or performed or materials to be supplied, in or upon the Facilities, the City shall pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the City in, upon or about the Facilities and shall keep the Facilities free of any and all mechanics' or materialmen's liens or other liens against the Facilities or the Authority's interest therein. In the event any such lien attaches to or is filed against the Facilities or the Authority's interest therein, the City shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the City desires to contest any such lien it may do so in good faith. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, the City shall forthwith pay and discharge said judgment. The City agrees to and shall, to the maximum extent permitted by law, indemnify and hold the Authority and the Trustee and their respective members, directors, agents, successors and assigns, harmless from and against, and defend each of them against, any claim, demand, loss, damage, liability or expense (including attorney's fees) as a result of any such lien or claim of lien against the Facilities or the Authority's interest therein.

**SECTION 8.03. Quiet Enjoyment.** The parties hereto mutually covenant that the City, by keeping and performing the covenants and agreements herein contained and if not in default hereunder, shall at all times during the term of this Sublease peaceably and quietly have, hold and enjoy the Facilities without suit, trouble or hindrance from the Authority.

**SECTION 8.04. Authority Not Liable.** The Authority and its members, directors, officers, agents, employees and assignees shall not be liable to the City or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Facilities.

The City, to the extent permitted by law, shall indemnify and hold the Authority and its members, directors, officers, agents, employees and assignees, harmless from, and defend each of them against, any and all claims, liens and judgments arising from (i) the construction or operation of the Facilities, including, without limitation, death of or injury to any person or damage to property whatsoever occurring in, on or about the Facilities regardless of responsibility for negligence, but excepting the active negligence of the person or entity seeking indemnity, and (ii) the issuance of the Bonds and any other action of the Authority taken pursuant to the Trust Agreement including, but not limited to, any liability of the Authority incurred pursuant to Section 8.03 of the Trust Agreement.

**SECTION 8.05. Assignment and Subleasing.** Neither this Sublease or any interest of the City hereunder may be mortgaged, pledged, assigned, sublet or transferred by the City without the prior written consent of the Authority, and provided that such subletting shall not cause interest on the Bonds to be included in gross income for federal income tax purposes. No such mortgage, pledge, assignment, sublease or transfer shall in any event affect or reduce the obligation of the City to make the Base Rental Payments and Additional Payments required hereunder.

**SECTION 8.06. Title to Facilities.** During the term of this Sublease, the Authority shall hold a leasehold title to the Facilities and any and all additions which comprise fixtures, repairs, replacements or modifications thereof, except for those fixtures, repairs, replacements or modifications which are added thereto by the City and which may be removed without damaging the Facilities, and except for any items added to the Facilities by the City pursuant to Section 4.04 hereof. This provision shall not operate to the benefit of any insurance company if there is a rental interruption covered by insurance pursuant to Section 5.03 hereof. During the term of this Sublease, the Authority shall have a leasehold interest in the Facilities pursuant to the Lease.

Upon the termination or expiration of this Sublease (other than as provided in Sections 6.01 and 7.01 of this Sublease), title to the Facilities shall vest in the City pursuant to the Lease. Upon any such termination or expiration, the Authority shall execute such conveyances, deeds and other documents as may be necessary to effect such vesting of record.

**SECTION 8.07. Tax Covenants.** The City and the Authority shall at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the interest on the Bonds will be excluded from gross income for federal income tax purposes under Section 103 of the Code and shall take no action that would result in such interest not being excluded from gross income for federal income tax purposes.

The City further covenants that it will not use or permit the use of the Facilities by any person not an “exempt person” within the meaning of Section 141(a) of the Code or by an “exempt person” (including the City) in an “unrelated trade or business”, in such manner or to such extent as would result in the inclusion of interest on the Bonds in gross income for federal income tax purposes under Section 103 of the Code.

If at any time the City is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on or change in any way the investment of any monies held

by the Trustee or the City or the Authority under this Sublease or the Trust Agreement, the City shall so instruct the Trustee or the appropriate officials of the City in writing, and the Trustee or the appropriate officials of the City, as the case may be, shall take such actions as may be necessary in accordance with such instructions.

In furtherance of the covenants of the City set forth above, the City and the Authority will comply with the Tax Certificate and will cause the Trustee to comply with the Tax Certificate. The Trustee and the Authority may conclusively rely on any such written instructions, and the City hereby agrees to hold harmless the Trustee and the Authority for any loss, claim, damage, liability or expense incurred by the Authority or Trustee for any actions taken by the Authority or the Trustee in accordance with such instructions.

The foregoing provisions of this Section 8.07 shall not be applicable to the Series 2015 Bonds, nor to any Series of Bonds or the proceeds thereof that the Authority determines upon the issuance thereof are to be taxable bonds, the interest on which is intended to be included in the gross income of the Owner thereof for federal income tax purposes.

**SECTION 8.08. Purpose of Lease.** The City covenants that during the term of this Sublease, (a) it will use, or cause the use of, the Facilities for public purposes and for the purposes for which the Facilities are customarily used, (b) it will not vacate or abandon the Facilities or any part thereof, and (c) it will not make any use of the Facilities which would jeopardize in any way the insurance coverage required to be maintained pursuant to Article V hereof.

**SECTION 8.09. Continuing Disclosure Certificate.** The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Sublease, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default hereunder; however, the Trustee may (and, at the request of any Participating Underwriter (as defined in the Continuing Disclosure Certificate) or the Holders of at least 25% aggregate principal amount in Outstanding Bonds and upon receipt of indemnification satisfactory to it, shall) or any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section. For purposes of this Section, “Beneficial Owner” means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

**SECTION 8.10. Net-Net-Net Lease.** This Sublease shall be deemed and construed to be a “net-net-net lease” and the City hereby agrees that the rentals and other payments provided for herein shall be an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever.

**SECTION 8.11. Taxes.** The City shall pay or cause to be paid all taxes and assessments of any type or nature charged to the Authority or affecting the Facilities or the respective interests or estates therein; provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City

shall be obligated to pay only such installments as are required to be paid during the term of this Sublease as and when the same become due.

The City shall also pay directly such amounts, if any, in each year as shall be required by the Authority for the payment of all license and registration fees and all taxes (including, without limitation, income, excise, license, franchise, capital stock, recording, sales, use, value-added, property, occupational, excess profits and stamp taxes), levies, imposts, duties, charges, withholdings, assessments and governmental charges of any nature whatsoever, together with any additions to tax, penalties, fines or interest thereon, including, without limitation, penalties, fines or interest arising out of any delay or failure by the City to pay any of the foregoing or failure to file or furnish to the Authority or the Trustee for filing in a timely manner any returns, hereinafter levied or imposed against the Authority or the Facilities, the rentals and other payments required hereunder or any parts thereof or interests of the City or the Authority or the Trustee therein by any governmental authority.

The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority or the Trustee shall notify the City that, in the opinion of independent counsel, by nonpayment of any such items, the interest of the Authority in the Facilities will be materially endangered or the Facilities, or any part thereof, will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority and the Trustee.

## ARTICLE IX

### DISCLAIMER OF WARRANTIES; USE OF THE FACILITIES

**SECTION 9.01. Disclaimer of Warranties.** THE AUTHORITY MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE FACILITIES, OR WARRANTY WITH RESPECT THERETO. THE CITY ACKNOWLEDGES THAT THE AUTHORITY IS NOT A MANUFACTURER OF THE FACILITIES OR A DEALER THEREIN, THAT THE CITY LEASES THE FACILITIES AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE CITY. In no event shall the Authority and Trustee be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Sublease or the existence, furnishing, functioning or the City's use of any item or products or services provided for in this Sublease.

**SECTION 9.02. Use of the Facilities.** The City will not install, use, operate or maintain the Facilities improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The City shall provide all permits and licenses, if any, necessary for the installation and operation of the Facilities. In addition, the City agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of the Facilities) with all laws of the jurisdictions in which its

operations may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Facilities; provided, however, that the City may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of the Authority in and to the Facilities or its interest or rights under this Sublease.

**ARTICLE X**

**MISCELLANEOUS**

**SECTION 10.01. Law Governing.** This Sublease shall be governed exclusively by the provisions hereof and by the laws of the State as the same from time to time exist.

**SECTION 10.02. Notices.** All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests, agreements or promises or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally, by confirmed facsimile transmission or if mailed by United States first class mail, return receipt requested, postage prepaid:

If to the City: City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92552  
Attention: Chief Financial Officer  
Tel: (951) 413-3021

If to the Authority: Moreno Valley Public Financing Authority  
c/o City of Moreno Valley-Dept. of Finance  
14177 Frederick Street  
Moreno Valley, CA 92552  
Attention: Treasurer  
Tel: (951) 413-3021

If to the Trustee: Wells Fargo Bank, National Association  
707 Wilshire Boulevard, 17th Floor  
Los Angeles, California 90017  
Attention: Corporate Trust Department

or to such other addresses as the respective parties may from time to time designate by notice in writing. A copy of any such notice or other document herein referred to shall also be delivered to the Trustee.

**SECTION 10.03. Validity and Severability.** If for any reason this Sublease shall be held by a court of competent jurisdiction to be void, voidable or unenforceable by the Authority or by the City, or if for any reason it is held by such a court that any of the covenants and conditions of the City hereunder, including the covenant to pay rentals hereunder, is

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unenforceable for the full term hereof, then and in such event this Sublease is and shall be deemed to be a lease under which the rentals are to be paid by the City annually in consideration of the right of the City to possess, occupy and use the Facilities, and all of the rental and other terms, provisions and conditions of this Sublease, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

**SECTION 10.04. Section Headings.** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Sublease.

**SECTION 10.05. Amendment or Termination.** The Authority and the City may at any time agree to the amendment or termination of this Sublease; provided, however, that the Authority and the City agree and recognize that this Sublease is entered into in accordance with the terms of the Trust Agreement, and accordingly, that any such amendment or termination shall only be made or effected in accordance with and subject to the terms of the Trust Agreement.

**SECTION 10.06. Execution.** This Sublease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Sublease. It is also agreed that separate counterparts of this Sublease may separately be executed by the Authority and the City, all with the same force and effect as though the same counterpart had been executed by both the Authority and the City.

IN WITNESS WHEREOF, the Authority and the City have caused this Master Facilities Sublease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

MORENO VALLEY PUBLIC FINANCING  
AUTHORITY,  
Lessor

By \_\_\_\_\_  
Michelle Dawson, Executive Director

CITY OF MORENO VALLEY,  
Lessee

By \_\_\_\_\_  
Michelle Dawson, City Manager

Attachment: Master Facilities Sublease (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC

**EXHIBIT A**  
**DESCRIPTION OF THE REAL PROPERTY AND FACILITIES**

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

Attachment: Master Facilities Sublease (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC

**EXHIBIT B**  
**BASE RENTAL PAYMENT SCHEDULE**

<b>Date</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
November 1, 2015			
May 1, 2016			
November 1, 2016			
May 1, 2017			
November 1, 2017			
May 1, 2018			
November 1, 2018			
May 1, 2019			
November 1, 2019			
May 1, 2020			
November 1, 2020			
May 1, 2021			
November 1, 2021			
May 1, 2022			
November 1, 2022			
.....			
November 1, 2046			

Attachment: Master Facilities Sublease (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC

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

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF RIVERSIDE )

On \_\_\_\_\_, 2015, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ [SEAL]

Attachment: Master Facilities Sublease (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC

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

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF RIVERSIDE )

On \_\_\_\_\_, 2015, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ [SEAL]

Attachment: Master Facilities Sublease (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Master Facilities Sublease, dated as of August 1, 2015, between the Moreno Valley Public Financing Authority and the City of Moreno Valley (the "City") is hereby accepted by the undersigned officer on behalf of the City, and the City consents to recordation thereof by its duly authorized officer.

Dated: August \_\_, 2015

**CITY OF MORENO VALLEY**

By: \_\_\_\_\_  
Chief Financial Officer

Attachment: Master Facilities Sublease (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC

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

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF RIVERSIDE )  
•

On \_\_\_\_\_, 2015, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ [SEAL]

Attachment: Master Facilities Sublease (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC



§ \_\_\_\_\_  
**MORENO VALLEY PUBLIC FINANCING AUTHORITY**  
**LEASE REVENUE BONDS, SERIES 2015 (TAXABLE)**

**BOND PURCHASE CONTRACT**

November \_\_, 2015

Moreno Valley Public Financing Authority  
 14177 Frederick Street  
 Moreno Valley, California 92553  
 Attention: Executive Director

City of Moreno Valley  
 14177 Frederick Street  
 Moreno Valley, California 92553  
 Attention: Executive Director

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) offers to enter into this Bond Purchase Contract (this “Purchase Contract”) with the Moreno Valley Public Financing Authority (the “Authority”) and the City of Moreno Valley (the “City”). This offer is made subject to the Authority’s and the City’s acceptance by execution of this Purchase Contract and delivery of the same to the Underwriter on or before 11:59 p.m. on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Authority and the City at any time prior to such acceptance. Upon the Authority’s and the City’s acceptance hereof, the Purchase Contract will be binding upon the Authority, the City and the Underwriter. Capitalized terms used in this Purchase Contract and not otherwise defined herein shall have the respective meanings set forth for such terms in the Trust Agreement (defined below).

**Section 1. Purchase and Sale.** Upon the terms and conditions and upon the basis of the representations set forth in this Purchase Contract, the Underwriter agrees to purchase from the Authority, and the Authority agrees to sell and deliver to the Underwriter, all (but not less than all) of the \$\_\_\_\_\_ Moreno Valley Public Financing Authority Lease Revenue Bonds, Series 2015 (Taxable) (the “Bonds”) at a purchase price of \$\_\_\_\_\_ (being an amount equal to the principal amount of the Bonds, plus/less a net original issue premium/discount of \$\_\_\_\_\_ and less an Underwriter’s discount of \$\_\_\_\_\_). The obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be conditioned on the sale and delivery of all of the Bonds by the Authority to the Underwriter at Closing (as such term is defined herein).

**Section 2. Bond Terms; Authorizing Instruments.** (a) The Bonds shall be dated their date of delivery and shall mature and bear interest as shown on Exhibit A attached hereto. The Bonds shall be as described in, and shall be issued and secured under, a Master Trust Agreement (the “Trust Agreement”), dated as of December 1, 2015, between the Authority and Wells Fargo Bank,

National Association, as trustee (the “Trustee”). The Bonds are payable and subject to prepayment as provided in the Trust Agreement and as described in the Official Statement.

(b) The Bonds will be issued pursuant to Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584, and are payable from and secured by the Authority’s pledge of “Revenues” under and as defined in the Trust Agreement, consisting primarily of Base Rental Payments to be made by the City to the Authority pursuant to a Master Facilities Sublease, dated as of December 1, 2015 (the “Facilities Sublease”), by and between the Authority and the City.

(c) The net proceeds of the sale of the Bonds will be used: (i) to finance certain capital improvements of the City (the “Project”); (ii) to purchase a municipal bond insurance policy (the “Policy”) from Assured Guaranty Municipal Corp. (the “Insurer”) to guarantee the payment of principal of and interest on the Bonds; (iii) to purchase a municipal bond debt service reserve insurance policy (the “Reserve Policy”) from AGM for deposit in the Reserve Fund for the Bonds; and (iv) to pay the costs incurred in connection with the issuance of the Bonds.

**Section 3. Public Offering.** The Underwriter agrees to make an initial bona fide public offering of all of the Bonds, at not in excess of the initial public offering yields or prices set forth on Exhibit A attached hereto. Following the initial public offering of the Bonds, the offering prices may be changed from time to time by the Underwriter. The City and the Authority acknowledge and agree that: (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm’s-length commercial transaction between the City, Authority and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as Municipal Advisor (as defined in Section 15B of The Securities Exchange Act of 1934, as amended) to the City or the Authority; (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City or Authority with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City or Authority on other matters); (iv) the Underwriter has financial interests that may differ from and be adverse to those of the City or the Authority; and (v) the City and Authority have consulted their own legal, financial and other advisors to the extent they have deemed appropriate.

**Section 4. Official Statement; Continuing Disclosure.** (a) The Authority has delivered to the Underwriter the Preliminary Official Statement dated November \_\_, 2015 (the “Preliminary Official Statement”) and will deliver to the Underwriter the final Official Statement dated the date of this Purchase Contract (as amended and supplemented from time to time pursuant to Section 5(i) of this Purchase Contract, the “Official Statement”).

(b) The Authority hereby authorizes the use of the Official Statement and the information contained therein by the Underwriter in connection with the public offering and the sale of the Bonds. The Authority consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds. The Underwriter hereby agrees that it will not send any confirmation requesting payment for the purchase of any Bonds unless the confirmation is accompanied by or preceded by the delivery of a copy of the Official Statement. The Underwriter agrees: (1) to provide the Authority with final pricing information on the Bonds on a timely basis prior to the Closing; and (2) to take any and all other actions necessary to comply with applicable Securities and Exchange Commission rules and

Municipal Securities Rulemaking Board (the “MSRB”) rules governing the offering, sale and delivery of the Bonds to ultimate purchasers.

(c) In connection with the issuance of the Bonds, and in order to assist the Underwriter in complying with the provisions of Securities and Exchange Commission Rule 15c2-12 (“Rule 15c2-12”), the City will execute a Continuing Disclosure Certificate (the “Continuing Disclosure Undertaking”) dated the date of the Closing, under which the City will undertake to provide certain financial and operating data as required by Rule 15c2-12. The form of the Continuing Disclosure Undertaking is attached as an appendix to the Preliminary Official Statement.

**Section 5. Representations, Warranties and Covenants of the Authority.** The Authority hereby represents, warrants and agrees with the Underwriter that:

(a) The Board of Directors (the “Board”) of the Authority has taken official action by resolution (the “Authority Resolution”) adopted by a majority of the members of the Board at a regular meeting duly called, noticed and conducted, at which a quorum was present and acting throughout, authorizing the execution, delivery and due performance of the Trust Agreement, the Master Facilities Lease, dated as of December 1, 2015 (the “Facilities Lease”), by and between the City and the Authority, the Facilities Sublease and this Purchase Contract (collectively, the “Authority Agreements”) and the Official Statement, and the taking of any and all such action as may be required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated hereby.

(b) The Authority is a joint exercise of powers authority duly organized and existing under the laws of the State of California (the “State”) and has all necessary power and authority to adopt the Authority Resolution, and to enter into and perform its duties under the Authority Agreements.

(c) By all necessary official action, the Authority has duly authorized the preparation and delivery of the Preliminary Official Statement and the preparation, execution and delivery of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance of its obligations under, the Bonds and the Authority Agreements, and the consummation by it of all other transactions contemplated by the Authority Resolution, the Authority Agreements, the Preliminary Official Statement and the Official Statement. When executed and delivered, the Authority Agreements (assuming due authorization, execution and delivery by and enforceability against the other parties thereto) will be in full force and effect and each will constitute legal, valid and binding agreements or obligations of the Authority, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors’ rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State.

(d) At the time of the Authority’s acceptance hereof and at all times subsequent thereto up to and including the time of the Closing, the information and statements in the Official Statement under the heading “THE AUTHORITY” do not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) As of the date hereof, except as described in the Preliminary Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending against, and notice of which has been served on and received by, the Authority or, to the best knowledge of the Authority, threatened, wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the Authority, or the titles of its members or officers; (ii) in any way question or affect the validity or enforceability of Authority Agreements or the Bonds, or (iii) in any way question or affect the Purchase Contract or the transactions contemplated by the Purchase Contract, the Official Statement, or any other agreement or instrument to which the Authority is a party relating to the Bonds.

(f) There is no consent, approval, authorization or other order of, or filing or registration with, or certification by, any regulatory authority having jurisdiction over the Authority required for the execution and delivery of this Purchase Contract and the other Authority Agreements or the consummation by the Authority of the other transactions contemplated by the Official Statement or the Authority Agreements.

(g) Any certificate signed by any official of the Authority authorized to do so shall be deemed a representation and warranty by the Authority to the Underwriter as to the statements made therein.

(h) The Authority is not in default, and at no time has the Authority defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding.

(i) If any event occurs of which the Authority has knowledge between the date of this Purchase Contract and the date of the Closing that might or would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall notify the Underwriter and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority will cooperate with the Underwriter in causing the Official Statement to be amended or supplemented in a form and in a manner approved by the Underwriter. All expenses thereby incurred will be paid by the Authority, and the Underwriter will file, or cause to be filed, the amended or supplemented Official Statement with the MSRB's Electronic Municipal Market Access database ("EMMA").

(j) The Authority will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order: (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions. The Authority will not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(k) The Authority is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of any state or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, trust agreement bond, note, resolution, agreement or other instrument to which

the Authority is a party which breach or default has or may have an adverse effect on the ability of the Authority to perform its obligations under the Authority Agreements, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the adoption, execution and delivery of the Authority Agreements, if applicable, and compliance with the provisions on the Authority's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the Authority is a party, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Authority or under the terms of any such law, regulation or instrument, except as may be provided by the Authority Agreements.

(l) Except as set forth in the Official Statement under the caption "CONTINUING DISCLOSURE," the Authority has complied in all material respects with its continuing disclosure undertakings in the past five years.

**Section 6. Representations, Warranties and Covenants of the City.** The City hereby represents, warrants and agrees with the Underwriter that:

(a) The City Council (the "City Council") of the City has taken official action by Resolution (the "City Resolution") adopted by a majority of the members of the City Council at a meeting duly called, noticed and conducted, at which a quorum was present and acting throughout, authorizing the execution, delivery and due performance of the Facilities Lease, the Facilities Sublease, the Continuing Disclosure Undertaking and this Purchase Contract (collectively, the "City Agreements") and the Official Statement and the taking of any and all such action as may be required on the part of the City and carry out, give effect to and consummate the transactions contemplated hereby.

(b) The City is a municipal corporation and general law city duly organized and existing under the laws of the State and has all necessary power and authority to adopt the City Resolution and to enter into and perform its duties under the City Agreements.

(c) By all necessary official action, the City has duly adopted the City Resolution, has duly authorized the preparation and delivery of the Preliminary Official Statement and the preparation, execution and delivery of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance of its obligations under, the City Agreements, and the consummation by it of all other transactions contemplated by the City Resolution, the City Agreements, the Preliminary Official Statement and the Official Statement. When executed and delivered, the City Agreements (assuming due authorization, execution and delivery by and enforceability against the other parties thereto, as applicable) will be in full force and effect and each will constitute legal, valid and binding agreements or obligations of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State.

(d) At the time of the City's acceptance hereof and at all times subsequent thereto up to and including the time of the Closing, the information and statements in the Official Statement (other than under the captions "THE AUTHORITY" and "BOND INSURANCE") do not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that no representation is made with respect to information relating to DTC (as such term is defined herein), DTC's book-entry system, the Insurer, the Policy or the Reserve Policy).

(e) As of the date hereof, except as described in the Preliminary Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending against, and notice of which has been served on and received by, the City or, to the best knowledge of the City, threatened, wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the City, or the titles of its members or officers; (ii) in any way question or affect the validity or enforceability of City Agreements or the Bonds; or (iii) in any way question or affect the Purchase Contract or the transactions contemplated by the Purchase Contract, the Official Statement, or any other agreement or instrument to which the City is a party relating to the Bonds.

(f) There is no consent, approval, authorization or other order of, or filing or registration with, or certification by, any regulatory authority having jurisdiction over the City required for the execution and delivery of this Purchase Contract and the City Agreements or the consummation by the City of the other transactions contemplated by the Official Statement or the City Agreements.

(g) Any certificate signed by any official of the City authorized to do so shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(h) The City is not in default, and at no time has the City defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding.

(i) If any event occurs of which the City has knowledge between the date of this Purchase Contract and the date of the Closing that might or would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter and, if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will cooperate with the Underwriter in causing the Official Statement to be amended or supplemented in a form and in a manner approved by the Underwriter. All expenses thereby incurred will be paid by the City, and the Underwriter will file, or cause to be filed, the amended or supplemented Official Statement with EMMA.

(j) Except as set forth in the Official Statement under the caption "CONTINUING DISCLOSURE," the City has complied in all material respects with its continuing disclosure undertakings in the past five years.

(k) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order: (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of

such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions. The City will not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(l) The City is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of any state or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the City is a party which breach or default has or may have an adverse effect on the ability of the City to perform its obligations under the City Agreements, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the adoption, execution and delivery of the City Agreements, if applicable, and compliance with the provisions on the City's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the City is a party, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City or under the terms of any such law, regulation or instrument, except as may be provided by the City Agreements.

(m) The financial statements relating to the receipts, expenditures and cash balances of the City as of June 30, 2014 attached as an appendix to the Official Statement fairly represent the receipts, expenditures and cash balances of the City as of such date. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the City or in its operations since June 30, 2014 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

**Section 7. The Closing.** (a) At 8:00 A.M., Pacific Standard Time, on December \_\_, 2015, or on such earlier or later time or date as may be agreed upon by the Underwriter, the Authority and the City (the "Closing"), the Authority shall deliver or cause to be delivered to the Trustee, the Bonds in definitive form, registered in the name of Cede & Co., as the nominee of The Depository Trust Company, New York, New York ("DTC") (so that the Bonds may be authenticated by the Trustee and credited to the account specified by the Underwriter under DTC's FAST procedures). Prior to the Closing, the Authority shall deliver, at the offices of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") in Los Angeles, California, or such other place as is mutually agreed upon by the Underwriter and the Authority, the other documents described in this Purchase Contract. On the date of the Closing, the Underwriter shall pay the purchase price of the Bonds as set forth in Section 1 of this Purchase Contract in immediately available funds to the order of the Trustee.

(b) The Bonds shall be issued in fully registered form and shall be prepared and delivered as one Bond for each maturity registered in the name of a nominee of DTC. It is anticipated that CUSIP identification numbers will be inserted on the Bonds, but neither the failure to provide such numbers nor any error with respect thereto shall constitute a cause for failure or refusal by the Underwriter to accept delivery of the Bonds in accordance with the terms of this Purchase Contract.

**Section 8. Conditions to Underwriter's Obligations.** The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the Authority and the City contained herein and to be contained in the documents and instruments to be delivered on the date of the Closing, and upon the performance by the Authority and the City of their respective obligations to be performed hereunder and under such documents and instruments to be delivered at or prior to the date of the Closing. The Underwriter's obligations under this Purchase Contract are and shall also be subject to the following conditions:

(a) The representations and warranties of the Authority and the City contained in this Agreement shall be true and correct in all material respects on the date of this Purchase Contract and on and as of the date of the Closing as if made on the date of the Closing.

(b) As of the date of the Closing, the Official Statement shall not have been amended, modified or supplemented, except in any case as may have been agreed to by the Underwriter.

(c) (i) As of the date of the Closing, the Authority Resolution, the City Resolution, the Authority Agreements and the City Agreements shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to by the Authority, the City and the Underwriter; (ii) the Authority shall perform or have performed all of its obligations required under or specified in the Authority Resolution, the Authority Agreements and this Purchase Contract to be performed at or prior to the date of the Closing; and (iii) the City shall perform or have performed all of its obligations required under or specified in the City Resolution, the City Agreements and this Purchase Contract to be performed at or prior to the date of the Closing.

(d) As of the date of the Closing, all necessary official action of the Authority relating to the Authority Agreements, the Authority Resolution and the Official Statement, and all necessary official action of the City relating to the City Agreements, the City Resolution, and the Official Statement, shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(e) Subsequent to the date of this Purchase Contract, up to and including the date of the Closing, there shall not have occurred any change in the financial affairs of the Authority or the City, as described in the Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Bonds.

(f) As of or prior to the date of the Closing, the Underwriter shall have received each of the following documents:

(A) Certified copies of the Authority Resolution and the City Resolution.

(B) Duly executed copies of the Authority Agreements and the City Agreements.

(C) The Preliminary Official Statement and the Official Statement, with the Official Statement duly executed on behalf of the Authority and the City.

(D) An approving opinion of Bond Counsel, dated as of the Closing, as to the validity of the Bonds and the exclusion of interest on the Bonds from State income taxation, addressed to the Authority and the City substantially in the form attached as an appendix to the Official Statement, and a reliance letter with respect thereto addressed to the Underwriter.



(E) A supplemental opinion of Bond Counsel, addressed to the Underwriter, to the effect that:

(1) The Purchase Contract has been duly executed and delivered by the Authority and the City and is valid and binding upon the Authority and the City, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally and to the application of equitable principles;

(2) The Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

(3) The statements contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE FINANCING PLAN," "THE SERIES 2015 BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015 BONDS" and "TAX MATTERS," and in Appendices A and C, insofar as such statements purport to describe certain provisions of the Bonds, or to state legal conclusions and the opinion of Bond Counsel regarding the tax exempt nature of the Bonds for State income tax purposes, present a fair and accurate summary of the provisions thereof.

(F) An opinion of the City Attorney, dated as of the Closing addressed to the Authority, the City and the Underwriter, substantially in the form attached hereto as Exhibit E.

(G) An executed Rule 15c2-12 certificate of the Authority and the City, dated as of the date of the Preliminary Official Statement, in the form attached hereto as Exhibit B.

(H) An executed closing certificate of the Authority, dated as of the Closing, in the form attached hereto as Exhibit C.

(I) An executed closing certificate of the City, dated as of the Closing, in the form attached hereto as Exhibit D.

(J) The opinion of counsel of the Trustee, dated as of the Closing, addressed to the Authority, the City and the Underwriter to the effect that:

(1) The Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America, having full powers and authority and being qualified to enter into, accept and administer the trust created under the Trust Agreement and to enter into the Trust Agreement; and

(2) The Trust Agreement has been duly authorized, executed and delivered by the Trustee, and, assuming due authorization, execution and delivery by the other parties thereto, the Trust Agreement constitutes a legal, valid and binding agreement of the Trustee enforceable in accordance with its terms, subject to laws relating in bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought.

(K) A certificate or certificates, dated as of the Closing, in form and substance acceptable to the Underwriter, of an authorized officer of officers of the Trustee to the effect that the

Trustee has accepted the duties imposed by the Trust Agreement and is authorized to carry out such duties.

(L) Evidence of required filings with the California Debt and Investment Advisory Commission.

(M) A copy of the executed Blanket Issuer Letter of Representations by and between the Authority and DTC relating to the book entry system.

(N) A title insurance policy (the "Title Policy") insuring the Facilities (as such term is defined in the Facilities Sublease).

(O) A certificate of John Strickler: (1) certifying as to the accuracy of the estimated values of the Facilities set forth in the Official Statement; and (2) to the effect that such estimated values reflect the recorded exceptions to title set forth in the Title Policy.

(P) A certificate of the City with respect to the deed of trust recorded in the Official Records of Riverside County as Document No. 2011-0118463 in form and substance satisfactory to the Underwriter and counsel to the Underwriter.

(Q) Evidence that the City maintains property, casualty and rental interruption insurance for the Facilities meeting the requirements set forth in the Facilities Sublease.

(R) Evidence that the ratings assigned to the Bonds as of the date of the Closing are as set forth in the Official Statement.

(S) A certified copy of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of the Trust Agreement and the authentication and delivery of the Bonds by the Trustee.

(T) An opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, counsel to the Underwriter, addressed to the Underwriter and in form and substance satisfactory to the Underwriter.

(U) A report of Digital Assurance Certification LLC as to compliance by the City and related entities with their respective continuing disclosure undertakings.

(V) The Policy and the Reserve Policy, each duly executed by the Insurer.

(W) A closing certificate of the Insurer, in form and substance satisfactory to the Underwriter and Bond Counsel.

(X) A closing opinion of the Insurer, in form and substance satisfactory to the Underwriter and Bond Counsel.

(Y) The Insurance Agreement, dated the date of the Closing, duly executed by the Insurer, the Authority and the City.

(Z) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Authority and the City with legal requirements, the truth and accuracy, as of the date of the Closing, of the representations of the Authority and the City herein contained and of the Official Statement and the due performance or satisfaction by the Authority and the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority and the City.

All of the opinions, letters, certificates, instruments and other documents mentioned in this Purchase Contract shall be deemed to be in compliance with the provisions of this Purchase Contract if, but only if, they are in form and substance satisfactory to the Underwriter. If the Authority and the City are unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Contract, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter, the Authority nor the City shall be under further obligations hereunder, except that the respective obligations of the Authority, the City and the Underwriter set forth in Section 12 of this Purchase Contract shall continue in full force and effect.

**Section 9. Conditions to Authority's and City's Obligations.** The performance by the Authority and the City of their respective obligations under this Purchase Contract are conditioned upon: (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the Authority and the City of opinions addressed to the Authority and the City, receipt by the Underwriter of opinions addressed to the Underwriter, and the delivery of certificates being delivered on the date of the Closing by persons and entities other than the Authority and the City.

**Section 10. Termination Events.** The Underwriter shall have the right to terminate the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds by notifying the Authority and the City of its election to do so if, after the execution hereof and prior to the Closing, any of the following events occurs:

(A) the marketability of the Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially and adversely affected by any decision issued by a court of the United States (including the United States Tax Court) or of the State, by any ruling or regulation (final, temporary or proposed) issued by or on behalf of the Department of the Treasury of the United States, the Internal Revenue Service, or other governmental agency of the United States, or any governmental agency of the State, or by a tentative decision or announcement by any member of the House Ways and Means Committee, the Senate Finance Committee, or the Conference Committee with respect to contemplated legislation or by legislation enacted by, pending in, or favorably reported to either the House of Representatives or either House of the Legislature of the State, or formally proposed to the Congress of the United States by the President of the United States or to the Legislature of the State by the Governor of the State in an executive communication, affecting the tax status of the Authority or the City, their property or income, their debt or contractual obligations (including the Bonds) or the interest thereon or any tax exemption granted or authorized by the Internal Revenue Code of 1986, as amended;

(B) the United States becomes engaged in hostilities that result in a declaration of war or a national emergency, or any other outbreak of hostilities occurs, or a local, national or international calamity or crisis occurs, financial or otherwise, the effect of such outbreak, calamity or

crisis being such as, in the reasonable opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds;

(C) there occurs a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States, New York or State authorities;

(D) a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission is issued or made to the effect that the issuance, offering or sale of the Bonds is or would be in violation of any provision of the Securities Act of 1933, as then in effect, or of the Securities Exchange Act of 1934, as then in effect, or of the Trust Indenture Act of 1939, as then in effect;

(E) legislation is enacted by the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a court of the United States of America is rendered, or a ruling or regulation by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter is made or proposed to the effect that the Bonds are not exempt from registration, qualification or other similar requirements of the Securities Act of 1933, as then in effect, or of the Trust Indenture Act of 1939, as then in effect;

(F) in the reasonable judgment of the Underwriter, the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, might be materially and adversely affected because additional material restrictions not in force as of the date hereof are imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(G) the Office of the Comptroller of the Currency, The New York Stock Exchange, or other national securities exchange, or any governmental authority, imposes, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increases materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, or financial responsibility requirements of the Underwriter;

(H) a general banking moratorium is established by federal, New York or State authorities;

(I) any legislation, ordinance, rule or regulation is introduced in or enacted by any governmental body, department or agency in the State or a decision of a court of competent jurisdiction within the State is rendered, which, in the reasonable opinion of the Underwriter, after consultation with the Authority and the City, materially adversely affects the market price of the Bonds;

(J) any federal or State court, authority or regulatory body takes action materially and adversely affecting the collection of Revenues under the Trust Agreement; or

(K) any rating of the Bonds is downgraded, suspended or withdrawn by a national rating service, which, in the reasonable opinion of the Underwriter, materially adversely affects the marketability or market price of the Bonds;

(L) an event occurs which in the reasonable opinion of the Underwriter requires a supplement or amendment to the Official Statement and: (i) the Authority or the City refuses to prepare and furnish such supplement or amendment; or (ii) in the reasonable judgment of the Underwriter, the occurrence of such event materially and adversely affects the marketability of the Bonds or renders the enforcement of the sale contracts of the Bonds impracticable;

(M) an order, decree or injunction issued by any court of competent jurisdiction, or order, ruling, regulation (final, temporary or proposed), official statement or other form of notice or communication issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental authority having jurisdiction of the subject matter, to the effect that: (i) obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Trust Agreement is not exempt from qualification under the Trust Indenture Act of 1939, as amended; or (ii) the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect;

(N) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any domestic governmental authority or by any domestic national securities exchange, which are material to the marketability of the Bonds; or

(O) the commencement of any action, suit or proceeding described in Section 5(e) or Section 6(e).

**Section 11. Changes in Official Statement.** After the Closing, neither the Authority nor the City will adopt any amendment of or supplement to the Official Statement to which the Underwriter shall reasonably object in writing unless the Authority or its counsel determines that such amendment or supplement is required under applicable law. Within 90 days after the Closing or within 25 days following the “end of the underwriting period” (as such term is defined below), whichever occurs first, if any event relating to or affecting the Bonds, the Trustee, the City or the Authority shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the Authority will forthwith prepare and furnish to the Underwriter an amendment or supplement that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to purchaser, not misleading. The City and the Authority shall cooperate with the Underwriter in the filing by the Underwriter of such amendment or supplement to the Official Statement with the MSRB. As used herein, the term “end of the underwriting period” means the later of such time as: (i) the Agency delivers the Bonds to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Notwithstanding the foregoing, unless the Underwriter gives notice to the contrary, the “end of the underwriting period” shall be the date of the Closing. Any notice delivered pursuant to this provision shall be written notice delivered to the Agency at or prior to the date of the Closing and shall specify a date (other than the date of the Closing) to be deemed the “end of the underwriting period.”

**Section 12. Payment of Expenses.** (a) The Underwriter shall be under no obligation to pay, and the City shall pay the following expenses incident to the performance of the Authority's and the City's obligations hereunder:

- (i) the fees and disbursements of Bond Counsel;
- (ii) the cost of printing and delivering the Bonds, the Preliminary Official Statement and the Official Statement (and any amendment or supplement prepared pursuant to Section 11 of this Purchase Contract);
- (iii) the fees and disbursements of accountants, advisers and of any other experts or consultants retained by the Authority or the City, including the City Attorney; and
- (iv) any other expenses and costs of the Authority and the City incident to the performance of their respective obligations in connection with the authorization, issuance and sale of the Bonds, including out of pocket expenses and regulatory expenses, and any other expenses agreed to by the parties.

(b) The Underwriter shall pay all expenses incurred by it in connection with the public offering and distribution of the Bonds including, but not limited to:

- (i) all advertising expenses in connection with the offering of the Bonds; and
- (ii) all out-of-pocket disbursements and expenses incurred by the Underwriter in connection with the offering and distribution of the Bonds (including without limitation the fees and expenses of its counsel and the MSRB, CUSIP Bureau, California Debt and Investment Advisory Commission and California Public Securities Association fees, if any), except as provided in clause (a) above or as otherwise agreed to by the Underwriter and the City.

**Section 13. Notices.** Any notice or other communication to be given to the Authority or the City under this Purchase Contract may be given by delivering the same in writing to the Authority and the City at the addresses set forth on the first page of this Purchase Contract, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to

Stifel, Nicolaus & Company Incorporated  
515 South Figueroa Street, Suite 1800  
Los Angeles, California 90071  
Attention: John Kim

**Section 14. Survival of Representations, Warranties, Agreements.** All of the Authority's and the City's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect regardless of: (a) any investigations made by or on behalf of the Underwriter; or (b) delivery of and payment for the Bonds pursuant to this Purchase Contract. The agreements contained in this Section and in Section 12 shall survive any termination of this Purchase Contract.

**Section 15. Benefit; No Assignment.** This Purchase Contract is made solely for the benefit of the Authority, the City and the Underwriter (including its successors and assigns), and no

other person shall acquire or have any right hereunder or by virtue hereof. The rights and obligations created by this Purchase Contract are not subject to assignment by the Underwriter, the Authority or the City without the prior written consent of the other parties hereto.

**Section 16. Severability.** In the event that any provision of this Purchase Contract is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Purchase Contract.

**Section 17. Counterparts.** This Purchase Contract may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute the Purchase Contract by signing any such counterpart.

**Section 18. Governing Law.** This Purchase Contract shall be governed by the laws of the State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Section 19. Effectiveness.** This Purchase Contract shall become effective upon the execution of the acceptance hereof by an authorized officer of the Authority and the City, and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

STIFEL, NICOLAUS & COMPANY  
INCORPORATED

By: \_\_\_\_\_  
Title: Authorized Officer

Accepted:

CITY OF MORENO VALLEY

By: \_\_\_\_\_  
City Manager

Time of Execution: \_\_\_\_\_ Pacific Time

MORENO VALLEY PUBLIC FINANCING AUTHORITY

By: \_\_\_\_\_  
Executive Director

Time of Execution: \_\_\_\_\_ Pacific Time

Attachment: Bond Purchase Agreement [Revision 1] (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO



EXHIBIT A

\$ \_\_\_\_\_  
MORENO VALLEY PUBLIC FINANCING AUTHORITY  
LEASE REVENUE BONDS, SERIES 2015 (TAXABLE)

MATURITY SCHEDULE

<i>Principal Payment Date (November 1)</i>	<i>Principal</i> \$	<i>Coupon</i> %	<i>Yield</i> %	<i>Price</i>
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\_\_\_\_\_  
\* Term Bond.

Attachment: Bond Purchase Agreement [Revision 1] (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO

**EXHIBIT B**

\$ \_\_\_\_\_ \*

**MORENO VALLEY PUBLIC FINANCING AUTHORITY  
LEASE REVENUE BONDS, SERIES 2015 (TAXABLE)**

**RULE 15c2-12 CERTIFICATE**

The undersigned hereby certifies and represents that he or she is the duly appointed and acting representative of the City of Moreno Valley (the "City") and the Moreno Valley Public Financing Authority (the "Authority"), and is duly authorized to execute and deliver this Certificate on behalf of the City and the Authority, and further hereby certifies and reconfirms on behalf of the City and the Authority as follows:

(1) This Certificate is delivered in connection with the offering and sale of the above captioned bonds (the "Bonds") in order to enable the underwriter of the Bonds to comply with Securities and Exchange Commission Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the "Rule").

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, setting forth information concerning the Bonds, the Authority and the City (the "Preliminary Official Statement").

(3) As used herein, "Permitted Omissions" means the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final within the meaning of the Rule, and the information therein is accurate and complete except for the Permitted Omissions.

Dated: November \_\_, 2015

CITY OF MORENO VALLEY

By: \_\_\_\_\_  
City Manager

\* Preliminary; subject to change.

MORENO VALLEY PUBLIC FINANCING  
AUTHORITY

By: \_\_\_\_\_  
Executive Director

Attachment: Bond Purchase Agreement [Revision 1] (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO

**EXHIBIT C**

**\$ \_\_\_\_\_  
MORENO VALLEY PUBLIC FINANCING AUTHORITY  
LEASE REVENUE BONDS, SERIES 2015 (TAXABLE)**

**CLOSING CERTIFICATE OF THE AUTHORITY**

The undersigned hereby certifies and represents that he is the duly appointed and acting representative of the Moreno Valley Public Financing Authority (the "Authority"), and is duly authorized to execute and deliver this Certificate and further hereby certifies and reconfirms on behalf of the Authority as follows:

(i) The representations, warranties and covenants of the Authority contained in the Bond Purchase Contract, dated November \_\_, 2015 (the "Purchase Contract"), by and among the Authority, the City of Moreno Valley and Stifel, Nicolaus & Company, Incorporated, as underwriter, are true and correct and in all material respects on and as of the date of the Closing, with the same effect as if made on the date of the Closing.

(ii) The Authority Resolution is in full force and effect at the date of the Closing and has not been amended, modified or supplemented, except as agreed to by the Authority and the Underwriter.

(iii) The Authority has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied on or prior to the date of the Closing.

(iv) The statements and descriptions in the Official Statement pertaining to the Authority do not contain any untrue or misleading statement of a material fact and do not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading.

Capitalized terms used but not defined herein have the meanings given to such terms in the Purchase Contract.

Dated: December \_\_, 2015

**MORENO VALLEY PUBLIC FINANCING  
AUTHORITY**

By: \_\_\_\_\_  
Executive Director

Attachment: Bond Purchase Agreement [Revision 1] (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO

**EXHIBIT D**

\$ \_\_\_\_\_  
**MORENO VALLEY PUBLIC FINANCING AUTHORITY  
 LEASE REVENUE BONDS, SERIES 2015 (TAXABLE)**

**CLOSING CERTIFICATE OF THE CITY**

The undersigned hereby certifies and represents that he or she is the duly appointed and acting representative of the City of Moreno Valley (the “City”), and is duly authorized to execute and deliver this Certificate and further hereby certifies and reconfirms on behalf of the City as follows:

(i) The representations, warranties and covenants of the City contained in the Bond Purchase Contract, dated as of November \_\_, 2015 (the “Purchase Contract”), by and among the City, the Moreno Valley Public Financing Authority, and Stifel, Nicolaus & Company, Incorporated, as underwriter, are true and correct and in all material respects on and as of the date of the Closing, with the same effect as if made on the date of the Closing.

(ii) The City Resolution is in full force and effect at the date of the Closing and has not been amended, modified or supplemented, except as agreed to by the City and the Underwriter.

(iii) The City has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied on or prior to the date of the Closing.

(iv) Subsequent to the date of the Official Statement and on or prior to the date of this certificate, there has been no adverse change in the condition (financial or otherwise) of the City, whether or not arising in the ordinary course of operations, as described in the Official Statement that would materially and adversely affect the Bonds or the City’s performance under the City Agreements.

(v) The Official Statement (other than under the caption “THE AUTHORITY”) does not contain any untrue or misleading statement of a material fact and does not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading.

Capitalized terms used but not defined herein have the meanings given to such terms in the Purchase Contract.

Dated: December \_\_, 2015

CITY OF MORENO VALLEY

By: \_\_\_\_\_  
City Manager

Attachment: Bond Purchase Agreement [Revision 1] (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO

**EXHIBIT E**

December \_\_, 2015

Moreno Valley Public Financing Authority  
 14177 Frederick Street  
 Moreno Valley, California 92553

Stifel, Nicolaus & Company, Incorporated  
 515 South Figueroa Street, Suite 1800  
 Los Angeles, California 90071

City of Moreno Valley  
 14177 Frederick Street  
 Moreno Valley, California 92553

Opinion of City Attorney and Authority Counsel

with reference to

\$\_\_\_\_\_

**MORENO VALLEY PUBLIC FINANCING AUTHORITY  
 LEASE REVENUE BONDS, SERIES 2015 (TAXABLE)**

Ladies and Gentlemen:

In my capacity as the General Counsel to the Moreno Valley Public Financing Authority (the “Authority”) and the City Attorney of the City of Moreno Valley (the “City”), in connection with the issuance by the Authority of the above-referenced bonds (the “Bonds”), I have examined such documents, certificates and records as I have deemed relevant and necessary as the basis for the opinion set forth herein. Capitalized terms used and not otherwise defined herein shall have the same meanings as assigned to them in the Bond Purchase Contract, dated November \_\_, 2015 (the “Purchase Contract”), by and among Stifel, Nicolaus & Company, Incorporated, as underwriter, the City and the Authority.

Relying on my examination described above and pertinent law and subject to the limitations and qualifications set forth hereinafter, I am of the following opinion:

1. The City is a municipal corporation and general law city organized and validly existing under the laws of the State of California.
2. Resolution No. \_\_\_ of the City Council of the City (the “City Resolution”) has been duly adopted at a meeting of such City Council that was duly called and held on November 10, 2015 pursuant to law, with all required public notice and at which a quorum was present and acting throughout. The City Resolution is in full force and effect and has not been amended or repealed.
3. The City has duly authorized, executed and delivered the City Agreements. Assuming due authorization, execution and delivery by the other parties thereto, as necessary, the City Agreements constitute legal, valid and binding agreements of the City enforceable against the City in accordance with their terms, except as the enforceability thereof may be limited by applicable

bankruptcy, insolvency, debt adjustment, fraudulent conveyance or transfer, moratorium, reorganization or other laws affecting the enforcement of creditors' rights generally and equitable remedies if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and limitations on remedies against public agencies.

4. Except as disclosed in the Official Statement, there is no action, suit or proceeding before or by any court, public board or body pending (with service of process having been accomplished on the City) or, to the best of my knowledge, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the City or the titles of its officers to their respective offices; (b) in any way question or affect the validity or enforceability of the City Agreements or the Bonds; (c) find illegal, invalid or unenforceable the City Agreements or the transactions contemplated thereby, or any other agreement or instrument related to the issuance of the Bonds to which the City is a party; or (d) have a material adverse effect on the ability of the City to make Base Rental Payments when due.

5. The execution and delivery of the City Agreements and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States or any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, resolution, indenture, trust agreement, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound in a manner which would materially adversely affect the City's performance under the City Agreements.

6. The Authority is a joint exercise of powers authority organized and validly existing under the laws of the State of California.

7. Resolution No. \_\_\_\_ of the Authority (the "Authority Resolution") has been duly adopted at a regular meeting of the Board of Directors of the Authority that was duly called and held on November 10, 2015 pursuant to law, with all required public notice and at which a quorum was present and acting throughout. The Authority Resolution is in full force and effect and has not been amended or repealed.

8. The Authority has duly authorized, executed and delivered the Official Statement, and the Authority Agreements. Assuming due authorization, execution and delivery by the other parties thereto, as necessary, the Authority Agreements constitute legal, valid and binding agreements of the Authority enforceable against the Authority in accordance with their terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, debt adjustment, fraudulent conveyance or transfer, moratorium, reorganization or other laws affecting the enforcement of creditors' rights generally and equitable remedies if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and limitations on remedies against public agencies.

9. The execution and delivery by the Authority of the Authority Agreements, the Official Statement and the other instruments contemplated by any of such documents to which the Authority is a party, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the



State of California, the United States or any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, resolution, indenture, trust agreement, contract, agreement or other instrument to which the Authority is a party or is otherwise subject or bound in a manner which would materially adversely affect the Authority's performance under the Authority Agreements.

10. There is no action, suit or proceeding before or by any court, public board or body pending (with service of process having been accomplished on the Authority) or, to the best of my knowledge, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the Authority or the titles of its officers to their respective offices; (b) in any way question or affect the validity or enforceability of the Authority Agreements or the Bonds; or (c) find illegal, invalid or unenforceable the Authority Agreements or the transactions contemplated thereby, or any other agreement or instrument related to the issuance of the Bonds to which the Authority is a party.

11. The Bonds are payable from and secured by a valid lien on and pledge of the Base Rental Payments and Additional Payments and other amounts in the manner and to the extent provided in the Trust Agreement. The City is duly authorized to make, and the Authority is duly authorized to pledge, such Base Rental Payments and Additional Payments and other amounts, and no further action of the part of the City, the Authority or any other party is required to perfect the same or the interest of the Bondowners therein.

The opinion is based on such examination of the laws of the State of California as I deemed relevant for the purposes of this opinion. I have not considered the effect, if any, of the laws of any other jurisdiction upon matters covered by this opinion. I have assumed the genuineness of all documents and signatures, presented to me. I have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in such documents. I express no opinion as to the status of the Bonds or the interest thereon, the Authority Agreements or the City Agreements under any federal securities laws or any state securities or "Blue Sky" law or any federal, state or local tax law. Further, I express no opinion with respect to any indemnification, contribution, choice of law, choice of forum or waiver provisions contained in the Authority Agreements and the City Agreements. Without limiting any of the foregoing, I express no opinion as to any matter other than as expressly set forth above.

I am furnishing this opinion as General Counsel to the Authority and City Attorney to the City. Except for the Authority and the City, no attorney-client relationship has existed or exists between me and the addressees hereof in connection with the Bonds or by virtue of this opinion. This opinion is rendered solely in connection with the financing described herein, and may not be relied upon by you for any other purpose. I disclaim any obligation to update this opinion. This opinion shall not extend to, and may not be used, quoted, referred to, or relied upon by any other person, firm, corporation or other entity without my prior written consent.

Respectfully submitted,

**PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER \_\_, 2015****RATINGS: Insured: S&P: "AA"  
Underlying: S&P: "A+"  
See the caption "RATINGS."****NEW ISSUE – BOOK-ENTRY ONLY**

*In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2015 Bonds is exempt from State of California personal income taxes. Bond Counsel observes that interest on the Series 2015 Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Series 2015 Bonds. See "TAX MATTERS."*

**\$10,600,000\*****MORENO VALLEY PUBLIC FINANCING AUTHORITY  
LEASE REVENUE BONDS, SERIES 2015 (TAXABLE)****Dated: Date of Delivery****Due: November 1, as shown on inside front cover page**

The Moreno Valley Public Financing Authority Lease Revenue Bonds, Series 2015 (Taxable) (the "Series 2015 Bonds") are payable from base rental payments (the "Base Rental Payments") to be made by the City of Moreno Valley (the "City") to the Moreno Valley Public Financing Authority (the "Authority") for the right to use certain real property (collectively, the "Property") pursuant to a Master Facilities Sublease, dated as of December 1, 2015 (the "Facilities Sublease"), by and between the City, as sublessee, and the Authority, as sublessor. See the captions "THE PROPERTY" and "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015 BONDS."

The Series 2015 Bonds are being issued to provide funds: (i) to finance certain capital improvements of the City; (ii) to purchase a municipal bond insurance policy (the "Policy") from Assured Guaranty Municipal Corp. ("AGM") to guarantee the payment of principal of and interest on the Series 2015 Bonds; (iii) to purchase a municipal bond debt service reserve insurance policy (the "Reserve Policy") from AGM for deposit in the Reserve Fund for the Series 2015 Bonds; and (iv) to pay the costs incurred in connection with the issuance of the Series 2015 Bonds. See the captions "THE FINANCING PLAN" and "SOURCES AND USES OF FUNDS." The City has covenanted under the Facilities Sublease to take such action as may be necessary to include all Base Rental Payments and Additional Payments due thereunder in its annual budgets, and to make necessary annual appropriations for all such Base Rental Payments and Additional Payments. The City's obligation to make Base Rental Payments is subject to abatement during any period in which by reason of any material damage or destruction (other than by condemnation) there is substantial interference with the use and occupancy of the Property by the City, in the proportion in which the cost of that portion of the Property rendered unusable bears to the cost of the whole of the Property. See the caption "RISK FACTORS—Abatement."

The Series 2015 Bonds are being issued in fully registered book-entry only form, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Interest on the Series 2015 Bonds is payable semiannually on each May 1 and November 1, commencing May 1, 2016. Purchasers will not receive certificates representing their interest in the Series 2015 Bonds. Individual purchases will be in principal amounts of \$5,000 or integral multiples thereof. Principal of and interest and premium, if any, on the Series 2015 Bonds will be paid by Wells Fargo Bank, National Association, as trustee (the "Trustee"), to DTC for subsequent disbursement to DTC Participants, who are obligated to remit such payments to the Beneficial Owners of the Series 2015 Bonds. See the caption "THE SERIES 2015 BONDS—Book-Entry Only System."

The Series 2015 Bonds will be issued pursuant to an Indenture, dated as of December 1, 2015 (the "Indenture"), by and among the City, the Authority and the Trustee. The Series 2015 Bonds and any additional bonds issued pursuant to the Indenture ("Additional Bonds") are collectively referred to as the "Bonds."

*The Series 2015 Bonds are subject to optional redemption and mandatory sinking fund redemption prior to maturity and extraordinary redemption from insurance or condemnation proceeds as described herein. See the caption "THE SERIES 2015A BONDS—Redemption."*

**The Series 2015 Bonds are limited obligations of the Authority and are payable, as to interest thereon, principal thereof and any premiums upon the redemption of any thereof, solely from the Revenues described herein, and the Authority is not obligated to pay them except from the Revenues. All of the Series 2015 Bonds are equally secured by a pledge of and charge and lien upon the Revenues, and the Revenues constitute a trust fund for the security and payment of the interest on and principal of and redemption premiums, if any, on the Series 2015 Bonds as provided herein.**

**The Series 2015 Bonds are not a debt of the City, the State of the California (the "State") or any of its political subdivisions, and neither the City, the State nor any of its political subdivisions is liable thereon, nor in any event shall the Series 2015 Bonds be payable out of any funds or properties other than those of the Authority as described herein. The Series 2015 Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory limitation or restriction.**

The scheduled payment of principal of and interest on the Series 2015 Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Series 2015 Bonds by **ASSURED GUARANTY MUNICIPAL CORP.**

[AGM LOGO]

**THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.**

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\* Preliminary; subject to change.

*The Series 2015 Bonds will be offered when, as and if issued and received by the Underwriter, subject to the approval as to their validity by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, Bond Counsel. Certain legal matters will be passed upon for the City and the Authority by Quintanilla & Associates, A Professional Corporation, Interim City Attorney and interim counsel to the Authority, for the Underwriter by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, and for the Trustee by its counsel. It is anticipated that the Series 2015 Bonds will be available for delivery through the facilities of DTC on or about December 10, 2015.*

[STIFEL LOGO]

Dated: November \_\_, 2015

Attachment: Preliminary Official Statement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY

**\$10,600,000\***  
**MORENO VALLEY PUBLIC FINANCING AUTHORITY**  
**LEASE REVENUE BONDS, SERIES 2015 (TAXABLE)**

**MATURITY SCHEDULE**

**BASE CUSIP®†: \_\_\_\_\_**

<i>Maturity Date</i> <i>(November 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	<i>CUSIP®†</i>
	\$	%	%		

\$ \_\_\_\_\_ % Term Series 2015 Bond due November 1, 20\_\_ – Yield \_\_\_\_\_ %, Price: \_\_\_\_\_, CUSIP®†: \_\_\_\_\_

\* Preliminary; subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Capital IQ. Copyright© 2015 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Authority or the Underwriter takes any responsibility for the accuracy of such numbers.

No dealer, broker, salesperson or other person has been authorized by the City or the Authority to give any information or to make any representations in connection with the offer or sale of the Series 2015 Bonds other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the City or the Authority. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2015 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or Owners of the Series 2015 Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement and the information contained herein are subject to completion or amendment without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the Authority or any other parties described herein since the date hereof. These securities may not be sold nor may an offer to buy be accepted prior to the time the Official Statement is delivered in final form. This Official Statement is being submitted in connection with the sale of the Series 2015 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose, unless authorized in writing by the City. All summaries of documents and laws are made subject to the provisions thereof and do not purport to be complete statements of any or all such provisions.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget,” “intend” or similar words. Such forward-looking statements include, but are not limited to, certain statements contained under the captions “CITY FINANCIAL INFORMATION” and “RISK FACTORS.”

**THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT. IN EVALUATING SUCH STATEMENTS, POTENTIAL INVESTORS SHOULD SPECIFICALLY CONSIDER THE VARIOUS FACTORS WHICH COULD CAUSE ACTUAL EVENTS OR RESULTS TO DIFFER MATERIALLY FROM THOSE INDICATED BY SUCH FORWARD-LOOKING STATEMENTS.**

**IN CONNECTION WITH THE OFFERING OF THE SERIES 2015 BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2015 BONDS AT A LEVEL ABOVE THAT**

**WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE SERIES 2015 BONDS TO CERTAIN DEALERS, DEALER BANKS, BANKS ACTING AS AGENT AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICE STATED ON THE COVER PAGE HEREOF, AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.**

**THE SERIES 2015 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT, AND HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.**

*The City maintains a website; however, information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2015 Bonds.*

Assured Guaranty Municipal Corp. (“AGM”) makes no representation regarding the Series 2015 Bonds or the advisability of investing in the Series 2015 Bonds. In addition, AGM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AGM supplied by AGM and presented under the caption “BOND INSURANCE” and in Appendix G—“SPECIMEN MUNICIPAL BOND INSURANCE POLICY.”

**CITY OF MORENO VALLEY**

**MAYOR AND MEMBERS OF THE CITY COUNCIL**

Jesse L. Molina, Mayor  
Dr. Yxstian Gutierrez, Mayor Pro Tem  
Jeffrey J. Giba, Councilmember  
George E. Price, Councilmember  
D. LaDonna Jempson, Councilmember

**MORENO VALLEY PUBLIC FINANCING AUTHORITY**

Jesse L. Molina, Chair  
Dr. Yxstian Gutierrez, Vice Chair  
Jeffrey J. Giba, Boardmember  
George E. Price, Boardmember  
D. LaDonna Jempson, Boardmember

**STAFF**

Michelle Dawson, City Manager/Authority Executive Director  
Richard Teichert, Chief Financial Officer/Authority Treasurer  
Brooke McKinney, Treasury Operations Division Manager  
Ahmad R. Ansari, City Public Works Director/City Engineer  
Jane Halstead, City Clerk/Authority Secretary

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Los Angeles, California

**Interim City Attorney/Interim Authority Counsel**

Quintanilla & Associates, A Professional Corporation  
Rancho Mirage, California

**Financial Advisor**

Fieldman Rolapp & Associates, Inc.  
Irvine, California

**Trustee**

Wells Fargo Bank, National Association  
Los Angeles, California

Attachment: Preliminary Official Statement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY

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**\$10,600,000\***  
**MORENO VALLEY PUBLIC FINANCING AUTHORITY**  
**LEASE REVENUE BONDS, SERIES 2015 (TAXABLE)**

**INTRODUCTION**

**General**

This Official Statement, which includes the cover page and the appendices hereto (the “Official Statement”), provides certain information concerning the sale and delivery of the \$10,600,000\* aggregate principal amount of Moreno Valley Public Financing Authority Lease Revenue Bonds, Series 2015 (Taxable) (the “Series 2015 Bonds”). The Series 2015 Bonds are being issued by the Moreno Valley Public Financing Authority (the “Authority”) pursuant to a Master Trust Agreement, dated as of December 1, 2015 (the “Trust Agreement”), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”).

The net proceeds of the sale of the Series 2015 Bonds will be used: (i) to finance certain capital improvements of the City (the “Project”); (ii) to purchase a municipal bond insurance policy (the “Policy”) from Assured Guaranty Municipal Corp. (“AGM”) to guarantee the payment of principal of and interest on the Series 2015 Bonds; (iii) to purchase a municipal bond debt service reserve insurance policy (the “Reserve Policy”) from AGM for deposit in the Reserve Fund for the Series 2015 Bonds; and (iv) to pay the costs incurred in connection with the issuance of the Series 2015 Bonds. See the captions “THE FINANCING PLAN,” “BOND INSURANCE” and “SOURCES AND USES OF FUNDS.”

**Security for the Series 2015 Bonds**

Pursuant to a Master Facilities Lease, dated as of December 1, 2015 (the “Facilities Lease”), by and between the City of Moreno Valley (the “City”) and the Authority, the City has leased certain real property owned by the City (collectively, the “Property”) to the Authority in consideration for the Authority’s assistance in issuing the Series 2015 Bonds.

Pursuant to a Master Facilities Sublease, dated as of December 1, 2015 (the “Facilities Sublease”), by and between the City, as sublessee, and the Authority, as lessor, the Authority has subleased the Property back to the City in consideration for the payment of rental payments (the “Base Rental Payments”) to be made by the City for the right to use the Property.

The Series 2015 Bonds are equally and ratably payable from: (i) the Base Rental Payments and other payments paid by the City and received by the Authority pursuant to the Facilities Sublease (but not including Additional Payments as described herein); and (ii) all interest or other income from any investment of any money in any fund or account established pursuant to the Trust Agreement or the Facilities Sublease (collectively, the “Revenues”). The Authority has assigned its right, title and interest in the Base Rental Payments and its right to enforce remedies under the Facilities Sublease to the Trustee as security for the payment of the Series 2015 Bonds.

Pursuant to the Trust Agreement, the Authority may issue additional bonds (the “Additional Bonds”) payable from the Base Rental Payments on a parity with the Series 2015 Bonds (the Series 2015 Bonds and any such Additional Bonds being collectively referred to as the “Bonds”). See the caption “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015 BONDS—Additional Bonds.”

The City has covenanted in the Facilities Sublease to take such action as may be necessary to include all Base Rental Payments and Additional Payments due thereunder in its annual budgets, and to make

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\* Preliminary; subject to change.

necessary annual appropriations for all such Base Rental Payments and Additional Payments, subject to abatement as described in this Official Statement.

Revenues of the City's electric utility (the "Electric Utility") are not pledged as security for the Series 2015 Bonds. However, net revenues of the Electric Utility (revenues remaining after payment of operation and maintenance costs thereof and debt service obligations with respect thereto) are available to pay Base Rental Payments, and the City currently expects to pay all or a portion of Base Rental Payments from such net revenues of the Electric Utility. Notwithstanding the foregoing, the City makes no assurances regarding the amount of net revenues of the Electric Utility or the availability of net revenues of the Electric Utility to pay Base Rental Payments.

The Base Rental Payments and Additional Payments will be abated proportionately, during any period in which by reason of any material damage or destruction (other than by condemnation, which is provided for in the Facilities Sublease) there is substantial interference with the use and occupancy of the Property by the City, in the proportion in which the cost of that portion of the Property rendered unusable bears to the cost of the whole of the Property. See the caption "RISK FACTORS—Abatement." Abatement of Base Rental Payments under the Facilities Sublease, to the extent that payment is not made from alternative sources as described in this Official Statement, would result in all Bond Owners receiving less than the full amount of principal of and interest on the Bonds. To the extent that proceeds of insurance are available, Base Rental Payments (or a portion thereof) may be made during periods of abatement.

THE SERIES 2015 BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY AND ARE PAYABLE, AS TO INTEREST THEREON, PRINCIPAL THEREOF AND ANY PREMIUMS UPON THE REDEMPTION OF ANY THEREOF, SOLELY FROM THE REVENUES DESCRIBED HEREIN, AND THE AUTHORITY IS NOT OBLIGATED TO PAY THEM EXCEPT FROM THE REVENUES. ALL OF THE SERIES 2015 BONDS ARE EQUALLY SECURED BY A PLEDGE OF AND CHARGE AND LIEN UPON THE REVENUES, AND THE REVENUES CONSTITUTE A TRUST FUND FOR THE SECURITY AND PAYMENT OF THE INTEREST ON AND PRINCIPAL OF AND REDEMPTION PREMIUMS, IF ANY, ON THE SERIES 2015 BONDS AS PROVIDED HEREIN.

THE SERIES 2015 BONDS ARE NOT A DEBT OF THE CITY, THE STATE OF THE CALIFORNIA (THE "STATE") OR ANY OF ITS POLITICAL SUBDIVISIONS, AND NEITHER THE CITY, THE STATE NOR ANY OF ITS POLITICAL SUBDIVISIONS IS LIABLE THEREON, NOR IN ANY EVENT SHALL THE SERIES 2015 BONDS BE PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN THOSE OF THE AUTHORITY AS DESCRIBED HEREIN. THE SERIES 2015 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR RESTRICTION.

### **Book-Entry Only System**

The Series 2015 Bonds are being issued in fully registered book-entry only form, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Interest on the Series 2015 Bonds is payable semiannually on each May 1 and November 1, commencing May 1, 2016. Purchasers will not receive certificates representing their interest in the Series 2015 Bonds. Individual purchases will be in principal amounts of \$5,000 or integral multiples thereof. Principal of and interest on the Series 2015 Bonds will be paid by the Trustee to DTC for subsequent disbursement to DTC Participants, which are obligated to remit such payments to the Beneficial Owners of the Series 2015 Bonds. See the caption "THE SERIES 2015 BONDS—Book-Entry Only System."

## Redemption

The Series 2015 Bonds are subject to optional redemption and mandatory sinking fund redemption prior to maturity and extraordinary redemption from insurance or condemnation proceeds as described herein. See the caption “THE SERIES 2015A BONDS—Redemption.”

## Bond Insurance

Payment of the principal of and interest on the Series 2015 Bonds will be insured by the Policy to be issued by AGM concurrently with the issuance of the Series 2015 Bonds. See the caption “BOND INSURANCE.”

## Reserve Fund

A Reserve Fund for the Series 2015 Bonds has been established pursuant to the Indenture. AGM has committed to issue, concurrently with the issuance of the Series 2015 Bonds, the Reserve Policy in the initial principal amount of \$1,800,968.76,\* which constitutes the Reserve Fund Requirement. The Reserve Policy will be deposited in the Reserve Fund. Neither the Authority nor the City are obligated: (i) to make any additional deposits into the Reserve Fund in the event that AGM defaults on its obligation to make payments under the Reserve Policy; or (ii) to replace the Reserve Policy in the event of a rating downgrade of AGM. See the caption “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015 BONDS—Reserve Fund.”

## Legal Matters

Wells Fargo Bank, National Association, Los Angeles, California, will act as Trustee with respect to the Series 2015 Bonds. The Series 2015 Bonds will be issued subject to the approval as to their legality by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, Bond Counsel. Certain legal matters will be passed upon for the City and the Authority by Quintanilla & Associates, A Professional Corporation, Interim City Attorney and interim counsel to the Authority, for the Underwriter by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, and for the Trustee by its counsel.

## Miscellaneous

The City’s financial statements for the fiscal year of the City ended June 30, 2014 (each fiscal year of the City ended June 30, a “Fiscal Year”) included as Appendix B hereto have been audited by Lance, Soll & Lunghard, LLP, Certified Public Accountants, Brea, California (the “Auditor”). The City’s financial statements are public documents and are included within this Official Statement without the prior approval of the Auditor. Accordingly, the Auditor has not performed any post-audit review of the financial condition of the City.

Certain events could affect the ability of the City to make the Base Rental Payments when due. See the caption “RISK FACTORS” for a discussion of certain factors that should be considered, in addition to other matters set forth herein, in evaluating an investment in the Series 2015 Bonds.

The presentation of information, including tables of receipt of revenues, is intended to show recent historical information and, except for a budget discussion for Fiscal Year 2016, is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as it might be shown by such financial and other information, will necessarily continue or be repeated in the future.

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\* Preliminary; subject to change.

The summaries or references to the Trust Agreement, the Facilities Lease, the Facilities Sublease and other documents, agreements and statutes referred to herein, and the description of the Series 2015 Bonds included in this Official Statement, do not purport to be comprehensive or definitive, and such summaries, references and descriptions are qualified in their entireties by reference to each such document or statute. All capitalized terms used in this Official Statement and not otherwise defined have the meanings set forth in Appendix A.

## THE SERIES 2015 BONDS

### General

The Series 2015 Bonds will be issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple thereof. The Series 2015 Bonds will be dated as of and bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) from the dated date thereof at the rates set forth on the inside cover page hereof. Interest on the Series 2015 Bonds will be paid semiannually on each May 1 and November 1, commencing May 1, 2016 (each, an "Interest Payment Date").

The Series 2015 Bonds will bear interest from the Interest Payment Date next preceding the date of registration thereof, unless such date of registration is an Interest Payment Date, in which event they will bear interest from such date, or unless such date of registration is prior to the first Interest Payment Date, in which event they will bear interest from their dated date. Payment of interest on the Series 2015 Bonds due on or before the maturity or prior redemption thereof will be paid by check mailed by first class mail on each Interest Payment Date to the person in whose name the Series 2015 Bond is registered as of the applicable Record Date for such Interest Payment Date at the address shown on the registration books maintained by the Trustee pursuant to the Trust Agreement; provided, however, that interest on any Series 2015 Bonds will be paid by wire transfer or other means to provide immediately available funds to any Holder of at least \$1,000,000 in aggregate principal amount of such Series 2015 Bonds, at its option, according to wire instructions to an account within the United States of America given to the Trustee in writing for such purpose and on file prior to the applicable Record Date preceding the Interest Payment Date.

Interest on any Series 2015 Bond will cease to accrue: (i) on the maturity date thereof, provided that there has been irrevocably deposited with the Trustee an amount sufficient to pay the principal amount thereof, plus interest accrued thereon to such date; or (ii) on the redemption date thereof, provided that there has been irrevocably deposited with the Trustee an amount sufficient to pay the Redemption Price thereof, plus interest accrued thereon to such date. The Holder of such Series 2015 Bond is not entitled to any other payment, and such Series 2015 Bond will no longer be Outstanding and entitled to the benefits of the Trust Agreement, except for the payment of the principal amount or Redemption Price, of such Series 2015 Bond, as appropriate, from moneys held by the Trustee for such payment.

The principal of the Series 2015 Bonds will be payable by check in lawful money of the United States of America at the Principal Office of the Trustee. No payment of principal will be made on any Series 2015 Bond unless and until such Series 2015 Bond is surrendered to the Trustee for cancellation.

### Redemption

**Optional Redemption.\*** The Series 2015 Bonds maturing on and after November 1, 20\_\_ are subject to optional redemption prior to their stated Principal Payment Dates, on any date on or after November 1, 20\_\_, in whole or in part, in Authorized Denominations, from and to the extent of prepaid Base Rental Payments paid pursuant to the Facilities Sublease, any such prepayment to be at a Redemption Price equal to the principal amount of the Series 2015 Bonds to be redeemed, plus accrued interest thereon to the Redemption Date, without premium.

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\* Preliminary; subject to change.

**Mandatory Sinking Fund Redemption.** The Series 2015 Bonds with a stated Principal Payment Date of November 1, 20\_\_ are subject to redemption prior to such stated Principal Payment Date, in part, from Mandatory Sinking Account Payments, on each November 1 specified below, at a Redemption Price equal to the principal amount of the Series 2015 Bonds to be redeemed, plus accrued interest thereon to the Redemption Date, without premium. The principal of such Series 2015 Bonds to be so redeemed and the dates therefor will be as follows:

Mandatory Sinking Fund Payment Date (November 1)	Principal Amount
20__	\$
20__	
20__	
20__*	
20__	

\* Final Maturity.

The amount of each such redemption will be reduced proportionately in the event and to the extent of any and all redemptions of Series 2015 Bonds with a stated Principal Payment Date of November 1, 20\_\_, pursuant to any provision of the Indenture other than redemptions made pursuant to the mandatory sinking fund redemption provisions of the Indenture.

**Extraordinary Redemption from Condemnation Award or Insurance Proceeds.** The City will prepay on any date from insurance and eminent domain proceeds, to the extent provided in the Facilities Sublease (provided, however, that in the event of partial damage to or destruction of the Property caused by perils covered by insurance, if in the judgment of the Authority the insurance proceeds are sufficient to repair, reconstruct or replace the damaged or destroyed portion of the Property, such proceeds will be held by the Trustee and used to repair, reconstruct or replace the damaged or destroyed portion of the Property, pursuant to the procedure set forth in the Facilities Sublease for proceeds of insurance), all or any part (in an integral multiple of \$5,000 principal component) of Base Rental Payments then unpaid so that the aggregate annual amounts of Base Rental Payments which are payable after such prepayment date will be as nearly proportional as practicable to the aggregate annual amounts of Base Rental Payments unpaid prior to the prepayment date, at a prepayment amount equal to the principal of and interest on the Series 2015 Bonds to the date of redemption of the Series 2015 Bonds.

The Series 2015 Bonds are subject to redemption by the Authority on any date prior to their respective stated maturities, upon notice as provided in the Trust Agreement, as a whole or in part by lot within each stated maturity in integral multiples of Authorized Denominations, from prepayments from insurance and eminent domain proceeds made by the City pursuant to the Facilities Sublease (as described in the preceding paragraph), at a redemption price equal to the sum of the principal amount thereof, without premium, plus accrued interest thereon to the Redemption Date. Whenever less than all of the Outstanding Bonds are to be redeemed on any one date, the Trustee will select, in accordance with written directions from the Authority, the Bonds to be redeemed in part from the Outstanding Bonds so that the aggregate annual principal amount of and interest on Bonds which are payable after such Redemption Date will be as nearly proportional as practicable to the aggregate annual principal amount of and interest on Bonds Outstanding prior to such Redemption Date.

**Selection of Bonds for Redemption.** If less than all Outstanding Series 2015 Bonds maturing by their terms on any one date are to be redeemed at any one time, the Trustee will select the Series 2015 Bonds of such maturity date to be redeemed at random and promptly notify the Authority in writing of the numbers of the Series 2015 Bonds so selected for redemption. For purposes of such selection, Series 2015 Bonds will be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be

Attachment: Preliminary Official Statement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY

separately redeemed. In the event that Term Bonds are designated for redemption, the Authority may designate which sinking account payments are allocated to such redemption, and in the absence of such Authority designation such redemptions will be allocated in inverse order of Mandatory Sinking Account Payment Dates.

**Notice of Redemption; Cancellation.** Notice of redemption will be mailed by first-class mail by the Trustee, not less than 30 nor more than 60 days prior to the redemption date to: (i) the respective Bondholders of the Series 2015 Bonds designated for redemption at their addresses appearing on the registration books of the Trustee; (ii) the Securities Depositories; and (iii) one or more Information Services. Notice of redemption to the Securities Depositories and the Information Services will be given by registered mail or overnight delivery or facsimile transmission or by such other method acceptable to such institutions. Each notice of redemption will state the date of such notice, the date of issue of the Bonds, the Series, the redemption date, the Redemption Price, the place or places of redemption (including the name and appropriate address of the Trustee), the CUSIP number (if any) of the maturity or maturities, and, if less than all of any such maturity is to be redeemed, the distinctive certificate numbers of the Series 2015 Bonds of such maturity, to be redeemed and, in the case of Series 2015 Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice will also state that on said date there will become due and payable on each of said Series 2015 Bonds the redemption price thereof, together with interest accrued thereon to the redemption date, and that from and after such redemption date interest thereon will cease to accrue, and will require that such Series 2015 Bonds be then surrendered at the address of the Trustee specified in the redemption notice. Failure to receive such notice or any defect in such notice will not invalidate any of the proceedings taken in connection with such redemption.

The Authority may, at its option, prior to the date fixed for redemption in any notice of redemption rescind and cancel such notice of redemption by Written Request to the Trustee and the Trustee will mail notice of such cancellation to the recipients of the notice of redemption being cancelled.

All Series 2015 Bonds redeemed pursuant to the provisions of the Trust Agreement will be cancelled by the Trustee and destroyed with a certificate of destruction furnished to the Authority upon its request and will not be reissued.

**Effect of Notice of Redemption.** If notice of redemption has been duly given as aforesaid and money for the payment of the redemption price of the Series 2015 Bonds called for redemption is held by the Trustee, then on the redemption date designated in such notice Series 2015 Bonds so called for redemption become due and payable, and from and after the date so designated interest on such Series 2015 Bonds cease to accrue, and the Bondholders of such Series 2015 Bonds will have no rights in respect thereof except to receive payment of the redemption price thereof.

### **Book-Entry Only System**

**General.** DTC will act as securities depository for the Series 2015 Bonds. The Series 2015 Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Series 2015 Bond will be issued for each maturity of the Series 2015 Bonds, each in the initial aggregate principal amount of such maturity, will be deposited with DTC and will be available to actual purchasers of the Series 2015 Bonds (the "Beneficial Owners") in denominations of \$5,000 or any integral multiple thereof. Beneficial Owners will not be entitled to receive physical delivery of the Series 2015 Bonds. See Appendix E for further information with respect to DTC and its book-entry only system.

**Transfer and Exchange of Bonds.** The following provisions regarding the exchange and transfer of the Series 2015 Bonds apply only during any period in which the Series 2015 Bonds are not subject to DTC's book-entry system. While the Series 2015 Bonds are subject to DTC's book-entry system, their exchange and transfer will be effected through DTC and the Participants and will be subject to the procedures, rules and requirements established by DTC.



Any Series 2015 Bond may, in accordance with its terms, be transferred in the books required to be kept pursuant to the provisions of the Trust Agreement by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series 2015 Bond for cancellation accompanied by delivery of a duly executed written instrument of transfer in a form acceptable to the Trustee. Whenever any Series 2015 Bond or Bonds are surrendered for transfer, the Authority will execute and the Trustee will authenticate and deliver to the transferee a new Series 2015 Bond or Bonds of the same Series and maturity for a like aggregate principal amount of Authorized Denominations. The Trustee will require the payment by the Bondholder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer as a condition precedent to the exercise of such privilege.

The Authority and the Trustee may, except as otherwise provided in the Trust Agreement, deem and treat the registered owner of any Series 2015 Bond as the absolute owner of such Series 2015 Bond for the purpose of receiving payment thereof and for all other purposes, whether such Series 2015 Bond is overdue or not, and neither the Authority nor the Trustee will be affected by any notice or knowledge to the contrary; and payment of the interest on and principal of and redemption premium, if any, on such Series 2015 Bond will be made only to such registered owner, which payments will be valid and effectual to satisfy and discharge liability on such Series 2015 Bond to the extent of the sum or sums so paid.

The Trustee is not required to register the transfer of or exchange any Series 2015 Bond which has been selected for redemption in whole or in part, from and after the day of mailing of a notice of redemption of such Series 2015 Bond selected for redemption in whole or in part as provided in the Trust Agreement or during the period established by the Trustee for selection of Series 2015 Bonds for redemption.

Series 2015 Bonds may be exchanged at the Principal Office of the Trustee for a like aggregate principal amount of Series 2015 Bonds of the same Series and maturity of other authorized denominations. The Trustee will require the payment by the Bondholder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange as a condition precedent to the exercise of such privilege. The Trustee is not required to exchange any Series 2015 Bond which has been selected for redemption in whole or in part, from and after the day of mailing of a notice of redemption of such Series 2015 Bond selected for redemption in whole or in part as provided in the Trust Agreement or during the period established by the Trustee for selection of Series 2015 Bonds for redemption.

## **SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015 BONDS**

### **Pledge of Revenues**

The Series 2015 Bonds are equally and ratably payable from and secured by the Revenues, which consist of: (i) the Base Rental Payments and other payments paid by the City and received by the Authority pursuant to the Facilities Sublease (but not including Additional Payments as described below); and (ii) all interest or other income from any investment of any money in any fund or account established pursuant to the Trust Agreement or the Facilities Sublease.

Base Rental Payments will be paid by the City from any and all legally available funds. See the captions "THE CITY," "CITY FINANCIAL INFORMATION" and "RISK FACTORS." The City has covenanted in the Facilities Sublease to take such action as may be necessary to include all Base Rental Payments and Additional Payments due thereunder in its annual budgets, and to make necessary annual appropriations for all such Base Rental Payments and Additional Payments, subject to abatement as described in this Official Statement.

Revenues of the Electric Utility are not pledged as security for the Series 2015 Bonds. However, net revenues of the Electric Utility (revenues remaining after payment of operation and maintenance costs thereof and debt service obligations with respect thereto) are available to pay Base Rental Payments, and the City currently expects to pay all or a portion of Base Rental Payments from such net revenues of the Electric

Utility. Notwithstanding the foregoing, the City makes no assurances regarding the amount of net revenues of the Electric Utility or the availability of net revenues of the Electric Utility to pay Base Rental Payments.

The Authority may issue Additional Bonds payable from the Base Rental Payments on a parity with the Series 2015 Bonds. See the caption “—Additional Bonds.”

All Revenues, any other amounts (including proceeds of the sale of the Series 2015 Bonds) held by the Trustee in any fund or account established under the Trust Agreement and any other amounts (excluding Additional Payments) received by the Authority in respect of the Property have been irrevocably pledged to the payment of the interest and premium, if any, on and principal of the Series 2015 Bonds as provided in the Trust Agreement, and the Revenues and other amounts pledged thereunder may not be used for any other purpose while any of the Bonds remain Outstanding; provided, however, that out of the Revenues and other moneys there may be applied such sums for such purposes as are permitted thereunder. Such pledges constitutes a pledge of and charge and first lien upon the Revenues, all other amounts pledged under the Trust Agreement and all other moneys on deposit in the funds and accounts established thereunder for the payment of the interest on and principal of the Series 2015 Bonds in accordance with the terms thereof.

Pursuant to the Trust Agreement, the Authority has assigned its right, title and interest in the Base Rental Payments and its right to enforce remedies under the Facilities Sublease to the Trustee as security for the payment of the Series 2015 Bonds. The City will pay Base Rental Payments directly to the Trustee, as assignee of the Authority. See the caption “—Base Rental Payments” below.

THE SERIES 2015 BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY AND ARE PAYABLE, AS TO INTEREST THEREON, PRINCIPAL THEREOF AND ANY PREMIUMS UPON THE REDEMPTION OF ANY THEREOF, SOLELY FROM THE REVENUES DESCRIBED HEREIN, AND THE AUTHORITY IS NOT OBLIGATED TO PAY THEM EXCEPT FROM THE REVENUES. ALL OF THE SERIES 2015 BONDS ARE EQUALLY SECURED BY A PLEDGE OF AND CHARGE AND LIEN UPON THE REVENUES, AND THE REVENUES CONSTITUTE A TRUST FUND FOR THE SECURITY AND PAYMENT OF THE INTEREST ON AND PRINCIPAL OF AND REDEMPTION PREMIUMS, IF ANY, ON THE SERIES 2015 BONDS AS PROVIDED HEREIN.

THE SERIES 2015 BONDS ARE NOT A DEBT OF THE CITY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS, AND NEITHER THE CITY, THE STATE NOR ANY OF ITS POLITICAL SUBDIVISIONS IS LIABLE THEREON, NOR IN ANY EVENT SHALL THE SERIES 2015 BONDS BE PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN THOSE OF THE AUTHORITY AS DESCRIBED HEREIN. THE SERIES 2015 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR RESTRICTION.

### **Base Rental Payments**

Base Rental Payments, will be paid by the City to the Authority for and in consideration of the right to use and occupy the Property and in consideration of the continued right to the quiet use and enjoyment thereof during each Rental Payment Period for which such Base Rental Payments are to be paid. The Base Rental Payments are due and payable on October 25 and April 25 in the amounts set forth in the Facilities Sublease and are for the use and occupancy of the Property during the one-year period ending on the 1st day of each November. All Base Rental Payments received by the Trustee will be deposited by the Trustee in the Revenue Fund established under the Trust Agreement.

Pursuant to the Trust Agreement, all money in the Revenue Fund will be set aside by the Trustee in the following respective special accounts or funds within the Revenue Fund (each of which has been created and each of which the Authority has covenanted and agreed to cause to be maintained) in the following order of priority: (1) Interest Account; and (2) Principal Account.

All money in each of such accounts will be held in trust by the Trustee and will be applied, used and withdrawn only for the purposes authorized in the Trust Agreement. On each Principal Payment Date, following payment of principal of and interest on the Series 2015 Bonds, any excess amount on deposit in the Revenue Fund will be returned to the City as an excess of Base Rental Payments.

**Interest Account.** On or before each Interest Payment Date, the Trustee will set aside from the Revenue Fund and deposit in the Interest Account that amount of money which is equal to the amount of interest becoming due and payable on all Outstanding Bonds on the next succeeding Interest Payment Date. No deposit need be made in the Interest Account if the amount contained therein and available to pay interest on the Bonds is at least equal to the aggregate amount of interest becoming due and payable on all Outstanding Bonds on such Interest Payment Date. All money in the Interest Account will be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Series 2015 Bonds as it becomes due and payable (including accrued interest on any Series 2015 Bonds purchased or redeemed prior to maturity).

**Principal Account.** On or before each November 1, the Trustee will set aside from the Revenue Fund and deposit in the Principal Account an amount of money equal to the amount of all sinking fund payments required to be made on such November 1, into the respective sinking fund accounts for all Outstanding Term Bonds and the principal amount of all Outstanding Serial Bonds maturing on such November 1. No deposit need be made in the Principal Account if the amount contained therein and available to pay principal of the Series 2015 Bonds is at least equal to the aggregate amount of the principal of all Outstanding Serial Bonds maturing by their terms on such November 1 plus the aggregate amount of all sinking fund payments required to be made on such November 1 for all Outstanding Term Bonds. All money in the Principal Account will be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Series 2015 Bonds as it becomes due and payable, whether at maturity or redemption, except that any money in any Sinking Account created under the Trust Agreement will be used and withdrawn by the Trustee only to purchase or to redeem or to pay Term Bonds for which such Sinking Account was created.

Scheduled Base Rental Payments relating to the Series 2015 Bonds are set forth below under the caption "BASE RENTAL PAYMENT SCHEDULE."

### **Additional Payments**

For the right to use and occupy the Property, the Facilities Sublease requires the City to pay, as Additional Payments thereunder, in addition to the Base Rental Payments, such amounts as are required for the payment all amounts, costs and expenses incurred by the Authority in connection with the execution, performance or enforcement of the Facilities Sublease or any assignment thereof, the Trust Agreement, the Authority's interest in the Property and the lease of the Property to the City, including but not limited to payment of all fees, costs and expenses and all administrative costs of the Authority related to the Series 2015 Bonds, the Property, including, without limiting the generality of the foregoing, salaries and wages of employees, all expenses, compensation and indemnification payable by the Authority to the Trustee under the Trust Agreement, fees of auditors, accountants, attorneys or architects, and all other necessary administrative costs of the Authority or charges required to be paid by it in order to maintain its existence or to comply with the terms of the Series 2015 Bonds or of the Trust Agreement; but not including in such Additional Payments amounts required to pay the principal of or interest on the Series 2015 Bonds.

Such Additional Payments will be billed to the City by the Authority or the Trustee from time to time, together with a statement certifying that the amount billed has been paid by the Authority or by the Trustee on behalf of the Authority, for one or more of the items above described, or that such amount is then payable by the Authority or the Trustee for such items. Amounts so billed will be paid by the City within 60 days after receipt of the bill by the City. The City reserves the right to audit billings for Additional Payments although exercise of such right will in no way affect the duty of the City to make full and timely payment for all Additional Payments.

The Authority may in the future issue bonds to finance facilities, and may in the future enter into leases with respect to other facilities. The administrative costs of the Authority will be allocated among such other facilities and the Property as provided below. The fees of the Trustee under the Trust Agreement, and any other expenses directly attributable to the Property will be included in the Additional Payments payable under the Facilities Sublease. The fees of any trustee or paying agent under any indenture securing bonds of the Authority or any trust agreement other than the Trust Agreement, and any other expenses directly attributable to any facilities other than the Property, will not be included in the administrative costs of the Property, and will not be paid from the Additional Payments payable under the Facilities Sublease. Any expenses of the Authority not directly attributable to any particular project of the Authority will be equitably allocated among all such projects, including the Property in accordance with sound accounting practice. In the event of any question or dispute as to such allocation, the written opinion of an independent firm of certified public accountants, employed by the Authority to consider the question and render an opinion thereon, will be a final and conclusive determination as to such allocation. The Trustee may conclusively rely upon the Written Request of the Authority, with the approval of the Mayor, Vice-Mayor, City Manager or Finance Director of the City or any such officer's duly authorized designee, or a duly authorized representative of the City, endorsed thereon, in making any determination that costs relating to the Authority are payable as Additional Payments under the Facilities Sublease, and is not required to make any investigation as to whether or not the items so requested to be paid are expenses of operation of the Property.

### **Abatement**

The Base Rental Payments and Additional Payments will be abated proportionately, during any period in which by reason of any material damage or destruction (other than by condemnation, which is provided for in the Facilities Sublease) there is substantial interference with the use and occupancy of the Property by the City, in the proportion in which the cost of that portion of the Property rendered unusable bears to the cost of the whole of the Property. Such abatement will continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction. In the event of any such damage or destruction, the Facilities Sublease will continue in full force and effect and the City waives the benefits of California Civil Code Sections 1932(2) and 1933(4) and of Title 11 of the United States Code, Section 365(h) and any and all other rights to terminate the Facilities Sublease by virtue of any such damage or destruction or interference.

Notwithstanding the foregoing, to the extent that moneys are available for the payment of Base Rental Payments and Additional Payments in any of the funds and accounts established under the Trust Agreement (including as a result of the availability of insurance proceeds), such Base Rental Payments and Additional Payments will not be abated as provided above but, rather, will be payable by the City as a special obligation payable solely from said funds and accounts. See the caption "—Insurance" and Appendix A.

### **Substitution, Addition and Removal of Property**

The City and the Authority may add, substitute or release real property for all or part of, or may release a part of, the Property for purposes of the Facilities Lease and the Facilities Sublease, but only after the City has filed with the Authority and the Trustee, with copies to each rating agency then providing a rating for the Bonds, all of the following:

- (i) Executed copies of the Facilities Lease and the Facilities Sublease or amendments thereto containing the amended description of the Property, including the legal description of any real property component of the Property as modified, if necessary.
- (ii) A Written Certificate of the City, certifying that the annual fair rental value (which may be based on, but not limited to, the construction or acquisition cost or replacement cost of such facility to the City) of the Property that will constitute the Property after such addition, substitution or withdrawal will be at least equal to 100% of the maximum amount of Base Rental Payments becoming due in the then current Fiscal

Year or in any subsequent Fiscal Year. At the sole discretion of the City, in the alternative, in the event of a substitution only, the Written Certificate of the City will certify that the annual fair rental value of the new Property is at least equal to that of the substituted Property.

(iii) With respect to an addition or substitution of property, a leasehold owner's title insurance policy or policies or a commitment for such policy or policies or an amendment or endorsement to an existing title insurance policy or policies resulting in title insurance with respect to the Property after such addition or substitution in an amount at least equal to the aggregate principal amount of Bonds Outstanding; each such insurance instrument, when issued, will name the Trustee as the insured, and insure the leasehold estate of the Authority in such property subject only to such exceptions as do not substantially interfere with the City's right to use and occupy such property and as will not result in an abatement of Base Rental Payments payable by the City under the Facilities Sublease.

(iv) A Written Certificate of the City stating that such addition, substitution or withdrawal, as applicable, does not adversely affect the City's use and occupancy of the Property.

(v) With respect to the substitution of property, a Written Certificate of the City stating that the useful life of the property to be substituted is at least equal to the useful life of the property being released.

(vi) An opinion of Bond Counsel stating that any amendment executed in connection with such addition, substitution or withdrawal, as the case may be: (i) is authorized or permitted under the Facilities Sublease; (ii) will, upon the execution and delivery thereof, be valid and binding upon the Authority and the City; and (iii) will not cause the interest on any tax-exempt Bonds to be included in gross income for federal income tax purposes.

The City and the Authority have agreed that the Property or portion thereof for which other real property is substituted, pursuant to the Facilities Sublease, will be released from the Facilities Lease and the Facilities Sublease, and will no longer be encumbered thereby and hereby or by the Trust Agreement at such time as the City has caused said substitution.

### **Additional Bonds**

***Conditions for the Issuance of Additional Bonds.*** The Authority may at any time, issue Additional Bonds pursuant to a Supplemental Trust Agreement, payable from the Revenues as provided in the Trust Agreement and secured by a pledge of and charge and lien upon the Revenues as provided therein equal to the pledge, charge and lien securing the Outstanding Series 2015 Bonds theretofore issued thereunder, but only subject to the following specific conditions, which have been made conditions precedent to the issuance of any such Additional Bonds:

(a) The Authority is in compliance with all agreements and covenants contained in the Trust Agreement and no Event of Default has occurred and is continuing.

(b) The Supplemental Trust Agreement requires that the proceeds of the sale of such Additional Bonds will be applied to finance or refinance Projects, or for the refunding or repayment of any Bonds then Outstanding, including the payment of costs and expenses of and incident to the authorization and sale of such Additional Bonds. The Supplemental Trust Agreement may also provide that a portion of such proceeds be applied to the payment of the interest due or to become due on said Additional Bonds.

(c) The aggregate principal amount of Bonds issued and at any time Outstanding under the Trust Agreement does not exceed any limit imposed by law, by the Trust Agreement or by any Supplemental Trust Agreement.

(d) The Facilities Sublease has been amended, if necessary, so that the Base Rental Payments payable by the City thereunder in each Fiscal Year at least equal Debt Service, including Debt Service on the Additional Bonds, in each Fiscal Year, and if Base Rental Payments are being increased, a Certificate of the City will be delivered to the Trustee certifying that the annual fair rental value (which may be based on, but not limited to, the construction or acquisition cost or replacement cost of any facility which is or will become part of the Property) will be at least equal to 100% of the maximum amount of Base Rental Payments becoming due in the then current fiscal year or in any subsequent fiscal year.

(e) If additional facilities, if any, are to be leased and are not situated on property described in the Facilities Lease and Facilities Sublease: (1) the Facilities Lease has been amended so as to lease to the Authority such additional real property; and (2) the Facilities Sublease has been amended so as to lease to the City such additional real property.

***Proceedings for Authorization of Additional Bonds.*** Whenever the Authority and the City determine to execute and deliver any Additional Bonds pursuant to the Trust Agreement, the Authority and the Trustee will enter into a Supplemental Trust Agreement providing for the issuance of such Additional Bonds, specifying the maximum principal amount of such Additional Bonds and prescribing the terms and conditions of such Additional Bonds.

The Supplemental Trust Agreement will prescribe the form or forms of such Additional Bonds and, subject to the provisions of the Trust Agreement, will provide for the distinctive designation, denominations, method of numbering, dates, payment dates, interest rates, interest payment dates, provisions for redemption (if desired) and places of payment of principal and interest.

Before such Additional Bonds are issued, the City and the Authority will file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel setting forth that: (1) such Counsel has examined the Supplemental Trust Agreement and the amendment to the Facilities Sublease and Facilities Lease required by the Trust Agreement; (2) the execution and delivery of the Additional Bonds have been duly authorized by the City and the Authority; and (3) said amendment to the Facilities Sublease and Facilities Lease, when duly executed by the City and the Authority, will be valid and binding obligations of the City and the Authority.

(b) A Certificate of the Authority stating that the requirements of the Trust Agreement have been met.

(c) A Certificate of the City stating that the insurance required by the Facilities Sublease is in effect.

Upon the delivery to the Trustee of the foregoing instruments and upon the Trustee's receipt of Certificates of the City and of the Authority stating that all applicable provisions of the Trust Agreement have been complied with (so as to permit the execution and delivery of the Additional Bonds in accordance with the Supplemental Trust Agreement then delivered to the Trustee), the Trustee will authenticate and deliver said Additional Bonds in the aggregate principal amount specified in such Supplemental Trust Agreement to, or upon the Written Request of, the Authority.

The City has no current plans to issue Additional Bonds under the Trust Agreement. See the caption "RISK FACTORS—Substitution, Addition and Removal of Property; Additional Bonds."

#### **Action on Default**

Should the City default under the Facilities Sublease, the Trustee, as assignee of the Authority thereunder, may terminate the Facilities Sublease and recover certain damages from the City, or may retain the

Facilities Sublease and hold the City liable for all Base Rental Payments thereunder on an annual basis, and the Trustee has the right to re-enter and re-let the Property. In the event that such re-letting occurs, the City would be liable for any resulting deficiency in Base Rental Payments. Base Rental Payments may not be accelerated upon a default under the Facilities Sublease. See the caption “RISK FACTORS—Limited Recourse on Default; No Acceleration of Base Rental.”

For purposes of certain actions of Bond Owners under the Indenture and the Facilities Sublease, such as certain consents and amendments and the direction of remedies following default, Series 2015 Bond Owners do not act alone and may not control such matters to the extent that such matters are not supported by the requisite number of the Owners of all Series 2015 Bonds and Additional Bonds, if any.

For a description of the events of default and permitted remedies of the Trustee (as assignee of the Authority) contained in the Facilities Sublease and the Indenture, see Appendix A.

### **Reserve Fund**

***Establishment of Reserve Fund.*** The Trustee will establish and maintain a separate fund to be known as the “Reserve Fund.” Moneys in the Reserve Fund will be used and withdrawn by the Trustee solely for the purposes set forth in the Trust Agreement. There will be deposited in the Reserve Fund the Reserve Policy pursuant to the Trust Agreement. The City, upon notice to the rating agencies then rating the Series 2015 Bonds, reserves the right to substitute, at any time and from time to time, one or more Reserve Facilities from a financial institution, the long-term unsecured obligations of which are rated in the two highest rating categories of the rating agency in substitution for or in place of all or any portion of the Reserve Policy or the moneys, if any, on deposit in the Reserve Fund, which satisfy the Reserve Fund Requirement (as such term is defined below), under the terms of which the Trustee is unconditionally entitled to draw amounts when required for the purposes of the Trust Agreement. Upon deposit by the City with the Trustee of any such Reserve Facility(ies), the Trustee will, on or after the date of such deposit, transfer to the City such amounts as are on deposit in the Reserve Fund in excess of the Reserve Fund Requirement after application of the Reserve Facility(ies) thereto. The City will, subject to any investment instructions contained in the Tax Certificate, use any such amounts transferred from the Reserve Fund for any lawful purpose of the City which will not adversely affect any current or past exclusion from gross income for federal income tax purposes of the interest on the Bonds, if and to the extent such interest is currently or has in the past been so excluded. Any amounts paid pursuant to any Reserve Facility will be deposited in the Reserve Fund. The moneys in the Reserve Fund and any Reserve Facility shall be held in trust by the Trustee and shall be used and disbursed only for the purposes and uses herein authorized.

The term “Reserve Fund Requirement” means, with respect to the Bonds, an amount equal to an amount equal to the least of: (i) maximum prospective annual Base Rental Payments with respect to Outstanding Bonds to be made by the City under the Facilities Sublease; (ii) 10% of the proceeds of the Bonds; or (iii) 125% of the average annual Base Rental Payments with respect to Outstanding Bonds to be made by the City under the Facilities Sublease. The Reserve Fund Requirement may be satisfied by crediting to the account established within the Reserve Fund for the Bonds a Reserve Facility.

***Application of Reserve Fund.*** Amounts on deposit in the Reserve Fund which were not derived from payments under any Reserve Facility credited to the Reserve Fund to satisfy a portion of the Reserve Fund Requirement may be used and withdrawn by the Trustee prior to using and withdrawing any amounts derived from payments under any such Reserve Facility. In order to accomplish such use and withdrawal of such amounts not derived from payments under any such Reserve Facility, the Trustee will, as and to the extent necessary, liquidate any investments purchased with such amounts. If and to the extent that, more than one Reserve Facility is credited to the Reserve Fund to satisfy a portion of the Reserve Fund Requirement, drawings thereunder, and repayment of expenses with respect thereto, will be made on a pro-rata basis (calculated by reference to the policy limits available thereunder).

If, on any Interest Payment Date, the amount on deposit in any account within the Interest Account is insufficient to pay the interest due with respect to the corresponding Series of Bonds on such Interest Payment Date, the Trustee will transfer from the corresponding account within the Reserve Fund and deposit in such account within the Interest Account an amount sufficient to make up such deficiency. If a Reserve Facility is credited to the Reserve Fund to satisfy a portion of the Reserve Fund Requirement, the Trustee will make a claim for payment under such Reserve Facility, in accordance with the provisions thereof, in an amount which, together with other available moneys in the Reserve Fund, will be sufficient to make said deposit in the Interest Account.

If, on any Principal Payment Date or any Mandatory Sinking Account Payment Date, the amount on deposit in any account within the Principal Account is insufficient to pay the principal due with respect to the corresponding Series of Bonds on such Principal Payment Date or Mandatory Sinking Account Payment Date, the Trustee will transfer from the corresponding account within the Reserve Fund and deposit in such account within the Principal Account an amount sufficient to make up such deficiency. If a Reserve Facility is credited to the Reserve Fund to satisfy a portion of the Reserve Fund Requirement, the Trustee will make a claim for payment under such Reserve Facility, in accordance with the provisions thereof, in an amount which, together with other available moneys in the Reserve Fund, will be sufficient to make said deposit in the Principal Account.

In the event of any withdrawal or transfer from the Reserve Fund, the Trustee will, within 5 days thereafter, provide written notice to the City of the amount and the date of such transfer. If there are no amounts currently due under any Reserve Facility and the sum of the amount on deposit in the Reserve Fund, plus the amount available under any Reserve Facilities, is reduced below the Reserve Fund Requirement, the first of Base Rental Payments thereafter received from the City under the Facilities Sublease and not needed to pay the interest and principal of the Bonds on the next Interest Payment Date, Principal Payment Date or Mandatory Sinking Account Payment Date will be used, first, to reinstate the amounts available under the Reserve Facilities that have been drawn upon and, second, to increase the amount on deposit in the Reserve Fund, so that the amount available under the Reserve Facilities, when added to the amount on deposit in the Reserve Fund, equals the Reserve Fund Requirement. In the event there are insufficient funds to remedy any deficiencies in all such accounts, moneys shall be deposited pro rata in each such account.

If at any time the balance in any account within the Reserve Fund is in excess of the Reserve Fund Requirement for such fund, the Trustee will transfer such excess to any other account within the Reserve Fund with a balance less than the Reserve Fund Requirement for such fund to make up such deficiency, and thereafter to the Revenue Fund.

At the termination of the Facilities Sublease in accordance with its terms, any balance remaining in the Reserve Fund will be released and may be transferred to such other fund or account of the City, or otherwise used by the City for any other lawful purposes, as the City may direct. For purposes of determining the amount on deposit in the Reserve Fund, all investments will annually be valued at the cost thereof (exclusive of accrued but unpaid interest, but inclusive of commissions). Except as provided in the Trust Agreement from Base Rental Payments not needed to pay the interest and principal of the Bonds, the City has no obligation to replenish the Reserve Fund.

### **Insurance**

The Facilities Sublease requires the City to maintain or cause to be maintained fire, lightning and special extended coverage insurance (which includes coverage for vandalism and malicious mischief, but need not include coverage for earthquake damage) on all improvements constituting any part of the Property in an amount equal to the greater of 100% of the replacement cost of such improvements or 100% of the outstanding principal amount of the Bonds. As an alternative to providing such insurance or any portion thereof, the City may provide a self-insurance method or plan of protection if and to the extent that such self-insurance method or plan of protection affords reasonable protection to the Authority, the Bond Holders and the Trustee, in light



of all circumstances, giving consideration to cost, availability and similar plans or methods of protection adopted by public entities in the State other than the City.

The Facilities Sublease requires the City to maintain rental interruption or use and occupancy insurance to cover loss, total or partial, of the rental income from or the use of the Property as the result of any of the hazards covered by the insurance described in the preceding paragraph, in an amount sufficient to pay the maximum annual Base Rental Payments for any two year period, except that such insurance may be subject to a deductible clause of not to exceed \$25,000. Any proceeds of such insurance will be used by the Trustee to reimburse to the City any rental theretofore paid by the City under the Facilities Sublease attributable to such structure for a period of time during which the payment of rental under the Facilities Sublease is abated, and any proceeds of such insurance not so used will be applied as provided in the Facilities Sublease (to the extent required for the payment of Base Rental Payments and Additional Payments). See the caption “—Abatement.”

The Facilities Sublease requires the City to maintain or cause to be maintained, throughout the term thereof, a standard commercial general liability insurance policy or policies in protection of the City, the Authority and their respective members, officers, agents and employees and the Trustee, with minimum liability limits of \$1,000,000 for personal injury or death of each person and \$3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of \$200,000 for damage to property resulting from each accident or event, and worker’s compensation insurance.

See the summary of the Facilities Sublease set forth in Appendix A for further information with respect to the insurance coverage required to be maintained by the City under the Facilities Sublease.

A description of insurance coverages maintained by the City is set forth under the caption “THE CITY—Risk Management.”

The Facilities Sublease also requires the City to provide, at its own expense, an ALTA leasehold owner’s title insurance policy or policies for the Property, in the aggregate amount of not less than the initial aggregate principal amount of the Bonds. Such insurance instrument, when issued, will name the Trustee as the insured, and will insure the leasehold estate of the Authority subject only to such exceptions as do not substantially interfere with the City’s right to use and occupy the Property and as will not result in an abatement of Base Rental Payments payable by the City under the Facilities Sublease.

## **BOND INSURANCE**

*The information under this caption has been prepared by AGM for inclusion in this Official Statement. None of the Authority, the City or the Underwriter has reviewed this information, nor do the Authority, the City or the Underwriter make any representation with respect to the accuracy or completeness thereof. The following information is not a complete summary of the terms of the Policy (as such term is defined below) and reference is made to Appendix G for a specimen of the Policy.*

### **Bond Insurance Policy**

Concurrently with the issuance of the Series 2015 Bonds, Assured Guaranty Municipal Corp. (“AGM”) will issue its Municipal Bond Insurance Policy for the Series 2015 Bonds (the “Policy”). The Policy guarantees the scheduled payment of principal of and interest on the Series 2015 Bonds when due as set forth in the form of the Policy included as Appendix G to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

### Assured Guaranty Municipal Corp.

AGM is a New York domiciled financial guaranty insurance company and an indirect subsidiary of Assured Guaranty Ltd. (“AGL”), a Bermuda-based holding company whose shares are publicly traded and are listed on the New York Stock Exchange under the symbol “AGO”. AGL, through its operating subsidiaries, provides credit enhancement products to the U.S. and global public finance, infrastructure and structured finance markets. Neither AGL nor any of its shareholders or affiliates, other than AGM, is obligated to pay any debts of AGM or any claims under any insurance policy issued by AGM.

AGM’s financial strength is rated “AA” (stable outlook) by Standard and Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business (“S&P”), “AA+” (stable outlook) by Kroll Bond Rating Agency, Inc. (“KBRA”) and “A2” (stable outlook) by Moody’s Investors Service, Inc. (“Moody’s”). Each rating of AGM should be evaluated independently. An explanation of the significance of the above ratings may be obtained from the applicable rating agency. The above ratings are not recommendations to buy, sell or hold any security, and such ratings are subject to revision or withdrawal at any time by the rating agencies, including withdrawal initiated at the request of AGM in its sole discretion. In addition, the rating agencies may at any time change AGM’s long-term rating outlooks or place such ratings on a watch list for possible downgrade in the near term. Any downward revision or withdrawal of any of the above ratings, the assignment of a negative outlook to such ratings or the placement of such ratings on a negative watch list may have an adverse effect on the market price of any security guaranteed by AGM. AGM only guarantees scheduled principal and scheduled interest payments payable by the issuer of bonds insured by AGM on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the relevant insurance policy), and does not guarantee the market price or liquidity of the securities it insures, nor does it guarantee that the ratings on such securities will not be revised or withdrawn.

**Current Financial Strength Ratings.** On June 29, 2015, S&P issued a credit rating report in which it affirmed AGM’s financial strength rating of “AA” (stable outlook). AGM can give no assurance as to any further ratings action that S&P may take.

On November 13, 2014, KBRA assigned an insurance financial strength rating of “AA+” (stable outlook) to AGM. AGM can give no assurance as to any further ratings action that KBRA may take.

On July 2, 2014, Moody’s issued a rating action report stating that it had affirmed AGM’s insurance financial strength rating of “A2” (stable outlook). On February 18, 2015, Moody’s published a credit opinion under its new financial guarantor ratings methodology maintaining its existing rating and outlook on AGM. AGM can give no assurance as to any further ratings action that Moody’s may take.

For more information regarding AGM’s financial strength ratings and the risks relating thereto, see AGL’s Annual Report on Form 10-K for the fiscal year ended December 31, 2014.

**Capitalization of AGM.** At June 30, 2015, AGM’s policyholders’ surplus and contingency reserve were approximately \$3,729 million and its net unearned premium reserve was approximately \$1,670 million. Such amounts represent the combined surplus, contingency reserve and net unearned premium reserve of AGM, AGM’s wholly owned subsidiary Assured Guaranty (Europe) Ltd. and 60.7% of AGM’s indirect subsidiary Municipal Assurance Corp.; each amount of surplus, contingency reserve and net unearned premium reserve for each company was determined in accordance with statutory accounting principles.

**Incorporation of Certain Documents by Reference.** Portions of the following documents filed by AGL with the Securities and Exchange Commission (the “SEC”) that relate to AGM are incorporated by reference into this Official Statement and shall be deemed to be a part hereof:

- (i) the Annual Report on Form 10-K for the fiscal year ended December 31, 2014 (filed by AGL with the SEC on February 26, 2015);

- (ii) the Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2015 (filed by AGL with the SEC on May 8, 2015); and
- (iii) the Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2015 (filed by AGL with the SEC on August 6, 2015).

All consolidated financial statements of AGM and all other information relating to AGM included in, or as exhibits to, documents filed by AGL with the SEC pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, excluding Current Reports or portions thereof “furnished” under Item 2.02 or Item 7.01 of Form 8-K, after the filing of the last document referred to above and before the termination of the offering of the Series 2015 Bonds shall be deemed incorporated by reference into this Official Statement and to be a part hereof from the respective dates of filing such documents. Copies of materials incorporated by reference are available over the internet at the SEC’s website at <http://www.sec.gov>, at AGL’s website at <http://www.assuredguaranty.com>, or will be provided upon request to Assured Guaranty Municipal Corp.: 31 West 52nd Street, New York, New York 10019, Attention: Communications Department (telephone (212) 974-0100). Except for the information referred to above, no information available on or through AGL’s website shall be deemed to be part of or incorporated in this Official Statement.

Any information regarding AGM included herein under the caption “BOND INSURANCE—Assured Guaranty Municipal Corp.” or included in a document incorporated by reference herein (collectively, the “AGM Information”) shall be modified or superseded to the extent that any subsequently included AGM Information (either directly or through incorporation by reference) modifies or supersedes such previously included AGM Information. Any AGM Information so modified or superseded shall not constitute a part of this Official Statement, except as so modified or superseded.

**Miscellaneous Matters.** AGM or one of its affiliates may purchase a portion of the Series 2015 Bonds or any uninsured bonds offered under this Official Statement and such purchases may constitute a significant proportion of the Series 2015 Bonds offered. AGM or such affiliate may hold such Series 2015 Bonds or uninsured bonds for investment or may sell or otherwise dispose of such Series 2015 Bonds or uninsured bonds at any time or from time to time.

AGM makes no representation regarding the Series 2015 Bonds or the advisability of investing in the Series 2015 Bonds. In addition, AGM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AGM supplied by AGM and presented under the caption “BOND INSURANCE.”

**SOURCES AND USES OF FUNDS**

The sources and uses of funds with respect to the Series 2015 Bonds are shown below.

<i>Sources</i> <sup>(1)</sup>	
Principal Amount of Series 2015 Bonds	\$
Plus/Less Net Original Issue Premium/Discount	_____
<b>Total Sources</b>	<b>\$</b> =====
<i>Uses</i> <sup>(1)</sup>	
Acquisition and Construction Fund	\$
Reserve Fund <sup>(2)</sup>	
Costs of Issuance <sup>(3)</sup>	_____
<b>Total Uses</b>	<b>\$</b> =====

- (1) Rounded to the nearest dollar.
- (2) Reflects premium for the Reserve Policy.
- (3) Includes certain fees of Bond Counsel, the Financial Advisor, S&P and the Trustee, Underwriter’s discount, premium for the Policy, printing costs and other miscellaneous costs of issuance.

**BASE RENTAL PAYMENT SCHEDULE**

The annual schedule of Base Rental Payments due with respect to the Series 2015 Bonds is set forth below.

<i>Period Ending June 30</i>	<i>Principal</i>	<i>Interest</i>	<i>Total</i>
2016	\$	\$	\$
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
<b>Total</b>	\$ _____	\$ _____	\$ _____

**THE FINANCING PLAN**

A portion of the proceeds of the Series 2015 Bonds is expected to be used to finance the Project, which consists of the installation of a new electrical substation and associated feeders at an estimated cost of approximately \$17,276,000. Project costs that are not financed from a portion of the proceeds of the Series 2015 Bonds will be funded from other available City moneys.

In addition to the improvement projects listed above, there are many other capital improvements listed in the City’s adopted capital improvement program for Fiscal Year 2015 (which lists potential improvements having an estimated cost of approximately \$57.8 million) that may be funded with Series 2015 Bond proceeds.

The City expects to comply with all governmental approval, public bidding and other permitting requirements for each component of the Project as required by law. The City presently expects to substantially complete all components of the Project by Fiscal Year 2019.

Attachment: Preliminary Official Statement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY

## THE PROPERTY

The Property constitutes the subject matter of the Facilities Lease and the Facilities Sublease. As of the date of issuance of the Series 2015 Bonds, the City holds title to the Property. Upon the issuance of the Series 2015 Bonds, the City will lease the Property to the Authority pursuant to the Facilities Lease and the Authority will sublease the Property back to the City pursuant to the Facilities Sublease. Base Rental Payments under the Facilities Sublease secure the Series 2015 Bonds. See the caption “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015 BONDS—Base Rental Payments.”

The Property consists of the City’s Conference and Recreation Center, which is located on Alessandro Boulevard, is an approximately 42,413 square foot municipal conference and banquet facility operated by the City. The Conference and Recreation Center includes an 8,200 square foot ballroom, the Grand Valley Ballroom. The Grand Valley Ballroom can accommodate groups of up to 400 people and includes a full kitchen, a reception patio, an outdoor banquet patio, a stage with two dressing rooms and a video and movie screen. Other facilities at the Conference and Recreation Center include two smaller meeting rooms. The Conference and Recreation Center hosts private events, community programs and public meetings. The facility also includes space for a childcare/daycare area, a gymnasium, two activity rooms and the office space for the City’s Parks and Community Services Department staff. The Conference and Recreation Center was constructed in 2005 and comprises approximately 18.64 acres. For purposes of the Facilities Sublease, the City has ascribed a value of approximately \$13,874,000 to the Conference and Recreation Center.



The City’s Parks and Community Services Department operates five facilities located at the various parks throughout the City, including Bethune Park, Woodland Park, the Conference and Recreation Center, a senior center, and two community centers, which facilities provide 79 youth programs, 88 senior programs and 31 adult programs serving an estimated 417,180 City youths and adults annually for baseball, softball, and soccer play. The Parks and Community Services Department also hosts activities for 38 school sites and assists the City’s nonprofit sports organizations in hosting regional and national sports tournaments, resulting in a positive economic impact to City businesses. The value that the City’s parks and recreation facilities bring to the local community has been repeatedly recognized. The Press-Enterprise newspaper previously rated the City “Number One in Riverside County for Family Recreation.” The City was the recipient of the 2005 California Parks and Recreation Society Award for “Facility Design and Park Planning” for the Conference and Recreation Center, and in 1997 the City earned the Southern California Municipal Athletic Federation’s “Gold Shield Award” for providing outstanding leadership. The City remains committed to sustained community participation and use of facilities throughout the City’s park system.

In connection with the issuance of the Series 2015 Bonds, the City will certify that the annual fair rental value of the Property is at least equal to the annual Base Rental Payments. The City makes no assurances regarding the ability to relet any component of the Property or the amount of rental income to be received in the event that any component of the Property is relet.

The table below summarizes certain attributes of the Property. No portion of the Property is currently encumbered by debt obligations other than the Series 2015 Bonds.

**CITY OF MORENO VALLEY  
DESCRIPTION OF LEASED ASSETS**

<i>Leased Asset</i>	<i>Description</i>	<i>Land Area</i> <sup>(1)</sup>	<i>Building Size</i> <sup>(1)</sup>	<i>Location</i>	<i>Asset Value</i> <sup>(1)(2)</sup>
Conference and Recreation Center	Municipal conference and banquet facility; includes 8,200 square foot ballroom with full kitchen, reception patio, outdoor banquet patio, stage with two dressing rooms and video and movie screen; meeting rooms; office space for City’s Parks and Recreation Department	18.64 acres	42,413 square feet	Alessandro Boulevard	\$13,874,000

<sup>(1)</sup> Figures are approximate.

<sup>(2)</sup> Such amount is greater than the principal amount of the Series 2015 Bonds.

The estimated market values of the components of the Property as set forth under are based upon existing conditions and reflect the opinion of the appraiser only. In connection with the issuance of the Series 2015 Bonds, the City will certify that the annual fair rental value of the Property is at least equal to the annual Base Rental Payments.

The City has the right to substitute or release all or a portion of the Property subject to certain conditions precedent. See the caption “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015 BONDS—Substitution, Addition and Removal of Property.”

**THE AUTHORITY**

The Authority is a public body duly organized and existing under the Joint Exercise of Powers Agreement, dated as of October 28, 1997 (the “JPA Agreement”), by and between the City and the Community Redevelopment Agency of the City of Moreno Valley (the “Agency”), and under the Constitution and laws of the State. The Authority was formed for the purpose of assisting the City in the financing and refinancing of public capital improvements by exercising the powers referred to in the JPA Agreement, including the power to issue bonds to pay the costs of public improvements. Neither the City nor the Agency is responsible for repayment of the obligations of the other. The members of the Board of Directors of the Authority are the members of the City Council of the City. The Authority has no employees and all staff work is done by City staff or by consultants to the Authority. The Authority has acted as a conduit issuer for the City for a variety of financings.

**THE CITY**

**General**

The City is located in western Riverside County (the “County”), approximately 66 miles east of Los Angeles and 100 miles north of San Diego, California. The City has a population of approximately 200,670 as of January 1, 2015 and covers approximately 51.5 square miles. The City was incorporated on December 3,

Attachment: Preliminary Official Statement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY

1984 and is a general law city operating under a council/manager form of government. Further information concerning the City is set forth below and in Appendix F.

The City had approximately 354 full and part-time employees as of June 30, 2015. City employees are represented by two labor unions and associations, the Moreno Valley City Employees Association (the “MVCEA”), which represents approximately 181 employees as of June 30, 2015 and the Moreno Valley Management Association (the “MVMA”), which represents approximately 76 employees as of June 30, 2015. Relations between the City and the MVCEA and MVMA are governed by memoranda of understanding that expire on June 30, 2017. A total of approximately 25 management and confidential employees are exempt from collective bargaining. Salaries for exempt employees are set by the City Council. The City has never experienced a strike, slowdown or work stoppage.

The City provides or contracts for many municipal services for its residents, including libraries, parks, recreation, street and storm drain maintenance and electric utility services. The City contracts with the Riverside County Sheriff’s Department for police services and with the County for fire protection services, which services are provided by the California Department of Forestry and Fire Protection. See the caption “THE PROPERTY” for detailed information with respect to City parks and the City’s Parks and Community Services Department.

### **Largest Employers**

The largest employer located in the City is the March Air Reserve Base, which currently employs approximately 8,500 employees, representing approximately 9.3% of the total City employment. March Air Reserve Base is the home to the Air Force Reserve Command’s 4th Air Force Headquarters and the 452nd Air Mobility Wing, the largest air mobility wing of the 4th Air Force. In addition to multiple units of the Air Force Reserve Command, the base supports the Air Mobility Command, Air Combat Command and Pacific Air Forces, and is home to units from the Army Reserve, Navy Reserve, Marine Corps Reserve, and the California Air National Guard.

Other large employers in the City include the Moreno Valley Unified School District, which currently employs approximately 3,442 employees, and the Riverside County Regional Medical Center, which currently employs approximately 2,987 employees. Based on its close proximity to the counties of Los Angeles, Orange and San Diego, the City serves as a regional logistics and major distribution hub for many large manufacturers and retail companies, including Skechers USA, Inc., Walgreen Company, Ross Dress for Less, Inc. and Harbor Freight Tools. Several large companies await completion of or have recently completed construction on distribution sites and fulfillment centers within the City limits, including e-retailer Amazon (NASDAQ symbol: AMZN), Deckers Outdoor Corporation (NASDAQ symbol: DECK), which designs, manufactures and markets Teva, UGG Australia, and other footwear brands, Procter & Gamble (NYSE symbol: PG), which manufactures and markets 23 brands of home and personal care products, including Tide detergent, Gillette shaving products, and Crest dental products, and Aldi, Inc., a European discount grocery retailer chain that has over 8,000 stores worldwide (including over 1,000 stores in the United States).

The table below sets forth the largest employers within the City as of June 30, 2015.



**CITY OF MORENO VALLEY  
LARGEST EMPLOYERS AS OF JUNE 30, 2015**

<i>Rank</i>	<i>Name of Business</i>	<i>Employees</i>	<i>Type of Business</i>
1.	March Air Reserve Base	8,500	Military Reserve Base
2.	Amazon.com Inc.	7,500	Retail Distribution
3.	Moreno Valley Unified School District	3,565	Public Schools
4.	Riverside County Regional Medical Center	3,000	County Hospital
5.	Ross Dress for Less/DD's Discounts	1,921	Retail Distribution
6.	Moreno Valley Mall	1,390	Retail Mall
7.	Procter & Gamble Co.	987	Retail Distribution
8.	Harbor Freight Tools	800	Retail Distribution
9.	Kaiser Permanente Community Hospital	772	Hospital
10.	iHerb, Inc.	750	Natural Supplements Distribution

Source: City.

### **Government and Administration**

The City operates under a council-manager form of government. The City Manager, appointed by the City Council, serves as the City's chief administrative officer and is responsible for overseeing the daily operations of City departments and efficient management of all City business. Functions of the City Manager's Office include coordination of the implementation of City Council policies and programs; providing overall direction to the departments that administer City programs and services; coordinating intergovernmental relations and legislative advocacy; and administration of the City's communications, media relations, and public information programs.

Michelle Dawson is the City Manager. Ms. Dawson was appointed City Manager in May 2013. Ms. Dawson is responsible for the administration of all municipal affairs, including implementation of City Council policy, State laws and City ordinances. Ms. Dawson has over 23 years of local government experience. She has worked at the City for over 14 years in a variety of leadership positions, including Assistant City Manager, Assistant to the City Manager and Senior Management Analyst in the Public Works Department, Animal Services Division and City Manager's Office. Ms. Dawson obtained her master's degree in public administration and bachelor's degree from California State University, San Bernardino.

Other key personnel responsible for management of the City include the Chief Financial Officer, the Treasury Operations Division Manager and the Public Works Director/City Engineer. In addition, the City Attorney provides legal services to the City and the Authority.

Richard Teichert is the Chief Financial Officer of the City. Mr. Teichert was appointed Chief Financial Officer in August 2010. Mr. Teichert previously served as Director of Finance/City Treasurer for the City between 1992 and 1997. Mr. Teichert has over 30 years of experience in municipal government and has held a wide variety of leadership positions in the area of municipal finance, operations, and administration. During his professional tenure, Mr. Teichert has served as Deputy Executive Director/Treasurer for the Sacramento Public Library Authority, which is a joint powers authority that oversees a 27-branch library system. He has also served as Chief Operations Officer for the Children and Families Commission of Orange County and served for over eight years as Deputy Director of Finance/Operations Director for the Orange County Transportation Authority. Mr. Teichert holds a bachelor's degree in business administration and accounting from California State University, Fullerton, and is a Certified Internal Auditor.

Brooke McKinney is the Treasury Operations Division Manager of the City. Mr. McKinney was appointed Treasury Operations Division Manager in April 2002. Mr. McKinney has over 30 years of experience in municipal government and has held a variety of management positions in finance and

administration of city and county government. Mr. McKinney has worked in a variety of management positions in the City's Finance Department over the past 13 years, including revenue officer, assistant treasurer and treasury operations manager. Prior to his tenure at the City, Mr. McKinney worked for over 17 years as the Hospital Fiscal Officer at the Riverside County Regional Medical Center. Mr. McKinney holds a bachelor's degree in business administration from The Master's College in Santa Clarita, California.

Ahmad R. Ansari is the Public Works Director of the City and City Engineer. Mr. Ansari was appointed Public Works Director and City Engineer in December 2011. Mr. Ansari has over 11 years of executive level experience, including 6 years as Public Works Director for the cities of Rialto and Perris. He also served the cities of Pomona and Burbank as Deputy Public Works Director and Senior Civil Engineer respectively. Mr. Ansari has a bachelor's degree in civil engineering with graduate studies in structural engineering from the University of Southern California. He has been a registered Civil Engineer in the State since 1994.

Steven Quintanilla, Esquire, a partner at Quintanilla & Associates, A Professional Corporation, is the Interim City Attorney. Mr. Quintanilla currently serves as City Attorney for the city of Desert Hot Springs. Prior to establishing his current law firm, Mr. Quintanilla was a partner at Green, deBortnowsky and Quintanilla, where he specialized in the practice of municipal law. Mr. Quintanilla has a bachelor's degree and juris doctorate from the University of California, Los Angeles.

### **Risk Management**

The City is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, injuries to employees and natural disasters. The City has established two self-insurance funds to finance uninsured risks of loss up to a maximum of \$300,000 for each workers' compensation claim and \$250,000 for each general liability claim. For workers' compensation, the City participates in the CSAC Excess Insurance Authority, a joint powers authority, for claims in excess of coverage provided by its internal funds up to the statutory requirements. For general liability, the City participates in the Public Entity Risk Management Authority ("PERMA"), a joint powers authority, for claims in excess of coverage provided by its internal funds up to \$50,000,000. Claims have not exceeded the City's insurance coverage in any of the last three years.

The City purchases all-risk, replacement cost value property insurance coverage through PERMA up to a maximum amount of \$100,000,000. All property and improvements at the Property are insured under the City's property insurance coverage. See the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015 BONDS—Insurance." The City does not carry earthquake coverage.

## **CITY FINANCIAL INFORMATION**

### **Accounting and Financial Reporting**

The City maintains its accounting records in accordance with Generally Accepted Accounting Principles and the standards established by the Governmental Accounting Standards Board ("GASB"). On a quarterly basis, a report is prepared for the City Council and City staff which reviews fiscal performance to date against the budget. Combined financial statements of the City and its component units are produced following the close of each Fiscal Year.

The City Council employs an independent certified public accountant who examines at least annually the financial statements of the City in accordance with generally accepted auditing standards, including tests of the accounting records and other auditing procedures as such accountant considers necessary. As soon as practicable, after the end of the Fiscal Year, a final audit and report is submitted by the independent accountant to the City Council.

The accounts of the City are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures, or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The General Fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund. It is expected that the Base Rental Payments will be paid for from amounts in the General Fund. Tables 1 through 4 below set forth certain historical and current Fiscal Year budget information for the General Fund. Information on the remaining governmental funds of the City as of June 30, 2014 is set forth in Appendix B.

### **General Economic Condition and Outlook of the City**

As of June 30, 2014, the General Fund had a year-end surplus (revenues in excess of expenditures) of \$7.7 million. This surplus was primarily due to actual revenues exceeding budgeted revenues and actual expenditures being below budgeted expenditures, in each case by approximately \$3.1 million. In particular, actual Fiscal Year 2014 property taxes, the General Fund's fourth largest revenue source, increased by approximately \$1.2 million (10.6%) over the Fiscal Year 2014 budgeted amount.

For Fiscal Year 2015, the amended General Fund operating budget projected revenues of \$83,655,319, which is approximately \$2.6 million (3.2%) above Fiscal Year 2014 actual revenues, and expenditures of \$79,996,304, an increase of approximately \$6.7 million (9.2%) over Fiscal Year 2014 actual expenditures. The City projects that sales taxes and utility users taxes will continue to grow in Fiscal Year 2015, increasing by approximately 1.5% and 3.5%, respectively, over the Fiscal Year 2014 amount.

See the caption “—Budget Procedure, Current Budget and Historical Budget Information” for a discussion of the adopted budget for Fiscal Year 2016.

### **Budget Procedure, Current Budget and Historical Budget Information**

The City currently operates on a two-year operating budget cycle. The current budget was approved on June 23, 2015 and will govern the period beginning on July 1, 2015 for Fiscal Years 2016 and 2017. The budget includes all funding sources of the City, including the General Fund, Community Services District and the Successor Agency of the former Redevelopment Agency. At such time as the City Manager determines, each department head must furnish to the City Manager an estimate of revenues and expenditures for the applicable department for the ensuing two Fiscal Years, detailed in such manner as may be prescribed by the City Manager. In preparing the proposed budget, the City Manager reviews the estimates, holds conferences regarding the estimates with the respective department heads, and revises the estimates as the City Manager deems advisable. In Fiscal Year 2014, the City Council provided direction to create a balanced budget beginning with the Fiscal Year 2014 and 2015 budget cycle and for all future years.

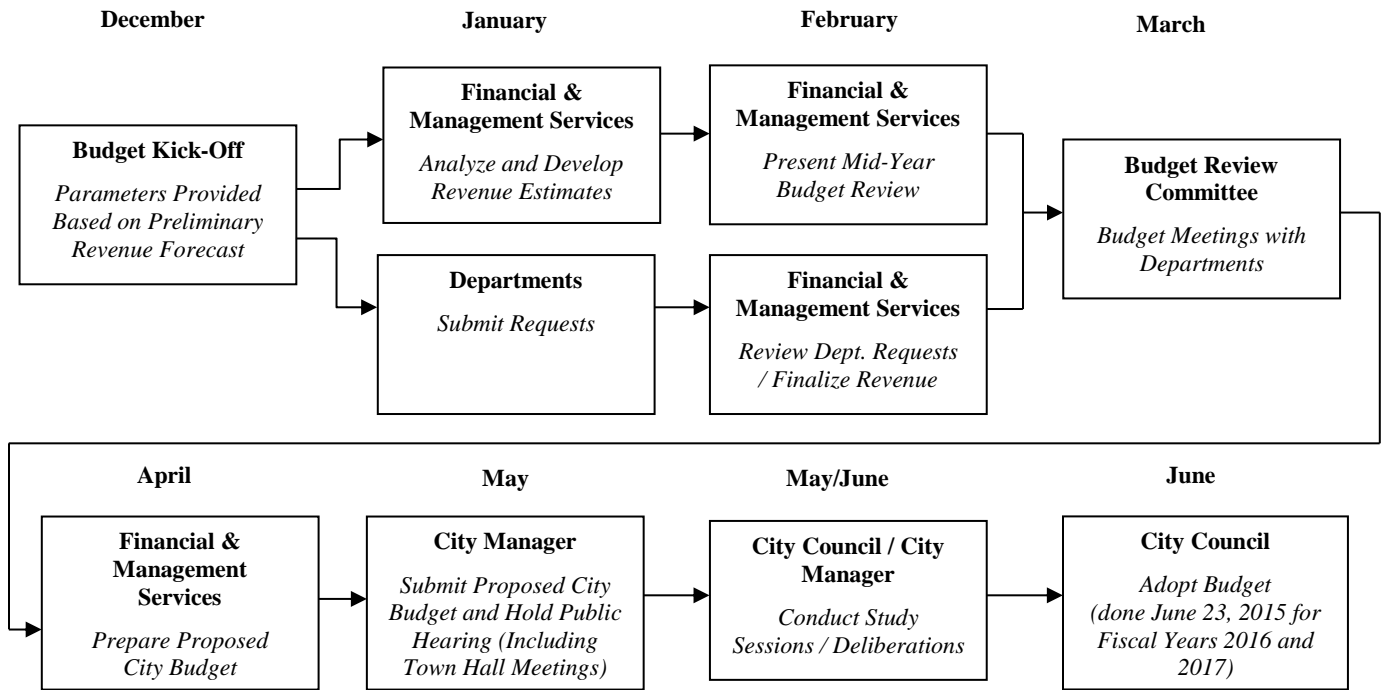
Prior to June 30 of every second Fiscal Year, the City Manager submits to the City Council a proposed budget for the two year period commencing the following July 1. The budget includes proposed expenditures and the means of financing them. Prior to June 30 of the applicable Fiscal Year, public hearings are conducted to obtain public comments and the budget is legally enacted through the passage of a resolution. The budget is subject to amended throughout the two year period to reflect actual financial performance.

From the effective date of the budget, the amounts stated as proposed expenditures become appropriated to the several departments, offices and agencies for the objects and purposes named. The City Manager is authorized to transfer budgeted amounts between line items within a department or activity, and between departments and programs within the same fund, provided that the total appropriation does not exceed the budgeted amount. All other transfers or amendments require City Council approval. The City Manager

and affected department heads are mutually responsible for controlling expenditures within budgeted appropriations. All appropriations lapse at the end of the Fiscal Year to the extent that they have not been expended or lawfully encumbered. At a public meeting after the adoption of the budget the City Council may amend or supplement the budget by motion adopted by three affirmative votes of members of the City Council. Following the end of the first Fiscal Year of the two-year budget cycle, the City Manager proposes interim changes, if any, to the City Council in July of such Fiscal Year.

A summary of the actions taken during the year-long budgetary process is set forth below:

### CITY OF MORENO VALLEY BUDGET PROCESS



Source: City.

The City conducts its annual financial audit between August and November each year, and such audit is typically approved by the City Council by December of such year. In recognition of its financial reporting excellence, the Government Finance Officers Association of the United States and Canada has awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for 16 consecutive years.

The City Council adopted a balanced budget for Fiscal Years 2016 and 2017 on June 23, 2015. The budget for all funds totals approximately \$183,481,000 for Fiscal Year 2016 and \$184,365,000 for Fiscal Year 2017 and the General Fund operating budget totals approximately \$91,885,401 for Fiscal Year 2016 and \$95,429,178 for Fiscal Year 2017. The Fiscal Year 2016 and 2017 General Fund operating budgets project an increase in revenues of approximately \$6.8 million (8.6%) and \$10.3 million (12.2%), respectively, over the Fiscal Year 2015 amended General Fund operating budget. Such increases are derived principally from increases in property tax revenues resulting from increased assessed valuations, increases in sales tax revenues and increased development activity within the City.

Based on unaudited actual Fiscal Year 2015 results, the City reports that the General Fund is on track to meet budgeted revenues and expenditures for Fiscal Year 2015.

Attachment: Preliminary Official Statement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY

Set forth in Table 1 are the General Fund budgets for Fiscal Years 2013, 2014 and 2015 and the audited General Fund results for Fiscal Years 2013 and 2014. During the course of each Fiscal Year, the budget is amended and revised as necessary by the City Council.

**TABLE 1  
CITY OF MORENO VALLEY  
GENERAL FUND BUDGETS AND RESULTS**

	<i>Amended Fiscal Year 2013 Budget</i>	<i>Fiscal Year 2013 Results</i>	<i>Adopted Fiscal Year 2014 Budget</i>	<i>Fiscal Year 2014 Results</i>	<i>Amended Fiscal Year 2015 Budget</i>
<b>Revenues</b>					
Property Taxes	\$ 9,900,000	\$ 9,765,007	\$ 9,647,100	\$ 10,668,782	\$ 11,083,551
Property Taxes in lieu	13,300,000	13,414,446	13,640,000	13,871,754	14,912,136
Utility Taxes <sup>(1)</sup>	16,060,000	15,683,931	16,114,000	15,595,141	15,912,000
Sales Taxes	13,800,000	14,043,560	15,570,000	15,887,129	17,638,770
Other Taxes	7,740,000	7,825,138	7,965,000	8,576,926	8,266,100
Licenses & Permits	1,531,800	1,585,312	1,514,000	2,164,753	1,519,200
Intergovernmental	235,000	260,691	265,000	311,509	260,000
Charges for Services	7,299,160	8,258,733	8,869,395	9,895,991	9,285,333
Use of Money & Property	3,296,300	1,071,418 <sup>(2)</sup>	2,688,000	2,836,595	3,516,825
Fines & Forfeitures	566,000	610,171	601,500	577,962	606,500
Miscellaneous	153,500	485,160	51,400	642,855 <sup>(3)</sup>	654,904
<b>Total Revenues</b>	<b>\$ 73,881,760</b>	<b>\$ 73,003,567</b>	<b>\$ 76,925,395</b>	<b>\$ 81,029,397</b>	<b>\$ 83,655,319</b>
<b>Expenditures</b>					
Personnel Services	\$ 14,104,173	\$ 11,370,282	\$ 13,382,123	\$ 13,943,077	\$ 15,645,774
Contractual Services	55,626,376	57,356,187	53,132,865	50,349,793	56,372,259
Materials & Supplies	886,128	1,450,276	1,152,571	923,151	2,710,797
Fixed Charges	6,447,496	8,099,428	6,791,974	7,955,737	5,219,274
Fixed Assets	150,897	38,573	125,000	114,137	48,200
<b>Total Expenditures</b>	<b>\$ 77,215,070</b>	<b>\$ 78,314,746</b>	<b>\$ 74,583,533</b>	<b>\$ 73,285,895</b>	<b>\$ 79,996,304</b>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>					
	\$ (3,333,310)	\$ (5,311,179)	\$ 2,340,862	\$ 7,743,502	\$ 3,659,015

<sup>(1)</sup> See the caption “—Utility Taxes.”

<sup>(2)</sup> Difference from Fiscal Year 2013 budgeted amount reflects a reduction in investment income of approximately \$1.1 million resulting from a mark-to-market entry required by GASB Statement No. 31 (“GASB 31”) and \$600,000 in interest on certain obligations payable by the former Community Redevelopment Agency of the City of Moreno Valley that was suspended as a result of the dissolution of redevelopment agencies. See the caption “STATE OF CALIFORNIA BUDGET INFORMATION—Redevelopment Dissolution.”

<sup>(3)</sup> Includes \$150,000 contribution from the Successor Agency. See the caption “STATE OF CALIFORNIA BUDGET INFORMATION—Redevelopment Dissolution.”

Sources: Adopted budgets of the City for Fiscal Years 2013, 2014 and 2015; audited financial statements of the City for Fiscal Years 2013 and 2014.

## Change in Fund Balance of the City General Fund

Set forth in Table 2 are the City's audited General Fund statements of revenues, expenditures and changes in fund balance for Fiscal Years 2011 through 2014 and the unaudited General Fund statement of revenues, expenditures and changes in fund balance for Fiscal Year 2015.

**TABLE 2**  
**CITY OF MORENO VALLEY**  
**GENERAL FUND STATEMENT OF**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

	<i>Fiscal Year Ending June 30,</i>				
	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>2014</i>	<i>2015<sup>(2)</sup></i>
<b>Revenues</b>					
Taxes					
Property Taxes	\$ 9,430,846	\$ 9,397,373	\$ 9,765,007	\$ 10,668,782	\$ 11,594,459
Property Taxes in lieu	13,055,796	13,170,964	13,414,446	13,871,754	15,137,754
Utility Taxes	15,317,439	15,591,386	15,683,931	15,595,141	16,138,202
Sales Taxes	11,283,435	14,003,993	14,043,560	15,887,129	16,130,340
Other Taxes	7,209,262	7,533,532	7,825,138	8,576,926	9,750,622
Licenses & Permits	1,532,514	1,523,800	1,585,312	2,164,753	2,020,231
Intergovernmental	895,366	398,193	260,691	311,509	414,553
Charges for Services	7,408,607	8,574,131	8,258,733	9,895,991	9,449,482
Use of Money & Property	3,886,420	4,004,511	1,071,418	2,836,595	2,214,460
Fines & Forfeitures	791,497	603,065	610,171	577,962	595,084
Miscellaneous <sup>(1)</sup>	<u>682,959</u>	<u>138,346</u>	<u>485,160</u>	<u>642,855</u>	<u>702,757</u>
<b>Total Revenues</b>	<u>\$71,494,141</u>	<u>\$74,939,294</u>	<u>\$73,003,567</u>	<u>\$81,029,397</u>	<u>\$ 84,147,944</u>
<b>Expenditures</b>					
Current					
General government	\$ 9,592,027	\$ 13,482,192	\$ 11,370,282	\$ 11,249,491	\$ 12,260,209
Public Safety	57,288,473	53,600,412	57,356,187	52,565,026	54,640,007
Community Development	4,235,300	6,482,658	7,143,586	5,344,292	5,719,757
Public Works	3,413,488	2,109,287	2,271,319	3,974,839	4,138,311
Capital Outlay	56,406	673,934	173,372	152,247	222,234
Debt Service					
Principal Retirements	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-
<b>Total Expenditures</b>	<u>\$74,585,694</u>	<u>\$76,348,483</u>	<u>\$78,314,746</u>	<u>\$73,285,895</u>	<u>\$ 76,980,518</u>
<b>Excess (Deficiency) of Revenues</b>					
<b>Over (Under) Expenditures</b>	<u>\$ (3,091,553)</u>	<u>\$ (1,409,189)</u>	<u>\$ (5,311,179)</u>	<u>\$ 7,743,502</u>	<u>\$ 7,167,426</u>
<b>Other Financing Sources (Uses)</b>					
Transfers In	\$ 773,051	\$ 539,656	\$ 588,370	\$ 1,013,421	\$ 346,293
Transfers Out	(2,605,518)	(4,028,932)	(2,370,220)	(2,575,373)	(4,693,392)
Refunding Bonds Issued	-	-	-	-	-
Refunding Bonds Issuance Cost	-	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<u>\$ (1,832,467)</u>	<u>\$ (3,489,276)</u>	<u>\$ (1,781,850)</u>	<u>\$ (1,561,952)</u>	<u>\$ (4,347,099)</u>
<b>Net Change in Fund Balances</b>	<u>\$ (4,924,020)</u>	<u>\$ (4,898,465)</u>	<u>\$ (7,093,029)</u>	<u>\$ 6,181,550</u>	<u>\$ 2,820,327</u>
<b>Fund Balances, Beginning of Year, as previously reported</b>	51,289,539	-	-	\$ 34,374,025	\$ 40,555,575
Restatements	-	-	-	-	-
<b>Fund Balances, Beginning of Year, as restated</b>	<u>51,289,539</u>	<u>46,365,519</u>	<u>41,467,054</u>	<u>-</u>	<u>40,555,575</u>
<b>Fund Balances, End of Year</b>	<u>\$46,365,519</u>	<u>\$41,467,054</u>	<u>\$34,374,025</u>	<u>\$40,555,575</u>	<u>\$ 43,375,902</u>

<sup>(1)</sup> Includes \$150,000 contribution from the Successor Agency. See the caption "STATE OF CALIFORNIA BUDGET INFORMATION—Redevelopment Dissolution."

<sup>(2)</sup> Reflects unaudited actual Fiscal Year 2015 results. Such amounts are subject to change.

Sources: Audited financial statements for Fiscal Years 2011 through 2014; City for Fiscal Year 2015.

## General Fund Balance Sheets of the City

Set forth in Table 3 are the City's audited General Fund balance sheets for Fiscal Years for Fiscal Years 2011 through 2014 and the unaudited General Fund balance sheet for Fiscal Year 2015.

**TABLE 3**  
**CITY OF MORENO VALLEY**  
**GENERAL FUND BALANCE SHEETS**

	<i>Fiscal Year Ending June 30,</i>				
	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>2014</i>	<i>2015<sup>(1)</sup></i>
<b>Assets</b>					
Pooled Cash and Investments	\$ 43,017,864	\$ 38,670,375	\$ 31,229,246	\$ 40,659,739	\$ 39,866,151
Receivables					
Accounts	4,309,476	3,159,916	2,278,299	2,427,060	2,679,279
Notes and Loans	-	-	-	-	-
Notes to Successor Agency	-	16,304,121	16,723,574	16,998,503	15,568,341
Interest	1,207,259	1,001,495	697,176	560,730	415,701
Prepaid Costs	12,060	56,017	-	-	-
Due from Other Governments	2,930,165	2,734,436	3,128,071	3,021,893	3,034,489
Due from Other Funds	6,729,900	3,585,358	7,647,285	2,807,492	5,030,850
Advances to Other Funds	34,272,786	51,700	-	3,772,000	4,196,000
Land Held for Resale	-	-	-	-	-
Restricted Assets					
Cash with Fiscal Agents	-	-	-	-	-
<b>Total Assets</b>	<u>\$ 92,479,510</u>	<u>\$ 65,563,418</u>	<u>\$ 61,703,651</u>	<u>\$ 70,247,417</u>	<u>\$ 70,790,811</u>
<b>Liabilities, Deferred Inflows of Resources and Fund Balances</b>					
<b>Liabilities</b>					
Accounts Payable	\$ 16,203,594	\$ 12,296,380	\$ 15,021,137	\$ 16,485,502	\$ 13,624,182
Accrued Liabilities	775,946	488,097	815,571	933,348	1,026,936
Deferred Revenues	28,833,723	10,973,533	-	-	-
Unearned Revenues	290,072	333,158	262,966	628,786	364,105
Deposits Payable	-	-	-	-	-
Due to Other Governments	10,656	5,196	4,032	6,119	249,634
Due to Other Funds	-	-	-	-	-
Advances from Other Funds	-	-	-	-	-
<b>Total Liabilities</b>	<u>\$ 46,113,991</u>	<u>\$ 24,096,364</u>	<u>\$ 16,103,706</u>	<u>\$ 18,053,755</u>	<u>\$ 15,264,857</u>
<b>Deferred Inflows of Resources</b>					
Unavailable Revenues	-	-	11,225,920	11,638,087	12,150,052
<b>Total Deferred Inflows of Resources</b>	-	-	11,225,920	11,638,087	12,150,052
<b>Fund Balances</b>					
<b>Nonspendable</b>					
Prepaid Costs	\$ 12,060	\$ 56,017	\$ -	\$ -	\$ -
Land Held for Resale	-	-	-	-	-
Notes and Loans	-	5,330,589	5,497,653	-	-
Notes to Successor Agency	-	-	-	5,360,415	4,192,275
Advances to Other Funds	5,703,948	51,700	-	3,772,000	4,196,000
Permanent Fund Principal	-	-	-	-	-
<b>Committed to</b>					
Revolving Line of Credit	2,600,000	2,600,000	2,600,000	2,600,000	2,111,000
Maintenance of Pedestrian Bridge	-	-	-	129,722	155,281
Scholarship Program	-	-	-	-	-
Outside Legal Services	-	-	101,000	-	-
<b>Assigned to</b>					
Capital Projects	-	-	61,641	-	-
Debt Service	-	1,000,000	-	-	-
Continuing Appropriations	68,700	458,283	17,770	534,245	620,683
GASB 31	346,160	2,155,654	567,187	622,748	494,501
Future Debt Service	1,000,000	-	-	-	-
Unassigned	36,634,651	29,814,811	25,528,774	27,536,445	31,606,162
<b>Total Fund Balances</b>	<u>\$ 46,365,519</u>	<u>\$ 41,467,054</u>	<u>\$ 34,374,025</u>	<u>\$ 40,555,575</u>	<u>\$ 43,375,902</u>
<b>Total Liabilities, Deferred Inflows of Resources and Fund Balances</b>	<u>\$ 92,479,510</u>	<u>\$ 65,563,418</u>	<u>\$ 61,703,651</u>	<u>\$ 70,247,417</u>	<u>\$ 70,790,811</u>

<sup>(1)</sup> Reflects unaudited actual Fiscal Year 2015 results. Such amounts are subject to change.

Sources: Audited financial statements for Fiscal Years 2011 through 2014; City for Fiscal Year 2015.

## Property Taxes

Property tax receipts of \$11,594,459 provided the fourth largest tax revenue source of the City in Fiscal Year 2015, contributing approximately 16.9% of General Fund tax revenues and approximately 13.8% of total General Fund revenues during Fiscal Year 2015. Property in the State which is subject to *ad valorem* taxes is classified as “secured” or “unsecured.” The secured classification includes property on which any property tax levied by a county becomes a lien on that property. A tax levied on unsecured property does not become a lien against the taxed unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens, arising pursuant to State law, on the secured property, regardless of the time of the creation of other liens. The valuation of property is determined as of January 1 each year, and installments of taxes levied upon secured property become delinquent on the following December 10th and April 10th of the subsequent calendar year. Taxes on unsecured property are due July 1 and become delinquent August 31.

Secured and unsecured properties are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property. The exclusive means of forcing the payment of delinquent taxes with respect to property on the secured roll is the sale of the property securing the taxes of the State for the amount of taxes that are delinquent. The taxing authority has four methods of collecting unsecured personal property taxes: (1) filing a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for recording in the county recorder’s office in order to obtain a lien on certain property of the taxpayer; and (4) seizing and selling personal property, improvements or possessory interests belonging or taxable to the assessee.

A 10% penalty is added to delinquent taxes which have been levied with respect to property on the secured roll. In addition, beginning on the July 1 following a delinquency, interest begins accruing at the rate of 1.5% per month on the amount delinquent. Such property may thereafter be redeemed by the payment of the delinquent taxes and the 10% penalty, plus interest at the rate of 1.5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the county tax collector. A 10% penalty also applies to the delinquent taxes or property on the unsecured roll, and further, an additional penalty of 1.5% per month accrues with respect to such taxes beginning on the varying dates related to the tax billing date.

Legislation enacted in 1984 (Section 25 *et seq.* of the California Revenue and Taxation Code), provides for the supplemental assignment and taxation of property as of the occurrence of a change in ownership or completion of new construction. Previously, statutes enabled the assessment of such changes only as of the next tax lien date following the change and thus delayed the realization of increased property taxes from the new assessment for up to 14 months. Collection of taxes based on supplemental assessments occurs throughout the year. Taxes due are prorated according to the amount of time remaining in the tax year, with the exception of tax bills dated January 1 through May 31, which are calculated on the basis of the remainder of the current Fiscal Year and the full 12 months of the next Fiscal Year.

For a number of years, the State Legislature has shifted property taxes from cities, counties and special districts to the Educational Revenue Augmentation Fund (“ERAF”). In Fiscal Years 1993 and 1994, in response to serious budgetary shortfalls, the State Legislature and administration permanently redirected over \$3 billion of property taxes from cities, counties, and special districts to schools and community college districts pursuant to ERAF shifts. The Fiscal Year 2005 State Budget included an additional \$1.3 billion shift of property taxes from certain local agencies, including the City, in Fiscal Years 2005 and 2006.

On November 2, 2004, State voters approved Proposition 1A, which amended the State Constitution to significantly reduce the State’s authority over major local government revenue sources. Under Proposition 1A, the State may not: (i) reduce local sales tax rates or alter the method of allocating the revenue generated by



such taxes; (ii) shift property taxes from local governments to schools or community colleges; (iii) change how property tax revenues are shared among local governments without two-thirds approval of both houses of the State Legislature; or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Beginning in Fiscal Year 2009, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (a) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State; and (b) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county.

On July 27, 2009, the Governor signed a revised Fiscal Year 2010 State budget that included an ERAF shift of approximately 8% of 1% *ad valorem* property tax revenues from certain local agencies, including the City. The City participated in the State of California Proposition 1A Receivables Program to securitize its receivable from the State, and, as a result, received the shifted funds in the amount of \$1,307,713, without interest, in two installments in 2010 from the California Statewide Communities Development Authority.

Set forth in Table 4 are the secured and unsecured assessed valuations for property in the City for the Fiscal Years 2011 through 2015.

**TABLE 4**  
**CITY OF MORENO VALLEY**  
**ASSESSED VALUATION HISTORY<sup>(1)</sup>**

<i>Fiscal Year</i>	<i>Secured Value</i>	<i>Unsecured Value</i>	<i>Total Assessed Value</i>	<i>Less Exemptions</i>	<i>Taxable Assessed Value</i>	<i>Direct Tax Rate</i>
2011	\$10,516,338,000	\$238,786,000	\$10,755,124,000	\$(227,178,000)	\$10,527,946,000	0.00164
2012	10,561,585,000	271,336,000	10,832,921,000	(236,235,000)	10,596,686,000	0.00258
2013	10,646,415,000	342,094,000	10,988,509,000	(249,331,000)	10,739,178,000	0.00183
2014	11,042,637,000	352,337,000	11,394,974,000	(264,161,000)	11,130,813,000	0.00185
2015	12,102,252,000	366,400,000	12,468,652,000	(262,713,000)	12,205,939,000	0.00179

<sup>(1)</sup> Figures have been rounded to the nearest thousand dollars.

Sources: Audited financial statements for Fiscal Year 2014; County Assessor's Office.

Set forth in Table 5 are property tax collections and delinquencies in the City as of June 30 for Fiscal Years 2010 through 2014, the latest period for which such information is available. Although the County has not formally adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (known as the Teeter Plan), as provided for in Section 4701 *et seq.* of the Revenue and Taxation Code of the State, under a longstanding County policy, the County Auditor-Controller distributes 100% of tax increment revenues allocated to each city in the County without regard to delinquencies in the payment of property taxes. As a result of this allocation method, the City receives no adjustments for redemption payments on delinquent collections. The City does receive supplemental taxes. There can be no assurance that the County Auditor-Controller will not change its policies with respect to delinquencies in property tax payments in the future.

**TABLE 5**  
**CITY OF MORENO VALLEY**  
**PROPERTY TAX LEVIES AND COLLECTIONS**

<i>Fiscal Year</i>	<i>Total Tax Levy</i>	<i>Collections within the Fiscal Year of Levy</i>	<i>Percent of Levy Collected within the Fiscal Year of Levy</i>	<i>Collections in Subsequent Years</i>	<i>Percent of Levy Collected to Date</i>
2010	\$35,573,656	\$35,492,693	99.77%	\$80,963	100.00%
2011	33,713,334	33,658,226	99.84	55,108	100.00
2012	33,226,437	33,172,713	99.84	53,724	100.00
2013	25,630,602	25,580,901	99.81	49,701	100.00
2014	26,906,254	26,862,040	99.84	44,214	100.00

Source: City.

The ten largest taxpayers in the City as shown on the Fiscal Year 2015 tax roll, the assessed valuation and the percentage of the City's total property tax revenues attributable to each are set forth in Table 6.

**TABLE 6**  
**CITY OF MORENO VALLEY**  
**TEN LARGEST TAXPAYERS**

	<i>Property Owner</i>	<i>Fiscal Year 2015 Assessed Valuation</i>	<i>% of Total<sup>(1)</sup></i>
1.	HF Logistics SKX T1 (Sketchers)	\$ 206,076,264	1.69%
2.	Ross Dress for Less, Inc.	136,318,771	1.12
3.	Walgreen Company	118,966,213	0.97
4.	IIT Inland Empire Logistics Center	118,635,616	0.97
5.	Stonegate 552	82,989,303	0.68
6.	First Industrial LP	81,229,404	0.67
7.	Kaiser Foundation Hospitals	80,446,780	0.66
8.	Broadstone at Valley View	77,000,000	0.63
9.	2250 Town Circle Holdings	73,374,738	0.60
10.	I215 Logistics	<u>56,220,375</u>	<u>0.46</u>
	<b>TOTAL</b>	<b>\$1,031,257,464</b>	<b>8.45%</b>

<sup>(1)</sup> Fiscal Year 2015 Taxable Assessed Value: \$12,205,939,000.

Source: City.

### Sales Taxes

Sales tax receipts of \$16,130,340 provided the second largest tax revenue source for the City in Fiscal Year 2015, contributing approximately 23.4% of General Fund tax revenues and approximately 19.2% of total

General Fund revenues during Fiscal Year 2015. Automobile sales at the Moreno Valley Auto Mall and retail sales at the Moreno Valley Mall at Towngate contribute significantly to such receipts.

A sales tax is imposed on retail sales or consumption of personal property and collected and distributed by the State Board of Equalization. The basic sales tax rate is established by the State Legislature, and local overrides may be approved by voters. The current sales tax rate in the City is 8%.

On March 2, 2004, voters approved a bond initiative formally known as the “California Economic Recovery Act.” This act authorized the issuance of \$15 billion of Economic Recovery Bonds to finance ongoing State budget deficits, which are payable from a fund established by the redirection of tax revenues known as the “Triple Flip.” The State issued \$11.3 billion of Economic Recovery Bonds prior to June 30, 2004. Under the “Triple Flip,” one-quarter of local governments’ 1% share of the sales tax imposed on taxable transactions within their jurisdiction is being redirected to the State. In an effort to eliminate the adverse impact of the sales tax revenue redirection on local government, State legislation provides for certain property taxes to be redirected to local government. Because these property tax moneys were previously earmarked for schools, the legislation provides for schools to receive other State general fund revenues. It is expected that the swap of sales taxes for property taxes will terminate once the Economic Recovery Bonds are repaid, which is currently expected to occur in the first quarter of Fiscal Year 2016. See the caption “STATE OF CALIFORNIA BUDGET INFORMATION.”

Additional information relating to sales tax receipts by the City is set forth in Appendix F.

### **Utility Taxes**

Utility taxes of \$16,138,202 provided the largest tax revenue source for the City in Fiscal Year 2015, contributing approximately 23.5% of General Fund tax revenues and approximately 19.2% of total General Fund revenues during Fiscal Year 2015. The utility tax is imposed upon utility users in the City, including users of electricity, gas, telephone, mobile telephone and water services, at the rate of 5.75%. Exemptions are available for low-income residents. Proceeds of the utility tax are used to fund police, fire, library, school crossing guard, animal control, code enforcement and street maintenance programs and other activities funded by the General Fund.

In July 2015, the City was made aware of an effort by a taxpayer advocacy group to place a measure on the ballot to repeal the City’s utility tax. The action is part of a larger Statewide effort affecting approximately 60 municipalities with similar utility taxes. In order to place such a measure on the ballot, a petition must be signed by 10% (or approximately 7,600) of the registered voters in the City, and in order for the measure to be adopted, it must be approved by a majority of citizens voting thereon. There can be no assurance as to whether the requisite number of signatures will be gathered, or the timing thereof, nor can there be any assurance as to whether the measure will ultimately be adopted.

### **Other Taxes**

Other taxes of \$9,750,622 collected by the City in Fiscal Year 2015, including but not limited to transient occupancy taxes, business licenses, franchise fees and property transfer taxes, provided approximately 14.2% of General Fund tax revenues and 11.6% of total General Fund revenues during Fiscal Year 2015.

### **Services**

Fees of \$9,449,482 collected for services provided by the City in Fiscal Year 2015, including but not limited to fees for plan checks and other planning services, issuance of building permits, police services, paramedic services, public works projects and parks and recreation programs, provided approximately 11.2% of General Fund revenues during Fiscal Year 2015.

## State of California Motor Vehicle In-Lieu Payments

The State imposes a Vehicle License Fee (the “VLF”), which is the portion of the fees paid in lieu of personal property taxes on a vehicle. The VLF is based on vehicle value and declines as the vehicle ages. Prior to the adoption of the Fiscal Year 2005 State Budget, the VLF was 2% of the value of a vehicle. Through legislation in prior Fiscal Years, the State enacted VLF reductions under which the State was required to “backfill” local governments for their revenue losses resulting from the lowered fee. The Fiscal Year 2005 State Budget permanently reduced the VLF from 2% to 0.65% of the value of a vehicle and deleted the requirement for backfill payments, providing instead that the amount of the backfill requirement will be met by an increase in the property tax allocation to cities and counties. See the caption “STATE OF CALIFORNIA BUDGET INFORMATION.”

As set forth in Table 7 below, for Fiscal Year 2015, the City received \$15,137,754 in total VLF revenues, all of which was distributed from property tax receipts.

**TABLE 7**  
**CITY OF MORENO VALLEY**  
**STATE OF CALIFORNIA MOTOR VEHICLE IN-LIEU PAYMENTS**

<i>Source</i>	<i>Fiscal Year</i>				
	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>2014</i>	<i>2015</i>
Motor Vehicle In-Lieu Payments	\$13,055,796	\$13,170,964	\$13,414,446	\$13,871,754	\$15,137,754

Source: City.

### Indebtedness

#### *General Fund-Supported Debt.*

*2007 Bonds.* In 2007, the Moreno Valley Public Financing Authority (the “Authority”) issued its 2007 Taxable Lease Revenue Bonds (the “2007 Bonds”) to finance certain capital improvements of the City and the Electric Utility. The 2007 Bonds mature on May 1, 2038 and bear interest at rates varying from 5.084% to 5.75% per annum. The 2007 Bonds are payable from rental payments payable from the City to the Authority under a Lease Agreement, dated as of April 1, 2007 (the “2007 Lease”), by and between the City and the Authority. The leased assets under the 2007 Lease consist of an electrical substation and electric distribution infrastructure (including conduit, wiring, meters, capacitors, transformers, switches, electrical meters, high and low voltage cable, streetlights, interconnection cabinets and other miscellaneous structures and improvements). As of June 30, 2014, the 2007 Bonds were outstanding in the aggregate principal amount of \$23,615,000.

The City has covenanted in the 2007 Lease to budget and appropriate moneys annually for the lease payments payable thereunder from legally available funds, including the General Fund, on a basis that is substantially similar to the Facilities Sublease in connection with the Series 2015 Bonds.

*2011 Private Placement Obligation – City Hall Refunding.* In 2011, the City and the Authority entered into a lease arrangement (the “2011 Private Placement Obligation – City Hall Refunding”) pursuant to which: (i) the City leased a corporate yard and a senior center to the Authority in exchange for a lump sum payment; and (ii) the Authority subleased such property back to the City in exchange for lease payments payable through November 1, 2016. Proceeds of the 2011 Private Placement Obligation – City Hall Refunding were applied to refund certain prior obligations of the City entered into in 1997. The lease payments bear interest at the rate of 2.92%. As of June 30, 2014, the 2011 Private Placement Obligation – City Hall Refunding was outstanding in the principal amount of \$2,261,500.

The City has covenanted in the 2011 Private Placement Obligation – City Hall Refunding to budget and appropriate moneys annually for the lease payments payable thereunder from legally available funds, including the General Fund, on a basis that is substantially similar to the Facilities Sublease in connection with the Series 2015 Bonds.

*2011 Private Placement Obligation – Lease Revenue Refunding.* In 2011, the City and the Authority entered into a lease arrangement (the “2011 Private Placement Obligation – Lease Revenue Refunding”) pursuant to which: (i) the City leased Fire Station No. 65 and the City Hall Annex to the Authority in exchange for a lump sum payment; and (ii) the Authority subleased such property back to the City in exchange for lease payments payable through November 1, 2022. Proceeds of the 2011 Private Placement Obligation – Lease Revenue Refunding were applied to refund certain prior obligations of the City entered into in 1997. The lease payments bear interest at the rates ranging from 5.2% to 5.5%. As of June 30, 2014, the 2011 Private Placement Obligation – Lease Revenue Refunding was outstanding in the principal amount of \$2,555,000.

The City has covenanted in the 2011 Private Placement Obligation – Lease Revenue Refunding to budget and appropriate moneys annually for the lease payments payable thereunder from legally available funds, including the General Fund, on a basis that is substantially similar to the Facilities Sublease in connection with the Series 2015 Bonds.

*2013 Bonds.* In 2013, the Authority issued its Lease Revenue Refunding Bonds Series 2013 (the “2013 Bonds”) to refinance certain capital improvements of the City and the Electric Utility. The 2013 Bonds mature on November 1, 2022 and bear interest at rates varying from 1% to 5% per annum. The 2013 Bonds are payable from rental payments payable from the City to the Authority under a Master Facilities Sublease, dated as of December 1, 2013 (the “2013 Sublease”), by and between the City and the Authority. The leased assets under the 2013 Sublease include City Hall, the City’s Public Safety Building/Emergency Operations Center, Morrison Park Fire Station No. 99, Sunnymead Park, Woodland Park and John F. Kennedy Veterans Memorial Park. As of June 30, 2014, the 2013 Bonds were outstanding in the aggregate principal amount of \$11,695,000.

The City has covenanted in the 2013 Sublease to budget and appropriate moneys annually for the lease payments payable thereunder from legally available funds, including the General Fund, on a basis that is substantially similar to the Facilities Sublease in connection with the Series 2015 Bonds.

*2014 Bonds.* In November 2014, the Authority issued its Lease Revenue Refunding Bonds Series 2014 (the “2014 Bonds”) to refinance certain capital improvements of the City and the Electric Utility. The 2014 Bonds mature on November 1, 2035 and bear interest at rates varying from 2% to 5% per annum. The 2014 Bonds are payable from rental payments by the City to the Authority under the 2013 Sublease. The leased assets under the 2013 Sublease include City Hall, the City’s Public Safety Building/Emergency Operations Center, Morrison Park Fire Station No. 99, Sunnymead Park, Woodland Park and John F. Kennedy Veterans Memorial Park. As of their date of issuance, the 2014 Bonds were outstanding in the aggregate principal amount of \$25,325,000.

The City has covenanted in the 2013 Sublease to budget and appropriate moneys annually for the lease payments payable thereunder from legally available funds, including the General Fund, on a basis that is substantially similar to the Facilities Sublease in connection with the Series 2015 Bonds.

***Other Long Term Debt.*** As of June 30, 2014, the City had \$20,000,000 aggregate principal amount of obligations under a 2013 Installment Sale Agreement, dated as of August 1, 2013 (the “2013 ISA”), by and between the City and the California Statewide Communities Development Authority. The 2013 ISA is payable from proceeds of a retail transactions and use tax imposed by the County.

***Short-Term Debt.*** The City currently has no short-term debt outstanding.

***Estimated Direct and Overlapping Bonded Debt.*** The estimated direct and overlapping bonded debt of the City as of June 30, 2015 is set forth in Table 8. The information in Table 8 has been derived from data assembled and reported to the City by California Municipal Statistics, Inc. None of the City, the Authority or the Underwriter has independently verified the information in Table 8 and the City, the Authority and the Underwriter do not guarantee its accuracy.

Attachment: Preliminary Official Statement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY

**TABLE 8  
CITY OF MORENO VALLEY  
ESTIMATED DIRECT AND OVERLAPPING BONDED DEBT AS OF JUNE 30, 2015**

Fiscal Year 2014-15 Assessed Valuation: \$12,199,658,731

	<i><b>Total Debt 6/30/15</b></i>	<i><b>% Applicable<sup>(1)</sup></b></i>	<i><b>City's Share of Debt 6/30/15</b></i>
<b>OVERLAPPING TAX AND ASSESSMENT DEBT:</b>			
Metropolitan Water District	\$ 110,420,000	0.526%	\$ 580,809
Eastern Municipal Water District, I.D. No. U-22	2,624,000	100.000	2,624,000
Riverside City Community College District	227,097,323	14.576	33,101,706
Mount San Jacinto Community College District	70,000,000	0.014	9,800
Moreno Valley Unified School District	136,588,521	84.244	115,067,634
San Jacinto Unified School District	42,604,103	0.424	180,641
Val Verde Unified School District	109,531,488	37.704	41,297,752
Moreno Valley Unified School District Community Facilities District No. 2002-1	7,535,000	100.000	7,535,000
Moreno Valley Unified School District Community Facilities District No. 2003-1 & 2	11,070,000	100.000	11,070,000
Moreno Valley Unified School District Community Facilities District No. 2004-1	2,960,000	100.000	2,960,000
Moreno Valley Unified School District Community Facilities District No. 2004-2	5,225,000	100.000	5,225,000
Moreno Valley Unified School District Community Facilities District No. 2004-3	3,820,000	100.000	3,820,000
Moreno Valley Unified School District Community Facilities District No. 2004-5	4,770,000	100.000	4,770,000
Moreno Valley Unified School District Community Facilities District No. 2004-6	26,220,000	100.000	26,220,000
Moreno Valley Unified School District Community Facilities District No. 2005-2, 3 & 5	23,570,000	100.000	23,570,000
Moreno Valley Unified School District Community Facilities District No. 2007-1	5,195,000	100.000	5,195,000
Val Verde Unified School District Community Facilities District No. 98-1	18,845,000	100.000	18,845,000
Val Verde Unified School District Community Facilities District No. 2003-2	2,910,000	100.000	2,910,000
Eastern Municipal Water District Community Facilities Districts	12,725,000	100.000	12,725,000
City of Moreno Valley Community Facilities District No. 5	5,670,000	100.000	5,670,000
City of Moreno Valley Community Facilities District No. 87-1, I.A. No. 1	2,605,000	100.000	2,605,000
<b>TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT</b>			<b>\$ 325,982,342</b>
<b>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</b>			
Riverside County General Fund Obligations	\$ 961,952,082	5.404%	\$ 51,983,891
Riverside County Pension Obligations	320,470,000	5.404	17,318,199
Riverside County Board of Education Certificates of Participation	1,835,000	5.404	99,163
Moreno Valley Unified School District Certificates of Participation	12,475,000	84.244	10,509,439
San Jacinto Unified School District Certificates of Participation	40,270,000	0.424	170,745
Val Verde Unified School District Certificates of Participation	71,445,000	37.704	26,937,623
<b>City of Moreno Valley General Fund Obligations</b>	<b>63,288,500</b>	<b>100.000</b>	<b>63,288,500</b>
<b>TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT</b>			<b>\$ 170,307,560</b>
Less: Riverside County self-supporting obligations			408,813
<b>TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT</b>			<b>\$ 169,898,747</b>
<b>OVERLAPPING TAX INCREMENT DEBT (Successor Agencies):</b>	<b>\$ 79,130,000</b>	<b>31.234-100.000%</b>	<b>\$ 57,503,093</b>
<b>TOTAL DIRECT DEBT</b>			<b>\$ 63,288,500</b>
<b>TOTAL GROSS OVERLAPPING DEBT</b>			<b>\$ 490,504,495</b>
<b>TOTAL NET OVERLAPPING DEBT</b>			<b>\$ 490,095,682</b>
<b>GROSS COMBINED TOTAL DEBT</b>			<b>\$ 553,792,995<sup>(2)</sup></b>
<b>NET COMBINED TOTAL DEBT</b>			<b>\$ 553,384,182</b>
<b>Ratios to Fiscal Year 2014-15 Assessed Valuation:</b>			
Total Overlapping Tax and Assessment Debt.....	2.67%		
<b>Total Direct Debt (\$63,288,500).....</b>	<b>0.52%</b>		
Gross Combined Total Debt.....	4.54%		
Net Combined Total Debt.....	4.54%		
<b>Ratios to Redevelopment Successor Agencies Incremental Valuation (\$2,319,499,377):</b>			
Total Overlapping Tax Increment Debt.....	2.48%		

(1) The percentage of overlapping debt applicable to the City is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of each overlapping district's assessed value that is within the boundaries of the City divided by such district's total taxable assessed value.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

## Retirement Contributions

*This caption contains certain information relating to the California Public Employees Retirement System (“CalPERS”). The information is primarily derived from information produced by CalPERS, its independent accountants and actuaries. The City and the Authority have not independently verified the information provided by CalPERS and make no representations nor express any opinion as to the accuracy of the information provided by CalPERS.*

*The comprehensive annual financial reports of CalPERS are available on its Internet website at [www.calpers.ca.gov](http://www.calpers.ca.gov). The CalPERS website also contains CalPERS’ most recent actuarial valuation reports and other information concerning benefits and other matters. Such information is not incorporated by reference herein. Neither the City nor the Authority can guarantee the accuracy of such information. Actuarial assessments are forward-looking statements that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future. Actuarial assessments will change with the future experience of the pension plans.*

**Summary of Plans.** The City contributes to CalPERS, an agent multiple-employer public employee defined benefit pension plan, on behalf of 331 total City employees who participate in the City’s Miscellaneous Plan. CalPERS provides retirement, disability and death benefits to plan members and beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities within the State, including the City.

Required employer and employee contributions are determined from rates established by CalPERS based upon various actuarial assumptions which are revised annually. The City currently funds the normal pension costs, which are determined by CalPERS using the Entry Age Normal Actuarial Cost Method, as well as an amortization of the City’s unfunded actuarial liability. For Fiscal Years 2014 and 2015, the City’s contributions to the CalPERS plan were \$4,267,872 and \$4,638,567 (estimated), respectively, which were equal to the respective annual required contributions (each, an “ARC”) of the City. The contribution rates for Fiscal Year 2016 have been established at 24.859% of annual covered payroll.

Participants in the City’s CalPERS plan are required to contribute 8% of their annual covered salary for employee member contributions. The City pays the employee member contributions required of Miscellaneous Plan participants hired prior to July 1, 2009 on their behalf and for their account. The City does not pay any portion of the contributions required of Miscellaneous Plan participants hired on or after July 1, 2009 on their behalf; such employees are required to make 100% of their required Miscellaneous Plan contribution of: (i) 8% (for employees hired between July 1, 2009 and December 22, 2011); (ii) 7% (for employees hired between December 23, 2011 and December 31, 2012); or (iii) 6.25% (for employees hired on or after January 1, 2013).

Employees hired on or after January 1, 2013 who meet the definition of a “New CalPERS Member” are subject to the California Public Employees’ Pension Reform Act of 2013 (“AB 340”), which was signed by the State Governor on September 12, 2012. AB 340 established a new pension tier (2% at 62 formula) with a maximum benefit formula of 2.5% at age 67. Benefits for such participants are calculated on the highest average annual compensation over a consecutive 36 month period. Employees are required to pay at least 50% of the total normal cost rate. Such participants are currently required to contribute 6.25% of their annual covered salary under the CalPERS plan. The City does not pay any portion of such contributions. See the caption “—AB 340” below.

The City had an unfunded accrued liability of \$52,992,224 for its CalPERS plan as of June 30, 2013 based on a market value of assets of \$97,111,799, as set forth in the most recent actuarial report prepared by CalPERS, and an estimated unfunded accrued liability of \$54,279,911 for the Miscellaneous Plan for Fiscal Year 2014.



Under GASB Statement No. 27, an employer reports an annual pension cost equal to the ARC plus an adjustment for the cumulative difference between the annual pension cost and the employer's actual plan contributions for the year. The cumulative difference is called the net pension obligation and may be positive or negative. The ARC for Fiscal Year 2014 was determined by an actuarial valuation of the plan as of June 30, 2012 and the ARC for Fiscal Year 2015 has been determined by an actuarial valuation of the plan as of June 30, 2013.

The following table summarizes the City's annual required contributions for its CalPERS plan for the last five audited Fiscal Years:

<i>Fiscal Year</i>	<i>Employer Contribution</i>	<i>City-Funded Employee Contribution</i>	<i>Employee Contribution</i>	<i>Annual Pension Cost</i>	<i>Percentage of Annual Pension Cost Contributed</i>
2010	\$5,233,518	\$1,698,565	\$ 85,906	\$6,932,083	100.0%
2011	5,214,878	1,596,396	149,685	6,811,274	100.0
2012	5,402,864	1,434,567	185,742	6,837,431	100.0
2013	4,793,228	1,064,397	152,919	5,857,625	100.0
2014	4,267,872	1,234,304	274,755	5,502,176	100.0

The following table sets forth the schedule of funding for the City's CalPERS plan. The employer contribution rate for Fiscal Year 2016 is 24.859% of annual covered payroll.

<i>Valuation Date</i>	<i>Entry Age Normal Accrued Liability</i>	<i>Actuarial Value of Assets</i>	<i>Unfunded Actuarial Accrued Liability</i>	<i>Funded Ratio<sup>(1)</sup></i>	<i>Annual Covered Payroll</i>	<i>Unfunded Actuarial Accrued Liability as Percentage of Payroll</i>
06/30/09	\$109,758,482	\$78,175,287	\$31,583,195	71.2%	\$26,384,952	119.7%
06/30/10	120,692,084	85,693,181	34,998,903	71.0	23,670,851	147.9
06/30/11	132,322,141	92,912,456	39,409,685	70.2	24,148,281	163.2
06/30/12	140,092,781	99,774,860	40,317,921	71.2	22,103,213	182.4
06/30/13	150,104,023	97,111,799 <sup>(2)</sup>	52,992,224	64.7	22,600,050	234.5

<sup>(1)</sup> Based on the actuarial value of assets.

<sup>(2)</sup> Beginning with the 6/30/2013 actual valuation, the actuarial value of assets equals the market value of assets.

Source: CalPERS Actuarial Report Dated October 2014.

CalPERS reported significant investment losses in 2009. CalPERS earnings reports for Fiscal Years 2010, 2011, 2012, 2013, 2014 and 2015 reported an investment gain of 13.0%, 21.7%, 1%, 12.5%, 18.4% and 2.4%, respectively. Future earnings performance may increase or decrease future contribution rates for plan participants, including the City. The CalPERS pension trust pays all retiree benefit payments associated with the City's plan.

**Actuarial Methods.** The staff actuaries at CalPERS annually prepare an actuarial valuation which covers a Fiscal Year ending approximately 15 months before the actuarial valuation is delivered (thus, the actuarial valuations delivered to the City in October 2014 covered the City's Fiscal Year ended June 30, 2013). The actuarial valuations express the City's required contribution rates in percentages of covered payroll, which percentages the City must contribute in the Fiscal Year immediately following the Fiscal Year in which the actuarial valuation is prepared (thus, the City's contribution rate derived from the actuarial valuation as of June 30, 2012, which was delivered in October 2013, affects the City's Fiscal Year 2015 required contribution rate). CalPERS rules require the City to implement the actuary's recommended rates. CalPERS provides a lump

sum payment option that the City may opt to pay in July of each year, rather than having payment transmitted as a percentage of each reported biweekly payroll.

In calculating the annual actuarially recommended contribution rates, the CalPERS actuary calculates on the basis of certain assumptions the actuarial present value of benefits that CalPERS will fund under the CalPERS plans, which includes two components, the normal cost and the unfunded actuarial accrued liability (the "UAAL"). The normal cost represents the actuarial present value of benefits that CalPERS will fund under the CalPERS plans that are attributed to the current year, and the actuarial accrued liability represents the actuarial present value of benefits that CalPERS will fund that are attributed to past years. The UAAL represents an estimate of the actuarial shortfall between actuarial value of assets on deposit at CalPERS and the present value of the benefits that CalPERS will pay under the CalPERS plans to retirees and active employees upon their retirement. The UAAL is based on several assumptions such as, among others, the rate of investment return, average life expectancy, average age of retirement, inflation, salary increases and occurrences of disabilities. In addition, the UAAL includes certain actuarial adjustments such as, among others, the actuarial practice of smoothing losses and gains over multiple years (which is described in more detail below). As a result, the UAAL may be considered an estimate of the unfunded actuarial present value of the benefits that CalPERS will fund under the CalPERS plans to retirees and active employees upon their retirement and not as a fixed expression of the liability that the City owes to CalPERS under its CalPERS plans.

In each actuarial valuation, the CalPERS actuary estimates the actuarial value of the assets (the "Actuarial Value") of the CalPERS plans at the end of the Fiscal Year (which assumes, among other things, that the rate of return during that Fiscal Year equaled the assumed rate of return, currently 7.5%). As described below, these policies and actuarial assumptions have changed significantly in recent years and are expected to change or be modified further by CalPERS in the future. The CalPERS actuary uses a smoothing technique to determine Actuarial Value that is calculated based on certain policies. Certain significant recent changes in assumptions include the following:

1. On April 17, 2013, the CalPERS Board approved a plan: (i) to replace the current 15 year asset-smoothing policy with a 5-year direct-rate smoothing process; and (ii) to replace the current 30 year rolling amortization of unfunded liabilities with a 30-year fixed amortization period. CalPERS' Chief Actuary has stated that the revised approach provides a single measure of funded status and unfunded liabilities, less rate volatility in extreme years, a faster path to full funding and more transparency to employers such as the City about future contribution rates. These changes are expected to accelerate the repayment of unfunded liabilities (including CalPERS' fiscal year 2009 market losses described below) of the City's CalPERS plan in the near term; the exact magnitude of the potential contribution rate increases is not known at this time, but may be significant. These changes will be reflected beginning with the June 30, 2014 actuarial valuation affecting contribution rates for Fiscal Year 2016 and thereafter. As a preliminary estimate, the City has currently budgeted for increases in its annual pension contributions of approximately \$249,553 per year for its CalPERS plan.

2. On March 14, 2012, the CalPERS Board approved a change in the inflation assumption used in the actuarial assumptions used to determine employer contribution rates. This reduced the assumed investment return from 7.75% to 7.5%, reduced the long-term payroll growth assumption from 3.25% to 3.0%, and adjusted the inflation component of individual salary scales from 3.25% to a merit scale varying by duration of employment, an assumed annual inflation component of 3% and an annual production growth of 0.25%. Although the full impact of such changes is not yet clear, CalPERS has estimated that they could result in net increases in future contribution levels of approximately 1% to 2%; however, the reduction in the inflation assumption could partially mitigate increases, if any, in the City's required annual contributions resulting from the reduction in the assumed investment rate of return, as described above.

In addition, in February 2010, the CalPERS Board adopted a resolution requiring additional contributions for any plan or pool if the cash flows hamper adequate funding progress by preventing the expected funded status on a market value of assets basis of the plan to either:

- Increase by at least 15% by June 30, 2043; or
- Reach a level of 75% funded by June 30, 2043.

Such contributions have been factored into the City's contribution rates set by CalPERS.

**Changes in Pension Accounting Standards.** Reporting obligations under GASB Statement No. 68 ("GASB 68") will commence with financial statements for Fiscal Year 2015. Under GASB 68, there are new standards for measuring and recognizing pension liabilities, deferred outflows and inflows of resources, and expense/expenditures. GASB 68 identifies the methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value and attribute such present value to periods of employee service.

**AB 340.** On September 12, 2012, the State Governor signed AB 340, which implements pension reform in California. Effective January 1, 2013, AB 340: (i) requires public retirement systems and their participating employers to share equally with employees the normal cost rate for such retirement systems; (ii) prohibits employers from paying employer paid member contributions to such retirement systems for employees hired after January 1, 2013; (iii) establishes a compulsory maximum non-safety benefit formula of 2.5% at age 67; (iv) defines final compensation as the highest average annual pensionable compensation earned during a 36 month period; and (v) caps pensionable income at \$110,100 (\$132,120 for employees not enrolled in Social Security) subject to Consumer Price Index increases.

Other provisions reduce the risk of the City incurring additional unfunded liabilities, including prohibiting retroactive benefits increases, generally prohibiting contribution holidays, and prohibiting purchases of additional non-qualified service credit. If AB 340 is implemented fully, CalPERS estimates savings for local agency plans of approximately \$1.653 billion to \$2.355 billion over the next 30 years due primarily to increased employee contributions and, as the workforce turns over, lower benefit formulas that will gradually reduce normal costs. Savings specific to the City have not been quantified.

Provisions in AB 340 will not likely have a material effect on City's contributions in the short term. However, additional employee contributions, limits on pensionable compensation and higher retirement ages for new members will reduce the City's UAAL and potentially reduce City contribution levels in the long term.

**Change in Pensionable Compensation.** On August 21, 2014, the CalPERS Board approved changes to clarify the types of compensation upon which pension benefits are based, primarily for employees hired after January 1, 2013. Under the changes, the CalPERS Board identified several dozen specific types of compensation which will count toward pension benefit calculations, including temporary and special assignment payments and certain categories of tasks, and identified types of compensation that will not be included in pension benefit calculations. Although the changes could result in an increase in the City's future CalPERS contributions, it is not currently possible to quantify the magnitude of such increases. The City believes that any such changes would be immaterial to its CalPERS contributions.

For additional information relating to the City's plan, see Note 8 to the City's audited financial statements for Fiscal Year 2014 attached hereto as Appendix B.

No assurance can be provided that the City's CalPERS plan expenses will not increase significantly in the future.

## Other Post-Employment Benefits

The City provides post-employment health care benefits to qualified retired employees. Employees are eligible for such benefits if they were hired prior to September 30, 2011 and retire directly from the City at or after age 50 with at least five years of CalPERS membership. Employees hired after September 30, 2011 are not eligible for such benefits; the City no longer offers such benefits to employees hired after September 30, 2011. The City's plan is an agent multiple-employer defined benefit other post-employment benefits ("OPEB") plan. The OPEB plan contributes an amount for the retiree and dependents, as applicable, for certain healthcare services.

The contribution requirements for OPEB plan participants and the City are established and may be amended by the City Council. The annual required contribution (the "OPEB ARC") is an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The OPEB ARC is equal to the normal cost each year plus a closed 30 year period amortization (ending in 2028) of the unfunded actuarial liability. Based on the actuarial valuation of the City's OPEB plan as of June 30, 2013, the OPEB ARC for Fiscal Year 2015 was approximately \$902,000 and the OPEB ARC for Fiscal Year 2016 is expected to be \$904,000. The OPEB valuation that was prepared as of June 30, 2013, in accordance with GASB Statement No. 45, was used for reporting OPEB information in the City's financial statements for Fiscal Year 2014.

In July 2015, Bartel & Associates completed an actuarial valuation of the City's OPEB plan based on a valuation date of January 1, 2015. The report was developed in accordance with new accounting standards established by GASB Statement No. 75 ("GASB 75"), which requires that the valuation include the value of the "implied subsidy" of older retired participants by a younger active workforce in a pooled rate medical plan. The City intends to continue to pay the full OPEB ARC without the impact of the implied subsidy included.

Based on the 2015 actuarial valuation of the City's OPEB plan, the OPEB ARC for Fiscal Year 2017 is expected to be \$1,426,000 using the new methodology compliant with GASB 75 (or \$1,341,000 using the old methodology).

The City is not required to fund the amortization of the unfunded actuarial liability. Prior to June 2009, the City's policy was to pay for OPEB plan costs as they are incurred. In June 2009, the City Council approved the establishment of an irrevocable OPEB trust (the "OPEB Trust") and approved and authorized an agreement with CalPERS to administer the OPEB Trust on its behalf. The City estimates that the establishment of the OPEB Trust and pre-funding of the City's OPEB liability will significantly reduce the City's unfunded OPEB obligation. Based on the 2015 actuarial valuation, the actuarial unfunded liability of the City's OPEB plan was estimated to be approximately \$10,343,000 using the new methodology compliant with GASB 75 (or \$9,428,000 using the old methodology).

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for the last five Fiscal Years was as follows:

<i>Fiscal Year</i>	<i>Annual OPEB Cost</i> <sup>(1)</sup>	<i>Percentage of Annual OPEB Cost Contributed</i>	<i>Net OPEB Obligation</i> <sup>(2)</sup>
2010	\$1,425,000	100%	\$ -
2011	1,564,000	100	-
2012	1,615,000	72	450,000
2013	1,018,000	56	900,000
2014	1,066,000	58	1,347,000

<sup>(1)</sup> Equal to the OPEB ARC.

<sup>(2)</sup> See Note 9 in Appendix B for a description of the calculation of the net OPEB obligation.

Historical information with respect to the funded status of the City's OPEB plan is set forth below

<i>Valuation Date</i>	<i>Actuarial Accrued Liability</i>	<i>Actuarial Value of Assets</i>	<i>Unfunded Actuarial Accrued Liability</i>	<i>Funded Ratio<sup>(1)</sup></i>	<i>Annual Covered Payroll</i>	<i>Unfunded Actuarial Accrued Liability as Percentage of Payroll</i>
01/01/10	\$13,600,000	\$2,386,000	\$11,214,000	17.5%	\$22,465,000	49.9%
06/30/11	11,670,000	4,428,000	7,242,000	37.9	23,195,000	31.2
06/30/13	12,531,000	6,186,000	6,345,000	49.4	21,589,000	29.4
06/30/15 <sup>(1)</sup>	18,148,000	7,805,000	10,343,000	43.1	19,426,000 <sup>(2)</sup>	53.2

(1) Reflects effect of implied subsidy in accordance with new GASB 75 requirements, as described above. Not comparable with prior years.  
 (2) This figure is based on the June 30, 2013 actuarial valuation.

Actuarial valuations of an ongoing plan involve estimates of the value of expected benefit payments and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the City’s financial statements set forth in Appendix B, presents multi-year trend information about whether the actuarial value of OPEB plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Projections of benefits are based on the substantive plan and include the types of benefits in force at the valuation date and the pattern of sharing benefit costs between the City and the plan members to that point. Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets. Significant methods and assumptions are described in detail in Note 9 to Appendix B.

**City Investment Policy**

The City invests its funds in accordance with the City’s investment policy (the “Investment Policy”), which was most recently amended in June 2015. In accordance with Section 53600 *et seq.* of the California Government Code, idle cash management and investment transactions are the responsibility of the City Treasurer. The City’s Investment Policy sets forth the policies and procedures applicable to the investment of City funds and designates eligible investments. The Investment Policy sets forth a stated objective, among others, of insuring the safety of invested funds by limiting credit and market risks. Eligible investments are generally limited to the Local Agency Investment Fund which is operated by the California State Treasurer, the County investment pool for local agencies, local agency bonds, U.S. Treasury Bills, Notes and Bonds, obligations issued by United States Government agencies, FDIC-insured or negotiable certificates of deposit, repurchase agreements, banker’s acceptances and commercial paper rated A1/P1, as applicable, or better, and money market funds rated in the highest category by Moody’s or S&P or administered by a domestic bank with long-term debt rated in one of the top two categories of Moody’s and S&P. Funds are invested in the following order of priority:

- Safety of Principal;
- Liquidity; and
- Return on Investment.

The City Treasurer is required to provide a quarterly report to the City Manager and the City Council showing the type of investment, date of maturity, amount invested, current market value, rate of interest, and other such information as may be required by the City Council.

A summary of the City's investments as of June 30, 2015 is set forth in the below table. Approximately \$35.6 million (21%) of the total investment portfolio as of June 30, 2015 was attributed to the General Fund.

**CITY OF MORENO VALLEY  
INVESTMENTS AS OF JUNE 30, 2015<sup>(1)</sup>**

<i>Investment Type</i>	<i>Investment Maturity</i>				<i>Total</i>
	<i>6 Months or Less</i>	<i>6 Months to 1 Year</i>	<i>1 to 3 Years</i>	<i>3 to 5 Years</i>	
Local Agency Investment Fund	\$28,878,182	\$ -	\$ -	\$ -	\$ 28,878,182
Asset-Backed Securities	1,159,853	1,177,616	6,604,508	-	8,941,977
Commercial Paper	3,043,392	-	-	-	3,043,392
US Corporate	1,348,107	2,978,195	21,902,935	11,106,932	37,336,169
US Treasury Notes	1,055,661	1,723,116	13,243,871	13,114,870	29,137,517
Federal Farm Credit Bank	3,202,388	1,660,002	-	-	4,862,390
Federal Home Loan Bank	-	5,002,762	7,889,434	-	12,892,195
Federal Home Loan Mortgage Corp.	-	-	13,906,077	4,868,905	18,774,982
Federal National Mortgage Assn.	-	773,976	10,911,429	9,314,060	20,999,465
Federated Government	244,340	-	-	-	244,340
Cash	<u>4,515,143</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,515,143</u>
Totals	<u>\$43,447,066</u>	<u>\$ 13,315,667</u>	<u>\$74,458,254</u>	<u>\$38,404,767</u>	<u>\$169,625,754</u>

<sup>(1)</sup> Totals may not add due to rounding.

Source: City.

See Note 3 in Appendix B for further information with respect to City investments.

### RISK FACTORS

*The following factors, along with the other information in this Official Statement, should be considered by potential investors in evaluating the purchase of the Series 2015 Bonds. However, the following does not purport to be an exhaustive listing of risks and other considerations which may be relevant to an investment in the Series 2015 Bonds. In addition, the order in which the following factors are presented is not intended to reflect the relative importance of any such risks.*

#### General Considerations – Security for the Series 2015 Bonds

The Series 2015 Bonds are special obligations of the Authority, payable solely from Base Rental Payments and the other assets pledged under the Indenture. Neither the faith and credit nor the taxing power of the Authority, the City, the State, or any political subdivision thereof, is pledged to the payment of the Series 2015 Bonds. The Authority has no taxing power.

The obligation of the City to make the Base Rental Payments does not constitute a debt of the City, the County or the State or any political subdivision thereof within the meaning of any constitutional or statutory debt limit or restriction, and does not constitute an obligation for which the City or the State is obligated to levy or pledge any form of taxation or for which the City, the County or the State has levied or pledged any form of taxation.

Although the Facilities Sublease does not create a pledge, lien or encumbrance upon the funds of the City, the City is obligated under the Facilities Sublease to pay the Base Rental Payments and Additional Payments from any source of legally available funds, and the City has covenanted in the Facilities Sublease to take such action as may be necessary to include all such Base Rental Payments and Additional Payments due thereunder in its annual budgets, and to make necessary annual appropriations for all such Base Rental Payments and Additional Payments, subject to abatement. The City is currently liable and may become liable

on other obligations payable from general revenues. See the caption “CITY FINANCIAL INFORMATION—Indebtedness—General Fund-Supported Debt.”

The City has the capacity to enter into other obligations which may constitute additional charges against its revenues, including pension obligations and essential services. To the extent that additional obligations are incurred by the City, the funds available to make Base Rental Payments may be decreased. In the event that the City’s revenue sources are less than its total obligations, the City could choose to fund other activities before making Base Rental Payments and other payments due under the Facilities Sublease. The same result could occur if, because of State Constitutional limits on expenditures, the City is not permitted to appropriate and spend all of its available revenues. However, the City’s appropriations have never exceeded the limitation on appropriations under Article XIII B of the State Constitution. See the caption “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS—Article XIII B of the State Constitution.”

### **Abatement**

In the event of substantial interference with the City’s right to use and occupy any portion of the Property by reason of damage to or destruction or condemnation of the Property, or any defects in title to the Property, Base Rental Payments will be subject to abatement. See the caption “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015 BONDS—Abatement.” In the event that such portion of the Property, if damaged or destroyed by an insured casualty, could not be replaced during the period of time in which proceeds of the City’s rental interruption insurance will be available in lieu of Base Rental Payments, plus the period in which funds are available from the funds and accounts established under the Indenture, or in the event that casualty insurance proceeds are insufficient to provide for complete repair or replacement of such portion of the Property or redemption of the Series 2015 Bonds, there could be insufficient funds to make payments to Owners in full.

It is not always possible to predict the circumstances under which abatement of rental may occur. In addition, there is no statute, case or other law specifying how such an abatement of rental should be measured. For example, it is not clear whether fair rental value is established as of commencement of the lease or at the time of the abatement. If the latter, the value of the Property could be substantially higher or lower than its value at the time of the issuance of the Series 2015 Bonds. Abatement, therefore, could have an uncertain and material adverse effect on the security for and payment of the Series 2015 Bonds.

If damage, destruction, title defect or eminent domain proceedings with respect to the Property results in abatement of the Base Rental Payments related to such Property and if such abated Base Rental Payments, if any, together with moneys from rental interruption or use and occupancy insurance (in the event of any insured loss due to damage or destruction), and eminent domain proceeds, if any, are insufficient to make all payments of principal and interest with respect to the Series 2015 Bonds during the period that the Property is being replaced, repaired or reconstructed, then all or a portion of such payments of principal and interest may not be made. Under the Facilities Sublease and the Indenture, no remedy is available to the Series 2015 Bond Owners for nonpayment under such circumstances.

### **Natural Disasters**

The occurrence of any natural disaster in the City, including, without limitation, fire, windstorm, drought, earthquake or flood, could have an adverse material impact on the economy within the City, its General Fund and the revenues available for the payment of the Base Rental Payments. The City does not maintain earthquake insurance for the Property.

Earthquakes are considered a threat to the City due to the highly active seismic region and the proximity of fault zones, which could influence the entire southern coastal portion of the State. However, no major earthquake has caused substantial damage to the City.

An earthquake along one of the faults in the vicinity of the City, either known or unknown, could cause a number of casualties and extensive property damage. The effects of such a quake could be aggravated by aftershocks and secondary effects such as fires, landslides, dam failure, liquefaction and other threats to public health, safety and welfare. The potential direct and indirect consequences of a major earthquake could easily exceed the resources of the City and would require a high level of self-help, coordination and cooperation.

The occurrence of natural disasters in the City could result in substantial damage to the City which, in turn, could substantially reduce General Fund revenues and affect the ability of the City to make the Base Rental Payments. Reduced ability to make the Base Rental Payments could affect the payment of the principal of and interest on the Series 2015 Bonds. The City maintains liability insurance and property casualty insurance (for losses other than from seismic events) for the Property. See the caption “THE CITY—Risk Management.” However, there can be no assurance that specific losses will be covered by insurance or, if covered, that claims will be paid in full by the applicable insurers.

### **Hazardous Substances**

An additional environmental condition that may result in the reduction in the assessed value of property, and therefore property tax revenue available to make Base Rental Payments, would be the discovery of a hazardous substance that would limit the beneficial use of taxable property within the City. In general, the owners and operators of a property may be required by law to remedy conditions of the property relating to releases or threatened releases of hazardous substances. The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or the “Superfund Act,” is the most well-known and widely applicable of these laws, but State laws with regard to hazardous substances are also stringent and similar in effect. Under many of these laws, the owner or operator may be required to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the property within the City be affected by a hazardous substance, could be to reduce the marketability and value of such property by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The City has not independently verified, but is not aware of, the presence of any hazardous substances on the Property. Hazardous substance liabilities may arise in the future with respect to any of the property in the City resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Additionally, such liabilities may arise from the method of handling such substance. These possibilities could significantly affect the value of a parcel and could result in substantial delays in completing planned development on parcels that are currently undeveloped.

### **Other Financial Matters**

Due to weakness in the economy of the State and the United States, it is possible that the general revenues of the City will decline. Such financial matters may have a detrimental impact on the City’s General Fund, and, accordingly, may reduce the City’s ability to make Base Rental Payments. See the caption “CITY FINANCIAL INFORMATION.”

In addition, City expenses could also rise as a result of unforeseen events, including but not limited to increases in pension obligations or a determination that the Successor Agency’s payment obligations under various agreements with the City are not enforceable obligations. Such a determination could require the City to make payments that were expected to come from Successor Agency funds from General Fund moneys or cause moneys received from the Successor Agency to be lower than budgeted. See the caption “STATE OF CALIFORNIA BUDGET INFORMATION—Redevelopment Dissolution.”



### **Substitution, Addition and Removal of Property; Additional Bonds**

The Authority and the City may amend the Facilities Sublease: (a) to substitute alternate real property for any portion of the Property; (b) to add additional real property to the Property; or (c) to release a portion of the Property from the Facilities Sublease, upon compliance with all of the conditions set forth in the Facilities Sublease. After a substitution or release, the portion of the Property for which the substitution or release has been effected will be released from the leasehold encumbrance of the Facilities Sublease. Moreover, the Authority may issue Additional Bonds secured by Base Rental Payments which are increased from current levels. See the captions “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015 BONDS—Substitution, Addition and Removal of Property” and “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015 BONDS—Additional Bonds.”

Although the Facilities Sublease requires, among other things, that the Property, as constituted after such substitution or release, have an annual fair rental value at least equal to the maximum Base Rental Payments becoming due in the then current Fiscal Year or in any subsequent Fiscal Year, it does not require that such Property have an annual fair rental value equal to the annual fair rental value of the Property at the time of substitution or release. Thus, a portion of the Property could be replaced with less valuable real property, or could be released altogether. Such a replacement or release could have an adverse impact on the security for the Series 2015 Bonds, particularly if an event requiring abatement of Base Rental Payments were to occur subsequent to such substitution or release. See Appendix A.

The Indenture requires, among other things, that upon the issuance of Additional Bonds, the Facilities Lease and the Facilities Sublease will be amended, to the extent necessary, so as to increase the Base Rental Payments payable by the City thereunder by an aggregate amount equal to the principal of and interest on such Additional Bonds; provided, however, that no such amendment will be made such that the sum of Base Rental Payments, including any increase in the Base Rental Payments as a result of such amendment, plus Additional Payments, in any Fiscal Year is in excess of the annual fair rental value of the Property after taking into account the use of the proceeds of any Additional Bonds issued in connection therewith. See the caption “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015 BONDS—Additional Bonds” for a full description of the requirements that must be met in order for the Authority to issue Additional Bonds.

### **Limited Recourse on Default; No Acceleration of Base Rental**

Failure by the City to make Base Rental Payments or other payments required to be made under the Facilities Sublease, or failure to observe and perform any other terms, covenants or conditions contained in the Facilities Sublease or in the Indenture for a period of 30 days after written notice of such failure and request that it be remedied has been given to the City by the Authority or the Trustee, constitute events of default under the Facilities Sublease and permit the Trustee or the Authority to pursue any and all remedies available. In the event of a default, notwithstanding anything in the Facilities Sublease or in the Indenture to the contrary, there is no right under any circumstances to accelerate the Base Rental Payments or otherwise declare any Base Rental Payments not then in default to be immediately due and payable, nor do the Authority or the Trustee have any right to re-enter or re-let the Property except as described in the Facilities Sublease.

The enforcement of any remedies provided in the Facilities Sublease and the Indenture could prove both expensive and time consuming. If the City defaults on its obligation to make Base Rental Payments with respect to the Property, the Trustee, as assignee of the Authority, may retain the Facilities Sublease and hold the City liable for all Base Rental Payments thereunder on an annual basis and enforce any other terms or provisions of the Facilities Sublease to be kept or performed by the City.

Alternatively, the Authority or the Trustee may terminate the Facilities Sublease, retake possession of the Property and proceed against the City to recover damages pursuant to the Facilities Sublease. Due to the specialized and limited nature of the Property, existing Permitted Encumbrances (as such term is defined in Appendix A) on the Property, and the restrictions on its use, it is unlikely that the Trustee would be able to

re-let the Property so as to provide rental income sufficient to make all payments of principal of, interest and premium, if any, on the Series 2015 Bonds when due. Similar limitations and constraints would apply to any property substituted for the Property pursuant to the Facilities Sublease. Moreover, the Trustee is not empowered to sell the Property for the benefit of the Owners of the Series 2015 Bonds. Any suit for money damages would be subject to limitations on legal remedies against cities in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest. See the captions “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015 BONDS” and “THE PROPERTY” and Appendix A.

### **Possible Insufficiency of Insurance Proceeds**

The Facilities Sublease obligates the City to keep in force various forms of insurance, subject to deductibles, for repair or replacement of the Property in the event of damage, destruction or title defects, subject to certain exceptions. The Authority and the City make no representation as to the ability of any insurer to fulfill its obligations under any insurance policy obtained pursuant to the Facilities Sublease and no assurance can be given as to the adequacy of any such insurance to fund necessary repair or replacement or to pay principal of and interest on the Series 2015 Bonds when due. In addition, certain risks, such as earthquakes and floods, are not required to be covered under the Facilities Sublease, and therefore, are not carried by the City. See the captions “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015 BONDS—Insurance” and “THE CITY—Risk Management.”

### **Limitations on Remedies**

The rights of the Owners of the Series 2015 Bonds are subject to the limitations on legal remedies against cities in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest. Furthermore, the remedies available to the Owners of the Series 2015 Bonds upon the occurrence of an event of default under the Indenture or the Facilities Sublease are in many respects dependent upon judicial actions which are often subject to discretion and delay and could prove both expensive and time consuming to obtain.

Additionally, enforceability of the rights and remedies of the Owners of the Series 2015 Bonds, and the obligations incurred by the City, may become subject to the provisions of Title 11 of the United States Code (the “Bankruptcy Code”) and applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors’ rights generally, now or later in effect, equity principles which may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the federal Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose and the limitations on remedies against cities in the State. Bankruptcy proceedings, or the exercise of powers by the federal or State government, if initiated, could subject the Owners of the Series 2015 Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation or modification of their rights. Under Chapter 9 of the Bankruptcy Code, which governs the bankruptcy proceedings for public agencies such as the City, involuntary petitions are not permitted. If the City were to file a petition under Chapter 9 of the Bankruptcy Code, the Owners of the Series 2015 Bonds, the Trustee and the Authority could be prohibited from taking any steps to enforce their rights under the Facilities Sublease, and from taking any steps to collect amounts due from the City under the Facilities Sublease.

The opinion to be delivered by Bond Counsel concurrently with the execution and delivery of the Series 2015 Bonds will be subject to such limitations and the various other legal opinions to be delivered concurrently with the issuance of the Series 2015 Bonds will be similarly qualified. See Appendix C. In the event that the City fails to comply with its covenants under the Facilities Sublease or fails to pay Base Rental Payments, there can be no assurance of the availability of remedies adequate to protect the interest of the Owners of the Series 2015 Bonds.

### **No Liability of Authority to the Owners**

Except as expressly provided in the Indenture, the Authority has no obligation or liability to the Owners of the Series 2015 Bonds with respect to: (a) the payment when due of the Base Rental Payments by the City; (b) the performance by the City of other agreements and covenants required to be performed by it contained in the Facilities Sublease or the Indenture; or (c) the performance by the Trustee of any right or obligation required to be performed by it contained in the Indenture.

### **Secondary Market**

There can be no guarantee that there will be a secondary market for the Series 2015 Bonds or, if a secondary market exists, that the Series 2015 Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

### **Risks Associated with Bond Insurance**

In the event that the Authority defaults in the payment of principal of or interest on the Series 2015 Bonds when due, the owners of the Series 2015 Bonds will have a claim under the Policy for such payments. See the caption “BOND INSURANCE.” In the event that AGM becomes obligated to make payments with respect to the Series 2015 Bonds, no assurance can be given that such event will not adversely affect the market for the Series 2015 Bonds. In the event that AGM is unable to make payment of principal of and interest on the Series 2015 Bonds when due under the Policy, the Series 2015 Bonds will be payable solely from Revenues and amounts held in certain funds and accounts established under the Trust Agreement, as described under the caption “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015 BONDS.”

The long-term rating on the Series 2015 Bonds is dependent in part on the financial strength of AGM and its claims-paying ability. AGM’s financial strength and claims-paying ability are predicated upon a number of factors which could change over time. If the long-term ratings of AGM are lowered, such event could adversely affect the market for the Series 2015 Bonds. See the caption “RATINGS.”

None of the Authority, the City nor the Underwriter have made an independent investigation of the claims-paying ability of AGM and no assurance or representation regarding the financial strength or projected financial strength of AGM is being made by the Authority, the City or the Underwriter in this Official Statement. Therefore, when making an investment decision with respect to the Series 2015 Bonds, potential investors should carefully consider the ability of the Authority to pay principal and interest on the Series 2015 Bonds, assuming that the Policy is not available for that purpose, and the claims-paying ability of AGM through final maturity of the Bonds.

So long as the Policy remains in effect and AGM is not in default of its obligations thereunder, AGM has certain notice, consent and other rights under the Trust Agreement and will have the right to control all remedies for default under the Trust Agreement. AGM is not required to obtain the consent of the owners of the Series 2015 Bonds with respect to the exercise of remedies. See Appendix A.

## **STATE OF CALIFORNIA BUDGET INFORMATION**

### **State Budget**

Information about the State budget is regularly available at various State-maintained websites. Text of proposed and adopted budgets may be found at the website of the State Department of Finance (the “DOF”),

<http://www.dof.ca.gov>, under the heading “California Budget.” An impartial analysis of the budget is posted by the Legislative Analyst’s Office (the “LAO”) at <http://www.lao.ca.gov>. In addition, various State official statements, many of which contain a summary of the current and past State budgets and the impact of those budgets on cities in the State, may be found at the website of the State Treasurer, <http://www.treasurer.ca.gov>. The information referred to is prepared by the respective State agency maintaining each website and not by the City, and the City can take no responsibility for the continued accuracy of these Internet addresses or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by these references.

### **Budget for State Fiscal Year 2015-16**

In recent years, when there have been anticipated State budget shortfalls, the State Governor has proposed, and the State Legislature has approved, the shift of property tax revenues from cities, counties and special districts to schools. See the caption “CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS—Proposition 1A.”

On June 24, 2015, the Governor signed into law the State budget for fiscal year 2015-16 (the “2015-16 Budget”). The following information is drawn from the DOF’s summary of the 2015-16 Budget, as well as a summary prepared by the LAO. The City can take no responsibility for the accuracy, completeness or timeliness of information in such summaries.

For fiscal year 2014-15, the 2015-16 Budget projects total State general fund revenues of approximately \$111.3 billion and total State general fund expenditures of approximately \$114.5 billion. The 2015-16 Budget projects that the State will end fiscal year 2014-15 with a general fund ending balance of approximately \$2.4 billion and total reserves of approximately \$3 billion (including approximately \$1.5 billion in the traditional general reserve and approximately \$1.6 billion in the Budget Stabilization Account (the “BSA”), the State’s basic reserve fund). For fiscal year 2015-16, the 2015-16 Budget projects total State general fund revenues of approximately \$115 billion and total expenditures of approximately \$115.4 billion, leaving the State with a year-end general fund balance of approximately \$2 billion. The 2015-16 Budget projects total year-end reserves of approximately \$4.6 billion, including approximately \$1.1 billion in the traditional general fund reserve and approximately \$3.5 billion in the BSA.

As a result of higher than anticipated State revenues, the 2015-16 Budget includes revised estimates to the Proposition 98 minimum funding guarantees for schools for fiscal years 2013-14 and 2014-15. The fiscal year 2013-14 minimum guarantee is revised upward to approximately \$58.9 billion, an increase of approximately \$612 million over the estimate included in the fiscal year 2014-15 State budget. For fiscal year 2014-15, the 2015-16 Budget revises the minimum guarantee upward to approximately \$66.3 billion, an increase of approximately \$5.4 billion over the estimate included in the fiscal year 2014-15 State budget.

The 2015-16 Budget sets the Proposition 98 minimum funding guarantee for fiscal year 2015-16 at approximately \$68.4 billion, including approximately \$49.4 billion of support from the State general fund. This represents a year-to-year increase of approximately \$2.1 billion over the revised level for fiscal year 2014-15. For K-12 education, the 2015-16 Budget provides total Proposition 98 funding of approximately \$59.5 billion, including approximately \$43.2 billion from the State general fund. Under the 2015-16 Budget, K-12 per-pupil spending in fiscal year 2015-16 is \$9,942, an increase of \$1,011 (or approximately 11%) from the prior year.

Significant proposals or adjustments set forth in the 2015-16 Budget affecting public agencies in the State include the following:

- **Law Enforcement.** The 2015-16 Budget continues a \$40 million general fund allocation to “front line” law enforcement activities. The Board of State and Community Corrections allocates funds to individual cities acting as the fiduciary agent within each county receiving the funds.

- Transportation. The 2015-16 Budget includes total funding of approximately \$15.9 billion (approximately \$261 million from the general fund and \$15.7 billion from other funds) for all programs administered within the State Transportation Agency. In addition, the shared revenues budget allocates over \$1.4 billion in fuel excise tax to cities and counties for local streets and roads.
- Elimination of Redevelopment Agencies. The 2015-16 Budget anticipates that in State fiscal years 2014-15 and 2015-16 combined, cities will receive approximately \$580 million, counties will receive approximately \$660 million and special districts will receive approximately \$200 million.
- Property Taxes. The 2015-16 Budget anticipates ongoing property tax revenues of more than \$900 million annually to be distributed to cities, counties, and special districts that can be used by local governments to fund police, fire, and other critical public services.
- State Mandate Reimbursements. The 2015-16 Budget continues the suspension of most mandates not related to law enforcement or property taxes. After satisfying the State Constitutional funding guarantee, additional revenues of up to \$800 million are proposed to pay down the remainder of the State's pre-2004 mandate debt. The 2015-16 Budget estimates that a trigger mechanism will result in a \$533 million payment toward this mandate debt. These funds will provide counties, cities, and special districts with general purpose revenue.
- Deferred Maintenance. The 2015-16 Budget includes approximately \$478 million (approximately \$125 million from the general fund) for critical deferred maintenance at universities, community colleges and in State parks, prisons, State hospitals and other State facilities.
- Education. The 2015-16 Budget provides over \$1.2 billion in funding to support a coordinated framework for adult education, career technical education, workforce investment, and apprenticeships intended to provide training and education to workers in California.
- Drought Response. The State has experienced four consecutive years of below-average rain and snow, and is currently facing severe drought conditions in all 58 counties. The 2015-16 Budget includes the amount of approximately \$1.8 billion (in addition to approximately \$1.9 billion that was previously appropriated) of one-time resources to continue the State's response to drought impacts. The funds will protect and expand local water supplies, conserve water and respond to emergency conditions.

The Governor's Budget Summary for the Proposed Budget (the "2015-16 Proposed Budget Summary"), which was released in January 2015, cautioned that, since 2000, the State's short periods of balanced budgets have been followed by massive budget shortfalls. The 2015-16 Proposed Budget Summary also noted that commitments made by the State in the past two years are already straining the State's finances. Under a projection of current policies, the 2015-16 Proposed Budget Summary anticipated that the State would begin to spend more than it receives in annual revenues by State fiscal year 2018-19, by an amount of approximately \$1 billion. The City cannot predict whether the State will take steps, in response to a future budget shortfall, which would reduce the amount of tax revenue available to the City. The State budget will be affected by national and State economic conditions and other factors over which the City will have no control. State budget shortfalls in future fiscal years may also have an adverse financial impact on the financial condition of the City.

The 2015-16 Budget also includes an update of the trigger mechanism payment discussed in the bullet point "State Mandate Reimbursements." The 2015-16 Budget estimates that the trigger mechanism calculation will result in a \$765 million payment toward pre-2004 mandate debt (an increase of approximately \$232 million from the proposed fiscal year 2015-16 budget) owed by the State to cities, counties and special districts.

For additional information regarding the 2015-16 Budget, see the DOF website at [www.dof.ca.gov](http://www.dof.ca.gov). The information presented on such website is not incorporated herein by reference.

### **Potential Impact of State Financial Condition on the City**

The State has experienced significant financial stress in recent years, with budget shortfalls in the several billions of dollars. There can be no assurance that, as a result of such State financial stress, the State will not significantly reduce revenues to local governments (including the City) or shift financial responsibility for programs to local governments as part of its efforts to address the State financial difficulties. Although the State is not a significant source of City revenues, no prediction can be made by the City as to what measures the State will adopt to respond to the current or potential future financial difficulties. There can be no assurance that State actions to respond to State financial difficulties will not adversely affect the financial condition of the City.

### **Redevelopment Dissolution**

*General.* On December 29, 2011, the State Supreme Court upheld Assembly Bill 1x26 (“AB 1x26”), which dissolved redevelopment agencies in the State. The effect of AB 1x26 upon the City is the termination of the redevelopment functions of the Community Redevelopment Agency of the City of Moreno Valley (the “Former Agency”) and the transfer of such functions to a successor agency (the City, referred to in the capacity of a successor agency, and being referred to in this context as the “Successor Agency”) tasked with winding down the Former Agency’s redevelopment activities. Under AB 1x26, the Successor Agency cannot enter into new redevelopment projects or obligations and its assets can be used only to pay enforceable obligations, which enforceable obligations are generally limited to obligations in existence in mid-2011, when AB 1x26 was signed by the Governor. In addition, the Successor Agency will receive tax increment revenues in amounts that are sufficient to pay 100% (but no greater amount) of such enforceable obligations until such obligations (including accrued interest, as applicable) are paid in full, at which time the Successor Agency will be dissolved. Certain tax revenues formerly allocable to the Former Agency will continue to be available to the Successor Agency to pay certain obligations, and a portion of such revenues may be redirected to other taxing agencies, such as the County, school districts and the City. The Successor Agency’s activities are subject to review by an oversight board established under AB 1x26. Under AB 1x26, liabilities of the Successor Agency are not liabilities of the City.

On June 27, 2012, the Governor signed Assembly Bill 1484 (“AB 1484”), which made certain amendments to AB 1x26. Under AB 1484, the County Auditor-Controller, the DOF and the State Controller may require the return of funds improperly spent or transferred to a public entity in conflict with the provisions of the Community Redevelopment Law, as amended by AB 1x26 and AB 1484, and if such funds are not returned within 60 days, they may be recovered through an offset of sales and use tax or property tax allocations to the local agency, which, in the case of the Successor Agency, is the City.

On September 22, 2015, the following amendments to the dissolution legislation discussed under the caption “—General” were enacted as Senate Bill 107 (“SB 107”): (1) redevelopment successor agencies that enter into a written agreement with the DOF to remit unencumbered cash to the county auditor-controller will receive a finding of completion, which provides successor agencies with additional fiscal tools and reduced State oversight; (2) successor agencies that have a “Last and Final” ROPS (as discussed below) may expend a portion of proceeds of bonds issued in 2011, which proceeds are currently frozen; (3) pension or State Water Project override revenues that are not pledged to or not needed for redevelopment bond debt service will be returned to the entity that levies the override; (4) agreements relating to State highway improvements and money loaned to successor agencies to pay costs associated with redevelopment dissolution litigation will be considered enforceable obligations; and (5) reentered agreements entered into after the passage of AB 1484 are unenforceable unless entered into for the purpose of providing administrative support.

SB 107 also: (a) requires the preparation of a Recognized Obligation Payment Schedule with respect to enforceable obligations (a “ROPS”), which are required to be submitted to the oversight board and the DOF in accordance with AB 1x26, once a year beginning with the ROPS period that commences on July 1, 2016 (rather than twice a year under current law); (b) establishes an optional “Last and Final” ROPS process beginning in September 2015; under this process, a successor agency that elected to submit a “Last and Final” ROPS would no longer submit a periodic ROPS and the enforceable obligations set forth in the “Last and Final” ROPS would be binding on all parties; and (c) clarifies that former tax increment caps and plan limits do not apply for the purposes of paying approved enforceable obligations.

***Impact on the City.*** Significant provisions of AB 1x26, AB 1484, SB 107 and implementing actions of affected parties, including the Successor Agency, the oversight board, the County and the DOF, may be subject to legal challenge, statutory or administrative changes and other clarifications which could affect the impact of the dissolution of redevelopment on the City and its General Fund. The DOF has periodically proposed additional legislation which would modify statutes affecting redevelopment dissolution; it is not known whether additional legislation will be enacted. The full extent of the impact of the implementation of AB 1x26, AB 1484 and SB 107 or potential future legislation on the City’s General Fund is unknown at this time. While certain administrative costs previously charged to the Former Agency by the General Fund will no longer be supported by the Successor Agency, certain property tax revenues formerly allocated to the Former Agency will now be received by the City’s General Fund.

The City does not believe that it has received material amounts from the Former Agency or the Successor Agency which may be asserted to be in violation of AB 1x26 or AB 1484.

There can be no assurance that the City and the Successor Agency will not enter into additional loan agreements in the future to enable the Successor Agency to meet its payment obligations in future years.

***Successor Agency Obligations to the General Fund.*** Although AB 1x26 generally invalidates agreements between host cities and their former redevelopment agencies, provision is made for the enforcement of agreements entered into with respect to obligations which meet certain specified criteria. The City believes that the Successor Agency’s payment obligations under a note relating to the Moreno Valley Mall at Towngate (the “Towngate Regional Mall Note”) and miscellaneous other advances (the “Other Advances”) to the Former Agency, each as described below, constitute enforceable obligations of the Successor Agency. The City expects that the Successor Agency will continue to be able to apply tax increment revenues to the payment of such obligations. The City has listed the Towngate Regional Mall Note and the Other Advances in its ROPS, and such obligations have been approved as enforceable obligations by the Successor Agency’s oversight board and the DOF. However, there can be no assurance that such entities, the State Controller, other State or County bodies implementing the dissolution of redevelopment or a court will not disagree with the City’s interpretation and seek to prohibit the Successor Agency from making the payments on the Towngate Regional Mall Note and the Other Advances in the future or that additional legislation could be enacted which will not be consistent with the City’s interpretation.

As of June 30, 2014, the Towngate Regional Mall Note was outstanding in the principal of \$13,000,000. The Towngate Regional Mall Note originated from a participation agreement (as amended) whereby the Former Agency acquired certain parcels within the Moreno Valley Mall at Towngate for subsequent transfer to anchor tenants. The Towngate Regional Mall Note bears interest at the rate of 7.25% per annum and is payable from the property tax increment and up to 50% of the sales tax revenues generated from the acquired parcels. In Fiscal Year 2004, the City purchased the rights to the Towngate Regional Mall Note from the holder thereof and, thereafter, has received the associated interest and principal payments related thereto. Through negotiations with the DOF, the City has reached an agreement which amends the terms of the Towngate Regional Mall Note such that \$1,400,000 will now be paid annually to the City from revenues in the Redevelopment Property Tax Trust Fund maintained by the County Auditor-Controller with respect to the former redevelopment project areas within the City through December 2035. On September 23, 2014 and September 24, 2014, respectively, the Successor Agency and the Successor Agency’s oversight board

approved resolutions that incorporate terms of the agreement reached between the City and the DOF. Such resolutions provided for the restructuring of the Towngate Regional Mall Note payment schedule for submission to the DOF. The restructured payment schedule was approved as part of the 2014/15B ROPS on November 15, 2014.

As of June 30, 2014, the Other Advances were outstanding in the principal amount of \$652,248. The Other Advances were used by the Former Agency for various redevelopment purposes and are payable from available Successor Agency moneys. The Other Advances bear interest at the rate of 12% but do not have a specific maturity date.

There can be no assurances that AB 1x26, AB 1484 and/or subsequent implementing statutes will not interfere with the receipt by the City from the Successor Agency of the amounts contemplated to be received by the City pursuant to the Towngate Regional Mall Note, the Other Advances or otherwise.

To the extent that the Successor Agency's assets are liquidated for distribution of proceeds to the affected taxing entities, the City currently expects that the City's General Fund will receive approximately 11% of such assets.

### **Future State Budgets**

No prediction can be made by the City as to whether the State will continue to encounter budgetary problems in future years, and if it were to do so, it is not clear what measures would be taken by the State to balance its budget, as required by law. In addition, the City cannot predict the final outcome of future State budget negotiations, the impact that such budgets will have on City finances and operations or what actions will be taken in the future by the State Legislature and the Governor to deal with changing State revenues and expenditures. There can be no assurance that actions taken by the State to address its financial condition will not materially adversely affect the financial condition of the City. Current and future State budgets will be affected by national and State economic conditions and other factors, including the current economic downturn, over which the City has no control.

## **CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS**

There are a number of provisions in the State Constitution that limit the ability of the City to raise and expend tax revenues.

### **Article XIII A of the State Constitution**

On June 6, 1978, State voters approved an amendment (commonly known as both Proposition 13 and the Jarvis-Gann Initiative) to the State Constitution. The amendment, which added Article XIII A to the State Constitution, among other things affects the valuation of real property for the purpose of taxation in that it defines the full cash property value to mean "the county assessor's valuation of real property as shown on the 1975/76 tax bill under 'full cash value', or thereafter, the appraised value of real property newly constructed, or when a change in ownership has occurred after the 1975 assessment." The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or a reduction in the consumer price index or comparable local data at a rate not to exceed 2% per year, or reduced in the event of declining property value caused by damage, destruction or other factors including a general economic downturn. The amendment further limits the amount of any *ad valorem* tax on real property to 1% of the full cash value, except that additional taxes may be levied to pay debt service on indebtedness approved by the voters prior to December 1, 1978, and bonded indebtedness for the acquisition or improvement of real property approved on or after December 1, 1978 by two-thirds of the votes cast by the voters voting on the proposition (55% in the case of certain school facilities). Property taxes subject to Proposition 13 are a significant source of the City's General Fund revenues. See the caption "CITY FINANCIAL INFORMATION."



Legislation enacted by the State Legislature to implement Article XIII A provides that all taxable property is shown at full assessed value as described above. Tax rates for voter approved bonded indebtedness are also applied to 100% of assessed value.

Future assessed valuation growth allowed under Article XIII A (new construction, change of ownership, 2% annual value growth) is allocated on the basis of “situs” among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and school districts share the growth of “base” revenue from the tax rate area. Each year’s growth allocation becomes part of each agency’s allocation the following year. Article XIII A effectively prohibits the levying of any other *ad valorem* property tax above the 1% limit except for taxes to support indebtedness approved by the voters as described above.

Article XIII A has subsequently been amended to permit reduction of the “full cash value” base in the event of declining property values caused by damage, destruction or other factors, and to provide that there would be no increase in the “full cash value” base in the event of reconstruction of property damaged or destroyed in a disaster and in certain other limited circumstances.

### **Article XIII B of the State Constitution**

At the Statewide special election on November 6, 1979, the voters approved an initiative entitled “Limitation on Government Appropriations,” which added Article XIII B to the State Constitution. Under Article XIII B, State and local government entities have an annual “appropriations limit” which limits the ability to spend certain moneys which are called “appropriations subject to limitation” (consisting of tax revenues and investment proceeds thereof, certain State subventions and regulatory license fees, user charges and user fees to the extent that the proceeds thereof exceed the costs of providing such services, together called “proceeds of taxes,” and certain other funds) in an amount higher than the “appropriations limit.” Article XIII B does not affect the appropriation of moneys which are excluded from the definition of “appropriations limit,” including debt service on indebtedness existing or authorized as of October 1, 1979, or bonded indebtedness subsequently approved by the voters. In general terms, the “appropriations limit” is to be based on certain 1978-79 expenditures and is to be adjusted annually to reflect changes in the consumer price index, population and services provided by these entities. Among other provisions of Article XIII B, if those entities’ revenues in any year exceed the amounts permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years.

The City’s appropriations have never exceeded the limitation on appropriations under Article XIII B of the State Constitution.

### **Proposition 62**

A statutory initiative (“Proposition 62”) was adopted by the voters of the State at the November 4, 1986 general election which: (a) requires that any tax for general governmental purposes imposed by local governmental entities be approved by resolution or ordinance adopted by two-thirds vote of the governmental agency’s legislative body and by a majority of the electorate of the governmental entity; (b) requires that any special tax (defined as taxes levied for other than general governmental purposes) imposed by a local governmental entity be approved by a two-thirds vote of the voters within the jurisdiction; (c) restricts the use of revenues from a special tax to the purposes or for the service for which the special tax is imposed; (d) prohibits the imposition of *ad valorem* taxes on real property by local governmental entities except as permitted by Article XIII A; (e) prohibits the imposition of transaction taxes and sales taxes on the sale of real property by local governmental entities; and (f) requires that any tax imposed by a local governmental entity on or after August 1, 1985 be ratified by a majority vote of the electorate within two years of the adoption of the initiative or be terminated by November 15, 1988. The requirements imposed by Proposition 62 were upheld by the State Supreme Court in *Santa Clara County Local Transportation Authority v. Guardino*, 11 Cal.4th 220 (1995).

Proposition 62 applies to the imposition of any taxes or the implementation of any tax increases after its enactment in 1986, but the requirements of Proposition 62 are largely subsumed by the requirements of Proposition 218 for the imposition of any taxes or the effecting of any tax increases after November 5, 1996. See the caption “—Proposition 218” below.

### **Proposition 218**

On November 5, 1996, State voters approved Proposition 218, an initiative measure entitled the “Right to Vote on Taxes Act.” Proposition 218 added Articles XIII C and XIII D to the State Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges. Proposition 218 states that all taxes imposed by local governments are deemed to be either general taxes or special taxes. Special purpose districts, including school districts, have no power to levy general taxes. No local government may impose, extend or increase any general tax unless and until such tax is submitted to the electorate and approved by a majority vote. No local government may impose, extend or increase any special tax unless and until such tax is submitted to the electorate and approved by a two-thirds vote.

Proposition 218 also provides that no tax, assessment, fee or charge may be assessed by any agency upon any parcel of property or upon any person as an incident of property ownership except: (a) the *ad valorem* property tax imposed pursuant to Articles XIII and XIII A of the State Constitution; (b) any special tax receiving a two-thirds vote pursuant to the State Constitution; and (c) assessments, fees and charges for property related services as provided in Proposition 218. Proposition 218 then goes on to add voter requirements for assessments and fees and charges imposed as an incident of property ownership, other than fees and charges for sewer, water, and refuse collection services. In addition, all assessments and fees and charges imposed as an incident of property ownership, including sewer, water, and refuse collection services, are subjected to various additional procedures, such as hearings and stricter and more individualized benefit requirements and findings. The effect of such new provisions will presumably be to increase the difficulty a local agency will have in imposing, increasing or extending such assessments, fees and charges.

Proposition 218 also extended the initiative power to reducing or repealing any local taxes, assessments, fees and charges. This extension of the initiative power is not limited to taxes imposed on or after November 6, 1996, the effective date of Proposition 218, and could result in retroactive repeal or reduction in any existing taxes, assessments, fees and charges, subject to overriding federal constitutional principles relating to the impairments of contracts. Legislation implementing Proposition 218 provides that the initiative power provided for in Proposition 218 “shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after (the effective date of Proposition 218) assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights” protected by the United States Constitution. However, no assurance can be given that the voters of the City will not, in the future, approve an initiative which reduces or repeals local taxes, assessments, fees or charges that currently are deposited into the City’s General Fund.

Although a portion of the City’s General Fund revenues are derived from general taxes purported to be governed by Proposition 218 as discussed under the caption “CITY FINANCIAL INFORMATION—Other Taxes,” all of such taxes were imposed in accordance with the requirements of Proposition 218. No assurance can be given that the voters of the City will not, in the future, approve an initiative or initiatives which reduce or repeal local taxes, assessments, fees or charges which support the City’s General Fund.

### **Unitary Property**

Some amount of property tax revenue of the City is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions (“unitary property”). Under the State Constitution, such property is assessed by the State Board of Equalization (the “SBE”) as part of a “going concern” rather than as individual pieces of real or personal property. State-assessed unitary and certain other

property is allocated to the counties by the SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the City) according to statutory formula generally based on the distribution of taxes in the prior year.

### **Proposition 22**

On November 2, 2010, voters in the State approved Proposition 22, which eliminates the State's ability to borrow or shift local revenues and certain State revenues that fund transportation programs. It restricts the State's authority over a broad range of tax revenues, including property taxes allocated to cities (including the City), counties and special districts, the VLF, State excise taxes on gasoline and diesel fuel, the State sales tax on diesel fuel, and the former State sales tax on gasoline. It also makes a number of significant other changes, including restricting the State's ability to use motor vehicle fuel tax revenues to pay debt service on voter-approved transportation bonds.

### **Proposition 1A**

As part of former Governor Schwarzenegger's agreement with local jurisdictions, Senate Constitutional Amendment No. 4 was enacted by the State Legislature and subsequently approved by the voters as Proposition 1A ("Proposition 1A") at the November 2, 2004 general election. Proposition 1A amended the State Constitution to, among other things, reduce the State Legislature's authority over local government revenue sources by placing restrictions on the State's access to local governments' property, sales, and vehicle license fee revenues as of November 3, 2004. Beginning with Fiscal Year 2009, the State may borrow up to 8% of local property tax revenues, but only if the Governor proclaims that such action is necessary due to a severe State fiscal hardship and two-thirds of both houses of the State Legislature approve the borrowing. The amount borrowed is required to be paid back within three years. The State also will not be able to borrow from local property tax revenues for more than two Fiscal Years within a period of ten Fiscal Years. In addition, the State cannot reduce the local sales tax rate or restrict the authority of local governments to impose or change the distribution of the Statewide local sales tax.

The Fiscal Year 2010 State budget included a Proposition 1A diversion of \$1.935 billion in local property tax revenues from cities, counties, and special districts to the State to offset State general fund spending. Such diverted revenues were required to be repaid, with interest, by no later than June 30, 2013. The amount of the Proposition 1A diversion from the City was \$1,307,713. The City participated in the State of California Proposition 1A Receivables Program to securitize its receivable from the State, and, as a result, received the shifted funds in the amount of \$1,307,713, without interest, in two installments in 2010 from the California Statewide Communities Development Authority. See the caption "CITY FINANCIAL INFORMATION—Property Taxes."

### **Proposition 26**

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIII C of the State Constitution to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (a) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (b) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (c) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (d) a charge imposed for entrance to or use of local government property, or the purchase, rental or lease of local government property; (e) a fine, penalty or other monetary charge imposed by the judicial branch of government or a local government as a result of a violation of law; (f) a charge imposed as a condition of

property development; and (g) assessments and property-related fees imposed in accordance with the provisions of Article XIIIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity. The City does not believe that Proposition 26 will adversely affect its General Fund revenues.

### **Future Initiatives**

Articles XIIIIA and XIIIIB and Propositions 62, 218, 22, 1A and 26 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted, further affecting the City's current revenues or its ability to raise and expend revenues.

### **TAX MATTERS**

The following discussion summarizes certain U.S. federal tax considerations generally applicable to holders of the Series 2015 Bonds that acquire their Series 2015 Bonds in the initial offering. The discussion below is based upon laws, regulations, rulings, and decisions in effect and available on the date hereof, all of which are subject to change, possibly with retroactive effect. Prospective investors should note that no rulings have been or are expected to be sought from the U.S. Internal Revenue Service (the "IRS") with respect to any of the U.S. federal tax consequences discussed below, and no assurance can be given that the IRS will not take contrary positions. Further, the following discussion does not deal with U.S. tax consequences applicable to any given investor, nor does it address the U.S. tax considerations applicable to all categories of investors, some of which may be subject to special taxing rules (regardless of whether or not such investors constitute U.S. Holders), such as certain U.S. expatriates, banks, REITs, RICs, insurance companies, tax-exempt organizations, dealers or traders in securities or currencies, partnerships, S corporations, estates and trusts, investors that hold their Series 2015 Bonds as part of a hedge, straddle or an integrated or conversion transaction, or investors whose "functional currency" is not the U.S. dollar. Furthermore, it does not address (i) alternative minimum tax consequences, (ii) the net investment income tax imposed under Section 1411 of the Code, or (iii) the indirect effects on persons who hold equity interests in a holder. This summary also does not consider the taxation of the Series 2015 Bonds under state, local or non-U.S. tax laws. In addition, this summary generally is limited to U.S. tax considerations applicable to investors that acquire their Series 2015 Bonds pursuant to this offering for the issue price that is applicable to such Series 2015 Bonds (i.e., the price at which a substantial amount of the Series 2015 Bonds are sold to the public) and who will hold their Series 2015 Bonds as "capital assets" within the meaning of Section 1221 of the Code.

As used herein, "U.S. Holder" means a beneficial owner of a Series 2015 Bond that for U.S. federal income tax purposes is an individual citizen or resident of the United States, a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), an estate the income of which is subject to U.S. federal income taxation regardless of its source or a trust where a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (as defined in the Code) have the authority to control all substantial decisions of the trust (or a trust that has made a valid election under U.S. Treasury Regulations to be treated as a domestic trust). As used herein, "Non-U.S. Holder" generally means a beneficial owner of a Series 2015 Bond (other than a partnership) that is not a U.S. Holder. If a partnership holds Series 2015 Bonds, the tax treatment of such partnership or a partner in such partnership generally will depend upon the status of the partner and upon the activities of the partnership. Partnerships holding Series 2015 Bonds, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the Series 2015 Bonds (including their status as U.S. Holders or Non-U.S. Holders).

Prospective investors should consult their own tax advisors in determining the U.S. federal, state, local or non-U.S. tax consequences to them from the purchase, ownership and disposition of the Series 2015 Bonds in light of their particular circumstances. For a description of certain California personal income tax matters, see the information set forth on the cover page of this Official Statement.

## U.S. Holders

**Interest.** Interest on the Series 2015 Bonds generally will be taxable to a U.S. Holder as ordinary interest income at the time such amounts are accrued or received, in accordance with the U.S. Holder's method of accounting for U.S. federal income tax purposes.

To the extent that the issue price of any maturity of the Series 2015 Bonds is less than the amount to be paid at maturity of such Series 2015 Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Series 2015 Bonds), the difference may constitute original issue discount ("OID"). U.S. Holders of Series 2015 Bonds will be required to include OID in income for U.S. federal income tax purposes as it accrues, in accordance with a constant yield method based on a compounding of interest (which may be before the receipt of cash payments attributable to such income). Under this method, U.S. Holders generally will be required to include in income increasingly greater amounts of OID in successive accrual periods.

Series 2015 Bonds purchased for an amount in excess of the principal amount payable at maturity (or, in some cases, at their earlier call date) will be treated as issued at a premium. A U.S. Holder of a Series 2015 Bond issued at a premium may make an election, applicable to all debt securities purchased at a premium by such U.S. Holder, to amortize such premium, using a constant yield method over the term of such Series 2015 Bond.

**Sale or Other Taxable Disposition of the Series 2015 Bonds.** Unless a non-recognition provision of the Code applies, the sale, exchange, redemption, retirement (including pursuant to an offer by the Authority or other disposition of a Series 2015 Bond will be a taxable event for U.S. federal income tax purposes. In such event, in general, a U.S. Holder of a Series 2015 Bond will recognize gain or loss equal to the difference between (i) the amount of cash plus the fair market value of property received (except to the extent attributable to accrued but unpaid interest on the Series 2015 Bond, which will be taxed in the manner described above) and (ii) the U.S. Holder's adjusted U.S. federal income tax basis in the Series 2015 Bond (generally, the purchase price paid by the U.S. Holder for the Series 2015 Bond, decreased by any amortized premium, and increased by the amount of any OID previously included in income by such U.S. Holder with respect to such Series 2015 Bond). Any such gain or loss generally will be capital gain or loss. In the case of a non-corporate U.S. Holder of the Series 2015 Bonds, the maximum marginal U.S. federal income tax rate applicable to any such gain will be lower than the maximum marginal U.S. federal income tax rate applicable to ordinary income if such U.S. holder's holding period for the Series 2015 Bonds exceeds one year. The deductibility of capital losses is subject to limitations.

**Information Reporting and Backup Withholding.** Payments on the Series 2015 Bonds generally will be subject to U.S. information reporting and possibly to "backup withholding." Under Section 3406 of the Code and applicable U.S. Treasury Regulations issued there under, a non-corporate U.S. Holder of the Series 2015 Bonds may be subject to backup withholding at the current rate of 28% with respect to "reportable payments," which include interest paid on the Series 2015 Bonds and the gross proceeds of a sale, exchange, redemption, retirement or other disposition of the Series 2015 Bonds. The payor will be required to deduct and withhold the prescribed amounts if (i) the payee fails to furnish a U.S. taxpayer identification number ("TIN") to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a "notified payee underreporting" described in Section 3406(c) of the Code or (iv) the payee fails to certify under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules may be refunded or credited against the U.S. Holder's federal income tax liability, if any, provided that the required information is

timely furnished to the IRS. Certain U.S. holders (including among others, corporations and certain tax-exempt organizations) are not subject to backup withholding. A holder's failure to comply with the backup withholding rules may result in the imposition of penalties by the IRS.

### **Non-U.S. Holders**

**Interest.** Subject to the discussions below under the headings “Information Reporting and Backup Withholding” and “FATCA,” payments of principal of, and interest on, any Series 2015 Bond to a Non-U.S. Holder, other than (1) a controlled foreign corporation, as such term is defined in the Code, which is related to the Authority through stock ownership and (2) a bank which acquires such Series 2015 Bond in consideration of an extension of credit made pursuant to a loan agreement entered into in the ordinary course of business, will not be subject to any U.S. federal withholding tax provided that the beneficial owner of the Series 2015 Bond provides a certification completed in compliance with applicable statutory and regulatory requirements, which requirements are discussed below under the heading “Information Reporting and Backup Withholding,” or an exemption is otherwise established.

**Disposition of the Series 2015 Bonds.** Subject to the discussions below under the headings “Information Reporting and Backup Withholding” and “FATCA,” any gain realized by a Non-U.S. Holder upon the sale, exchange, redemption, retirement (including pursuant to an offer by the Authority) or other disposition of a Series 2015 Bond generally will not be subject to U.S. federal income tax, unless (i) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business within the United States; or (ii) in the case of any gain realized by an individual Non-U.S. Holder, such holder is present in the United States for 183 days or more in the taxable year of such sale, exchange, redemption, retirement (including pursuant to an offer by the Authority) or other disposition and certain other conditions are met.

**U.S. Federal Estate Tax.** A Series 2015 Bond that is held by an individual who at the time of death is not a citizen or resident of the United States will not be subject to U.S. federal estate tax as a result of such individual's death, provided that, at the time of such individual's death, payments of interest with respect to such Series 2015 Bond would not have been effectively connected with the conduct by such individual of a trade or business within the United States.

**Information Reporting and Backup Withholding.** Subject to the discussion below under the heading “FATCA,” under current U.S. Treasury Regulations, payments of principal and interest on any Series 2015 Bonds to a holder that is not a United States person will not be subject to any backup withholding tax requirements if the beneficial owner of the Series 2015 Bond or a financial institution holding the Series 2015 Bond on behalf of the beneficial owner in the ordinary course of its trade or business provides an appropriate certification to the payor and the payor does not have actual knowledge that the certification is false. If a beneficial owner provides the certification, the certification must give the name and address of such owner, state that such owner is not a United States person, or, in the case of an individual, that such owner is neither a citizen nor a resident of the United States, and the owner must sign the certificate under penalties of perjury. The current backup withholding tax rate is 28%.

### **FATCA—U.S. Holders and Non-U.S. Holders**

Sections 1471 through 1474 of the Code, impose a 30% withholding tax on certain types of payments made to foreign financial institutions, unless the foreign financial institution enters into an agreement with the U.S. Treasury to, among other things, undertake to identify accounts held by certain U.S. persons or U.S.-owned entities, annually report certain information about such accounts, and withhold 30% on payments to account holders whose actions prevent it from complying with these and other reporting requirements, or unless the foreign financial institution is otherwise exempt from those requirements. In addition, FATCA imposes a 30% withholding tax on the same types of payments to a non-financial foreign entity unless the entity certifies that it does not have any substantial U.S. owners or the entity furnishes identifying information regarding each substantial U.S. owner. Failure to comply with the additional certification, information

reporting and other specified requirements imposed under FATCA could result in the 30% withholding tax being imposed on payments of interest and principal under the Series 2015 Bonds and sales proceeds of Series 2015 Bonds held by or through a foreign entity. In general, withholding under FATCA currently applies to payments of U.S. source interest (including OID) and will apply to (i) gross proceeds from the sale, exchange or retirement of debt obligations paid after December 31, 2016 and (iii) certain “pass-thru” payments no earlier than January 1, 2017. Prospective investors should consult their own tax advisors regarding FATCA and its effect on them.

The foregoing summary is included herein for general information only and does not discuss all aspects of U.S. federal taxation that may be relevant to a particular holder of Series 2015 Bonds in light of the holder’s particular circumstances and income tax situation. Prospective investors are urged to consult their own tax advisors as to any tax consequences to them from the purchase, ownership and disposition of Series 2015 Bonds, including the application and effect of state, local, non-U.S., and other tax laws.

The form of Bond Counsel’s proposed opinion with respect to the Series 2015 Bonds is attached hereto in Appendix C.

### **FINANCIAL ADVISOR**

The City has retained Fieldman Rolapp & Associates, Inc., Irvine, California (the “Financial Advisor”) as financial advisor in connection with the sale of the Series 2015 Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume any responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

The Financial Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

### **CERTAIN LEGAL MATTERS**

The validity of the Series 2015 Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Los Angeles, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in Appendix C. Bond Counsel and counsel to the Underwriter will receive compensation from the City contingent upon the sale and delivery of the Series 2015 Bonds. Certain legal matters will be passed upon for the City and the Authority by Quintanilla & Associates, a Professional Corporation, Interim City Attorney and interim counsel to the Authority, for the Underwriter by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, and for the Trustee by its counsel.

### **ABSENCE OF LITIGATION**

To the best knowledge of the City and the Authority, there is no action, suit or proceeding pending or threatened either restraining or enjoining the execution or delivery of the Series 2015 Bonds, the Facilities Lease, the Facilities Sublease or the Indenture, or in any way contesting or affecting the validity of the foregoing or any proceedings of the Authority or the City taken with respect to any of the foregoing. There are a number of lawsuits and claims from time to time pending against the City. In the opinion of the City Attorney, and taking into account likely insurance coverage and litigation reserves, there are no lawsuits or claims pending against the City that will materially affect the City’s finances so as to impair its ability to pay Base Rental Payments when due.

## UNDERWRITING

The Series 2015 Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the “Underwriter”). The Underwriter will purchase the Series 2015 Bonds from the Authority at an aggregate purchase price of \$\_\_\_\_\_, representing the principal amount of the Series 2015 Bonds, plus/less \$\_\_\_\_\_ of net original issue premium/discount and less \$\_\_\_\_\_ of Underwriter’s discount.

The initial public offering prices stated on the inside front cover of this Official Statement may be changed from time to time by the Underwriters. The Underwriters may offer and sell the Series 2015 Bonds to certain dealers (including dealers depositing Series 2015 Bonds into investment trusts), dealer banks, banks acting as agents and others at prices lower than said public offering prices.

## RATINGS

S&P is expected to assign the Series 2015 Bonds the rating of “AA” based upon the delivery of the Policy by AGM at the time of issuance of the Series 2015 Bonds and the rating of “A+” notwithstanding the delivery of the Policy. There is no assurance that any credit rating given to the Series 2015 Bonds will be maintained for any period of time or that the ratings may not be lowered or withdrawn entirely by S&P if, in the judgment of S&P, circumstances so warrant. Any downward revision or withdrawal of the ratings may have an adverse effect on the market price of the Series 2015 Bonds. The ratings reflect only the views of S&P, and an explanation of the significance of such ratings may be obtained from S&P. Generally, a rating agency bases its ratings on the information and materials furnished to it and on investigations, studies and assumptions of its own.

None of the Authority, the City or the Underwriter makes any representation as to AGM’s creditworthiness and no representation that AGM’s credit rating will be maintained in the future. S&P has previously taken action to downgrade the ratings of certain municipal bond insurers and has published various releases outlining the processes that S&P intends to follow in evaluating the ratings of financial guarantors. For some financial guarantors, the result of such evaluations could be a rating affirmation, a change in rating outlook, a review for downgrade or a downgrade. Potential investors are directed to S&P for additional information on S&P’s evaluations of the financial guaranty industry and individual financial guarantors, including AGM. See the caption “BOND INSURANCE” for further information relating to AGM.

## CONTINUING DISCLOSURE

Pursuant to a Continuing Disclosure Certificate of the City, dated as of the date of issuance of the Series 2015 Bonds (the “Disclosure Certificate”), the City has covenanted for the benefit of the holders and Beneficial Owners of the Series 2015 Bonds to provide certain financial information and operating data relating to the District by 270 days following the end of the City Fiscal Year (currently its Fiscal Year ends on June 30) (the “Annual Report”), commencing with the report for the Fiscal Year ended June 30, 2015, and to provide notices of the occurrence of certain enumerated events. The Annual Report and the notices of enumerated events will be filed by the City with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system, maintained on the Internet at <http://emma.msrb.org>. The specific nature of the information to be contained in the Annual Report and the notices of enumerated events are set forth in Appendix D. These covenants have been made in order to assist the Underwriter in complying with subsection (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission (“Rule 15c2-12”).

The requirement that the City file its audited financial statements as a part of the Annual Report has been included in the Disclosure Certificate solely to satisfy the provisions of Rule 15c2-12. The inclusion of such information does not mean that the Series 2015 Bonds are secured by any resources or property of the City or any entity other than Base Rental Payments. See the captions “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015 BONDS” and “RISK FACTORS—General Considerations – Security for the Series 2015 Bonds.”



The City and its related entities have previously entered into continuing disclosure undertakings under Rule 15c2-12 in connection with the issuance of municipal obligations. In the past five years, the City and its related entities failed to file certain event notices required by their respective continuing disclosure undertakings on a timely basis relating to bond insurer rating downgrades of which the City was unaware. The City has filed a corrective notice regarding such bond insurer rating downgrades. In addition, the City filed a notice of defeasance of the Authority's 2005 Lease Revenue Bonds in July 2015, approximately 9 months after the defeasance of such obligations.

The City filed its Fiscal Year 2010 audited financial statements and continuing disclosure annual report (the "FY 2010 CDAR") in connection with the Moreno Valley Public Financing Authority 1997 Lease Revenue Bonds (the "1997 Bonds") after the date by which such information was required to be filed pursuant to the continuing disclosure undertaking for the 1997 Bonds. In addition, the FY 2010 CDAR did not include updates of certain Fiscal Year 2010 information that was required to be updated pursuant to the continuing disclosure undertaking for the 1997 Bonds.

In order to promote compliance by the City and its related entities, including the Authority and the Former Agency, with their respective continuing disclosure undertakings, the City has retained Willdan Financial Services ("Willdan") to serve as dissemination agent and assist such entities in complying with their continuing disclosure obligations. Willdan will also perform these duties for the land-secured financings involving the City's community facilities districts. Additionally the City has taken the steps to amend its existing debt policy, which has been approved by the City Council, to ensure future compliance with Rule 15c2-12.

Except as disclosed above, the City has not in the past five years failed to comply with such continuing disclosure undertakings in any material respect.

#### **FINANCIAL STATEMENTS OF THE CITY**

Included as Appendix B are the audited financial statements of the City as of and for the Fiscal Year ended June 30, 2014, together with the report of the Auditor thereon dated November 24, 2014. Such audited financial statements have been included herein in reliance upon the report of the Auditor. The Auditor has not undertaken to update the audited financial statements of the City or its report, or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by the Auditor with respect to any event subsequent to its report dated November 24, 2014.

**MISCELLANEOUS**

Summaries of certain documents and reports do not purport to be complete or definitive and reference is made to such documents and reports for full and complete statements of the contents thereof. Copies of the Indenture, the Facilities Lease, the Facilities Sublease and other documents are available, upon request, and upon payment to the City of a charge for copying, mailing and handling, from the Chief Financial Officer of the City at 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the Authority or the City and the purchasers or Owners of any of the Series 2015 Bonds.

The execution and delivery of this Official Statement have been duly authorized by the Authority and the City.

**MORENO VALLEY PUBLIC FINANCING  
AUTHORITY**

By: \_\_\_\_\_  
Executive Director

**CITY OF MORENO VALLEY**

By: \_\_\_\_\_  
City Manager

Attachment: Preliminary Official Statement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY

**APPENDIX A****SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS**

*The following is a summary of certain provisions of the Master Trust Agreement, the Facilities Lease and the Facilities Sublease which are not described elsewhere. This summary does not purport to be comprehensive and reference should be made to the respective document for a full and complete statement of the provisions thereof.*

[TO COME FROM BOND COUNSEL]

**APPENDIX B**  
**AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE YEAR ENDED JUNE 30, 2014**

**Attachment: Preliminary Official Statement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY**

## APPENDIX C

## PROPOSED FORM OF BOND COUNSEL OPINION

*Upon issuance of the Series 2015 Bonds, Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, proposes to render its final approving opinion with respect to the Series 2015 Bonds in substantially the following form:*

[Date of Delivery]

Moreno Valley Public Financing Authority  
Moreno Valley, California

Moreno Valley Public Financing Authority  
Lease Revenue Bonds, Series 2015 (Taxable)  
(Final Opinion)

Ladies and Gentlemen:

We have acted as bond counsel to the Moreno Valley Public Financing Authority (the “Authority”) in connection with the issuance of \$\_\_\_\_\_ aggregate principal amount of Moreno Valley Public Financing Authority Lease Revenue Bonds, Series 2015 (Taxable) (the “Series 2015 Bonds”), issued pursuant to a Master Trust Agreement, dated as of December 1, 2015 (the “Trust Agreement”), between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Trust Agreement.

In such connection, we have reviewed a Master Facilities Lease, dated as of December 1, 2015 (the “Facilities Lease”), between the City of Moreno Valley (the “City”), as lessor, and the Authority, as lessee; Master Facilities Sublease, dated as of December 1, 2015 (the “Facilities Sublease”), between the Authority, as lessor, and the City, as lessee; the Trust Agreement; opinions of counsel to the Authority, the City and the Trustee; certificates of the Authority, the City, the Trustee and others; and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. Accordingly, this letter speaks only as of its date and is not intended to, and may not, be relied upon or otherwise used in connection with any such actions, events or matters. Our engagement with respect to the Series 2015 Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Authority and the City. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Facilities Lease, the Facilities Sublease and the Trust Agreement. We call attention to the fact that the rights and obligations under the Series 2015 Bonds, the Facilities Lease, the Facilities Sublease and the Trust Agreement and their enforceability may be subject to bankruptcy, insolvency, receivership, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors’ rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases, and to the limitations on legal

remedies against joint powers authorities and cities in the State of California. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the foregoing documents nor do we express any opinion with respect to the state or quality of title to or interest in any of the real or personal property described in or as subject to the lien of the Facilities Lease, the Facilities Sublease or the Trust Agreement or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such property. Our services did not include financial or other non-legal advice. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Series 2015 Bonds and express no opinion with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Series 2015 Bonds constitute the valid and binding limited obligations of the Authority.
2. The Trust Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of, the Authority. The Trust Agreement creates a valid pledge, to secure the payment of the principal of and interest on the Series 2015 Bonds, of the Revenues and any other amounts held by the Trustee in any fund or account established pursuant to the Trust Agreement, except the Rebate Fund, subject to the provisions of the Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth in the Trust Agreement.
3. The Facilities Lease and the Facilities Sublease have been duly executed and delivered by, and constitute the valid and binding obligations of, the Authority and the City.
4. Interest on the Series 2015 Bonds is exempt from State of California personal income taxes. We express no opinion regarding other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Series 2015 Bonds.

Faithfully yours,

## APPENDIX D

### PROPOSED FORM OF CONTINUING DISCLOSURE CERTIFICATE

*Upon issuance of the Series 2015 Bonds, the City proposes to enter into a Continuing Disclosure Certificate in substantially the following form:*

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Moreno Valley (the “City”) in connection with the issuance by the Moreno Valley Public Financing Authority (the “Authority”) of its \$\_\_\_\_ Lease Revenue Bonds, Series 2015 (Taxable) (the “Bonds”). The Bonds are being issued pursuant to a Master Trust Agreement, dated as of December 1, 2015 (the “Indenture”), by and between Wells Fargo Bank, National Association, as trustee and the Authority. The City covenants and agrees as follows:

1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

Annual Report. The term “Annual Report” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

Beneficial Owner. The term “Beneficial Owner” means any person which: (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries); or (b) is treated as the owner of any Bonds for federal income tax purposes.

EMMA. The term “EMMA” means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at <http://emma.msrb.org/>.

Fiscal Year. The term “Fiscal Year” means the one-year period ending on the last day of June of each year.

Holder. The term “Holder” means a registered owner of the Bonds.

Listed Events. The term “Listed Events” means any of the events listed in Sections 5(a) and (b) of this Disclosure Certificate.

Official Statement. The term “Official Statement” means the Official Statement dated November \_\_, 2015 relating to the Bonds.

Participating Underwriter. The term “Participating Underwriter” means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

Rule. The term “Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

3. Provision of Annual Reports.

(a) The City shall provide not later than 270 days following the end of its Fiscal Year (commencing with Fiscal Year 2015) to EMMA an Annual Report relating to the immediately preceding Fiscal Year which is consistent with the requirements of Section 4 of this Disclosure Certificate, which Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the City is unable to provide to EMMA an Annual Report by the date required in subsection (a), the City shall send to EMMA a notice in the manner prescribed by the Municipal Securities Rulemaking Board.

4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) audited financial statements of the City and the Authority for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they come available.

(b) To the extent not included in the audited financial statements provided pursuant to the foregoing Section 4(a), the Annual Report shall contain the following information:

(i) revenues, expenditures, and beginning and ending fund balances relating to the General Fund of the City for the most recent completed Fiscal Year;

(ii) property tax levies and collections for the most recently completed Fiscal Year; and

(iii) outstanding debt of the City for the most recently completed Fiscal Year, including revenue and lease indebtedness.

The items described above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA; provided, that if any document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board; and provided further, that the City shall clearly identify each such document so included by reference.

5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;
2. unscheduled draws on debt service reserves reflecting financial difficulties;
3. unscheduled draws on credit enhancements reflecting financial difficulties;



4. substitution of credit or liquidity providers, or their failure to perform;
5. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability or Notices of Proposed Issue (IRS Form 5701 TEB);
6. tender offers;
7. defeasances;
8. ratings changes; and
9. bankruptcy, insolvency, receivership or similar proceedings.

Note: For the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. unless described in Section 5(a)(5), other notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other events affecting the tax status of the Bonds;
2. modifications to the rights of Bond holders;
3. optional, unscheduled or contingent Bond redemptions;
4. release, substitution or sale of property securing repayment of the Bonds;
5. non-payment related defaults;
6. the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and
7. appointment of a successor or additional trustee or the change of the name of a trustee.

(c) If the City determines that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the City shall file a notice of such occurrence with EMMA in a timely manner not more than ten (10) Business Days after the event.

6. Customarily Prepared and Public Information. Upon request, the City shall provide to any person financial information and operating data regarding the City which is customarily prepared by the City and is publicly available.

7. Termination of Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that, in the opinion of nationally recognized bond counsel, such amendment or waiver is permitted by the Rule.

9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall not thereby have any obligation under this Disclosure Certificate to update such information or include it in any future notice of occurrence of a Listed Event.

10. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Holders or Beneficial Owners of at least 50% aggregate principal amount of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

No Holder or Beneficial Owner of the Bonds may institute such action, suit or proceeding to compel performance unless they shall have first delivered to the City satisfactory written evidence of their status as such, and a written notice of and request to cure such failure, and the City shall have refused to comply therewith within a reasonable time.

11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: December \_\_, 2015

CITY OF MORENO VALLEY

By: \_\_\_\_\_  
Its: City Manager

Attachment: Preliminary Official Statement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY

## APPENDIX E

### BOOK-ENTRY ONLY SYSTEM

*The information in this Appendix concerning DTC and DTC's book-entry only system has been obtained from sources that the Authority, the City and the Underwriter believe to be reliable, but none of the Authority, the City or the Underwriter takes any responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Series 2015 Bonds, payment of principal, premium, if any, accreted value and interest on the Series 2015 Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Series 2015 Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.*

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2015 Bonds. The Series 2015 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered bond will be issued for each annual maturity of the Series 2015 Bonds, each in the aggregate principal amount of such annual maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Series 2015 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2015 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2015 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2015 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2015 Bonds, except in the event that use of the book-entry system for the Series 2015 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2015 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2015 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2015 Bonds; DTC's records reflect only the identity of the Direct

Participants to whose accounts such Series 2015 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2015 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2015 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2015 Bond documents. For example, Beneficial Owners of Series 2015 Bonds may wish to ascertain that the nominee holding the Series 2015 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2015 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2015 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2015 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2015 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Series 2015 Bond Owner shall give notice to elect to have its Series 2015 Bonds purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Series 2015 Bonds by causing the Direct Participant to transfer the Participant's interest in the Series 2015 Bonds, on DTC's records, to the Trustee. The requirement for physical delivery of Series 2015 Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Series 2015 Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Series 2015 Bonds to the Trustee's DTC account. DTC may discontinue providing its services as depository with respect to the Series 2015 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, bonds will be printed and delivered to DTC.

THE TRUSTEE, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE SERIES 2015 BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE SERIES 2015 BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

APPENDIX F

GENERAL INFORMATION REGARDING THE CITY OF MORENO VALLEY AND THE REGION

The following information is presented as general background data. The Series 2015 Bonds are payable solely from the Base Rental Payments under the Facilities Sublease as described in the Official Statement. The taxing power of the City, the State or any political subdivision thereof is not pledged to the payment of the Base Rental Payments or the Series 2015 Bonds.

Location

The City of Moreno Valley (the "City") is centrally located in Southern California, 66 miles east of Los Angeles and 100 miles north of San Diego. The City encompasses approximately 51 square miles of land area in western Riverside County. Geographically, the City is bordered by three low-lying mountain ranges, March Air Reserve Force Base and Lake Perris State Park. The City is situated at the junction of two major highways, California State Highway 60 (the Moreno Valley Freeway) and Interstate 215.

Population

The City is the second largest city in Riverside County with an estimated population of 200,670 as of January 1, 2015. Table F-1 sets forth the total population of the City, the County of Riverside (the "County") and the State of California (the "State").

Table F-1
City of Moreno Valley, County of Riverside and State of California
Population

Table with 6 columns: Entity, 2011, 2012, 2013, 2014, 2015. Rows include Moreno Valley, Riverside County, and California.

Source: State of California, Department of Finance, E-4 Population Estimates for Cities, Counties and the State, 2011-2015, with 2010 Benchmark. Sacramento, California, May 2015.

Attachment: Preliminary Official Statement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY

## Employment

Table F-2 summarizes the labor force, employment and unemployment figures over the period 2010 through 2014 for the City, the County, the State and United States.

**Table F-2**  
**City of Moreno Valley, County of Riverside, State of California and United States**  
**Labor Force, Employment and Unemployment Yearly Average**

<i>Calendar Year and Area</i>	<i>Labor Force</i>	<i>Employment<sup>(1)</sup></i>	<i>Unemployment<sup>(2)</sup></i>	<i>Unemployment Rate (%)<sup>(3)</sup></i>
<b>2010</b>				
Moreno Valley	87,800	74,900	12,900	14.7%
Riverside County	976,200	841,100	135,200	13.8
California	18,336,300	16,091,900	2,244,300	12.2
United States	153,889,000	139,064,000	14,825,000	9.6
<b>2011</b>				
Moreno Valley	87,900	75,600	12,300	14.0%
Riverside County	978,200	849,400	128,800	13.2
California	18,419,500	16,260,100	2,159,400	11.7
United States	153,617,000	139,869,000	13,747,000	8.9
<b>2012</b>				
Moreno Valley	88,800	77,800	11,000	12.4%
Riverside County	989,100	873,900	115,200	11.6
California	18,554,800	16,630,100	1,924,700	10.4
United States <sup>(4)</sup>	154,975,000	142,469,000	12,506,000	8.1
<b>2013</b>				
Moreno Valley	89,500	80,100	9,400	10.5%
Riverside County	998,600	899,800	98,800	9.9
California	18,671,600	17,002,900	1,668,700	8.9
United States <sup>(4)</sup>	155,389,000	143,929,000	11,460,000	7.4
<b>2014</b>				
Moreno Valley	90,500	82,600	8,000	8.8%
Riverside County	1,010,700	927,300	83,400	8.2
California	18,811,400	17,397,100	1,414,300	7.5
United States <sup>(4)</sup>	155,922,000	146,305,000	9,617,000	6.2

<sup>(1)</sup> Includes persons involved in labor-management trade disputes.

<sup>(2)</sup> Includes all persons without jobs who are actively seeking work.

<sup>(3)</sup> The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.

<sup>(4)</sup> Not strictly comparable with data for prior years.

Source: California Employment Development Department, based on March 2014 benchmark and U.S. Department of Labor, Bureau of Labor Statistics

Table F-3 summarizes employment by Industry in the Riverside-San Bernardino-Ontario Metropolitan Statistical Area (“MSA”) from 2010 to 2014. Manufacturing, Retail Trade, Services and Government are the largest employment sectors in the Riverside-San Bernardino-Ontario MSA.

**Table F-3**  
**Riverside-San Bernardino-Ontario Metropolitan Statistical Area**  
**Annual Average Industry Employment 2010-2014**

	<i>Calendar Year</i>				
	<i>2010</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>2014</i>
Civilian Labor Force	1,802,100	1,800,000	1,812,800	1,818,300	1,922,900
Civilian Employment	1,543,700	1,556,100	1,594,900	1,633,400	1,766,300
Civilian Unemployment	258,400	243,900	217,900	184,900	156,600
Civilian Unemployment Rate	14.3%	13.6%	12.0%	10.2%	8.1%
Total Farm	15,000	14,900	15,000	14,500	14,300
Total Nonfarm	1,144,700	1,148,000	1,180,300	1,231,900	1,299,500
Total Private	910,400	920,600	955,700	1,006,700	1,056,400
Goods Producing	145,900	145,200	150,500	158,600	168,500
Natural Resources and Mining	1,000	1,000	1,200	1,200	1,300
Construction	59,700	59,100	62,600	70,000	77,000
Manufacturing	85,200	85,100	86,700	87,300	90,200
Service Providing	998,900	1,002,800	1,029,800	1,073,300	1,116,700
Trade, Transportation and Utilities	270,900	276,500	288,500	300,600	315,000
Wholesale Trade	48,700	49,200	52,200	56,400	59,000
Retail Trade	155,500	158,500	162,400	164,800	168,700
Transportation, Warehousing and Utilities	66,600	68,800	73,900	79,400	87,300
Information	14,000	12,200	11,700	11,500	11,200
Financial Activities	41,000	39,900	40,900	42,200	42,700
Professional and Business Services	123,600	126,000	127,500	132,400	137,800
Educational and Health Services	154,100	157,600	167,200	184,500	193,600
Leisure and Hospitality	122,800	124,000	129,400	135,900	144,300
Other Services	38,200	39,100	40,100	41,100	43,200
Government	<u>234,300</u>	<u>227,500</u>	<u>224,600</u>	<u>225,200</u>	<u>228,800</u>
Total, All Industries	<u>1,159,700</u>	<u>1,162,900</u>	<u>1,195,300</u>	<u>1,246,400</u>	<u>1,299,500</u>

Note: Does not include proprietors, self-employed, unpaid volunteers or family workers, domestic workers in households and persons involved in labor-management trade disputes. Employment reported by place of work. Items may not add to total due to independent rounding. The “Total, All Industries” data is not directly comparable to the employment data found in this Appendix C.

Source: State of California, Employment Development Department, March 2014 Benchmark.

## Commercial Activity

Trade outlet and retail sales activity are summarized in Tables F-4 and F-5 based on reports of the State Board of Equalization.

**Table F-4**  
**City of Moreno Valley**  
**Total Taxable Transactions and Number of Sales Permits**  
**2010 through 2014<sup>(1)</sup>**  
**(Dollars in Thousands)**

<i>Calendar Year</i>	<i>Total Retail Stores</i>	<i>Total Retail Stores Permits</i>	<i>Total Taxable Transactions</i>	<i>Total Issued Permits</i>
2010	\$ 994,464	1,652	\$1,067,546	2,154
2011	1,092,691	1,693	1,172,223	2,198
2012	1,185,877	1,732	1,275,922	2,231
2013	1,240,243	1,616	1,349,129	2,116
2014 <sup>(1)</sup>	309,369	1,641	347,141	2,138

<sup>(1)</sup> Through first quarter.

Source: California State Board of Equalization.

**Table F-5**  
**City of Moreno Valley**  
**Retail Sales**  
**2010 through 2014<sup>(1)</sup>**  
**(Dollars in Thousands)**

<i>Type of Business</i>	<i>2010</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>2014<sup>(1)</sup></i>
Apparel Stores	\$ 72,118	\$ 74,107	\$ 87,871	\$ 98,978	\$ 23,915
General Merchandise Stores	239,866	250,607	255,502	258,862	58,107
Food Stores	81,341	82,516	84,447	84,981	20,834
Eating/Drinking Places	150,713	161,054	174,706	186,885	50,592
Home Furnishing	22,901	23,044	16,927	12,361	3,210
Building Materials	78,985	79,177	85,822	91,247	24,674
Auto Dealers	126,172	150,504	205,299	230,751	59,189
Service Stations	163,294	197,564	199,696	197,899	49,289
Other Retail Stores	59,075	74,118	75,607	78,280	19,559
Retail Stores Totals	\$ 994,464	\$ 1,092,691	\$ 1,185,877	\$ 1,240,243	\$ 309,369
All Other Outlets	73,082	79,532	90,045	108,886	37,772
Total All Outlets	\$ 1,067,546	\$ 1,172,223	\$ 1,275,922	\$ 1,349,129	\$ 347,141

<sup>(1)</sup> Through first quarter.

Source: California State Board of Equalization.



## Assessed Valuation

Table F-6 sets forth the City's assessed valuation of property for Fiscal Years 2010 through 2014.

**Table F-6**  
**City of Moreno Valley**  
**Assessed Valuation of Taxable Property**  
**Fiscal Years 2010 to 2014**  
**(Dollars in Thousands)**

<i>Fiscal Year Ended June 30</i>	<i>Secured Value</i>	<i>Unsecured Value</i>	<i>Total Assessed and Estimated Full Value</i>
2010	\$10,625,910	\$236,904	\$10,862,814
2011	10,516,338	238,786	10,755,124
2012	10,561,585	271,336	10,832,921
2013	10,646,415	342,094	10,988,509
2014	11,042,637	352,337	11,394,974

Source: City of Moreno Valley Comprehensive Annual Financial Report for the year ending June 30, 2014.

Table F-7 is a summary of the property tax levies and total collections for Fiscal Years 2010 through 2014.

**Table F-7**  
**City of Moreno Valley**  
**Property Tax Levies and Collections**  
**Fiscal Years Ending June 30, 2010 to June 30, 2014**

<i>Fiscal Year Ended June 30</i>	<i>Collected within the Fiscal Year of Levy</i>			<i>Collections in Subsequent Years</i>	<i>Total Collections to Date</i>	
	<i>Taxes Levied</i>	<i>Amount</i>	<i>Percent of Levy</i>		<i>Amount</i>	<i>Percent of Levy</i>
2010	\$35,573,656	\$35,492,693	99.77%	\$ 80,963	\$35,573,656	100.00%
2011	33,713,334	33,658,226	99.84	55,108	33,713,334	100.00
2012	33,226,437	33,172,713	99.84	53,724	33,226,437	100.00
2013	25,630,602	25,580,901	99.81 <sup>(1)</sup>	49,701	25,630,602	100.00
2014	26,906,254	26,862,040	99.84	44,214	26,906,254	100.00

<sup>(1)</sup> Beginning in Fiscal Year 2013, redevelopment tax increment was no longer included in the calculation for the levy and the collections.

Source: City of Moreno Valley Comprehensive Annual Financial Report for the fiscal year ended June 30, 2014.

## Building Activity

Table F-8 summarizes building activity in the City of Moreno Valley since 2010.

**Table F-8**  
**City of Moreno Valley**  
**Building Permit Valuations**  
**2010-2014**  
**(Dollars in Thousands)**

	2010	2011	2012	2013	2014
<u>Residential</u>					
Single Family	\$ 27,663.2	\$ 6,606.1	\$ 2,064.4	\$ 42,615.9	\$ 12,681.2
Multi-Family	6,812.7	0.0	13,268.3	4,970.0	0.0
Alteration/Additions	<u>1,713.2</u>	<u>1,573.3</u>	<u>1,313.1</u>	<u>2,093.1</u>	<u>2,548.0</u>
Total	\$ 36,189.2	\$ 8,179.4	\$ 16,645.8	\$ 49,679.0	\$ 15,229.2
<u>Non-Residential</u>					
New Commercial	\$ 63,044.8	\$ 58,430.5	\$ 2,076.0	\$ 1,007.3	\$ 20,308.1
New Industry	0.0	0.0	0.0	71,432.6	89,400.0
Other <sup>(1)</sup>	3,474.6	3,627.9	1,913.0	2,569.4	22,244.6
Alteration/Additions	<u>7,955.0</u>	<u>15,032.4</u>	<u>8,781.6</u>	<u>34,559.0</u>	<u>28,413.3</u>
Total	\$ 73,900.6	\$ 77,090.8	\$ 12,776.6	\$ 109,568.3	\$ 160,366.0
<u>Total</u>	\$ 110,089.7	\$ 85,270.2	\$ 29,422.4	\$ 159,247.3	\$ 175,595.2
Single Family Units <sup>(2)</sup>	91	23	12	133	46
Multi-Family Units <sup>(2)</sup>	<u>70</u>	<u>0</u>	<u>54</u>	<u>60</u>	<u>0</u>
Total	161	23	66	193	46

<sup>(1)</sup> Includes churches and religious buildings, hospitals and institutional buildings, schools and educational buildings, residential garages, public works and utilities buildings and non-residential alterations and additions.

<sup>(2)</sup> Not in thousands.

Source: Construction Industry Research Board.

## Utilities

The City receives water service from the Eastern Municipal Water District, Sunnymead Mutual Water Company, Moreno Valley Mutual Valley Mutual Water Company and Edgemont Gardens Mutual Company. The City is also serviced by Verizon and Southern California Gas Company. Electrical service for most of the City's developed areas is provided by Southern California Edison. The City has established an electric utility that is providing service for the remainder of the City.

## Transportation

The City is centrally located within the Inland Empire. Highways passing through the City include California State Highway 60 and Interstate 215. California State Highway 60 connects in Riverside to California State Highway 91, which connects to Orange County and Long Beach. California State Highway 60 and Interstate 215 provide access Interstate 10 within 15 miles of the City. Rail service in the City includes the Burlington Northern Santa Fe branch line. There is one local freight daily, which services the Edgemont area of Moreno Valley and areas on the west side of Interstate 215. The main line service in Riverside has stop locations at the Union Pacific, Southern Pacific and Burlington Northern Santa Fe stations. Metrolink commuter rail service in Riverside to Los Angeles and Orange County.

Ontario International Airport (owned and operated by Los Angeles World Airports), approximately 31 miles northwest of the City, is served by AeroMexico, Alaska Airlines, American Airlines, Delta Air Lines, Southwest Airlines, United Airlines/United Express, US Airways and Volaris. Various airlines provide freight

services at Ontario International Airport. Riverside Municipal Airport has general aviation facilities with 5,400 feet and 1,600 feet runways.

### **Education**

The City is served by two public school districts: Moreno Valley Unified School District and Val Verde Unified School District. Moreno Valley Unified School District has 23 elementary schools, six middle schools, five comprehensive high schools, one charter school, one adult school, one continuation school, a community day school, one pre-school and one academic center. Val Verde Unified School District serves the communities of Perris, Mead Valley and Moreno Valley. Val Verde Unified District has one pre-school, 13 elementary schools, five middle schools and four high schools.

The City is also home to Moreno Valley Community College.

### **Recreation and Culture**

Lake Perris State Park offers boating, swimming, water-skiing, fishing and camping within its 8,300 acres. Box Springs Mountain Park provides trails for hiking and horseback riding. The City centralized location allows residents to visit nearby mountain resorts, Palm Springs and the beach cities with relative ease. Three golf courses are available, including the 27 hole Moreno Valley Rancho Golf Club, ranks among the top 75 public courses in the U.S. The City's park system consists of 29 parks with 328 acres. The City offers a variety of recreational activities for adults and youth. The City is served by the City's library system.

**APPENDIX G**  
**SPECIMEN MUNICIPAL BOND INSURANCE POLICY**

**Attachment: Preliminary Official Statement (1760 : ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY**



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk

**AGENDA DATE:** November 10, 2015

**TITLE:** APPOINTMENT TO THE ARTS COMMISSION - TEENAGE MEMBER

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Appoint Ian McPherson to the Arts Commission as a teenage member with a term expiring three years after the effective date of appointment, or until high school graduation, whichever comes first.
2. If vacancy is not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the position as vacant and carry over the current application for reconsideration of appointment at a future date.

### **SUMMARY**

Applications were accepted by the City Clerk's Office to fill a vacancy for the Arts Commission (teenage member position). Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

### **DISCUSSION**

The Arts Commission has one vacant teen member position with a term expiring three years after the effective date of appointment, or until high school graduation, whichever comes first. The City Clerk's Office received one application from Ian McPherson.

The Arts Commission considers matters pertaining, but not limited, to the planning for the arts in the City; facilitating interaction among artists; promoting arts activities and

education; and researching possible sources of funding, in addition to public funds for potential City public art projects.

**ALTERNATIVES**

Teenage members on the Arts Commission provide input on activities and programs for teenagers in the City. Choosing to fill the teen position on the Arts Commission will result in increased participation of the teenage population, which is consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointment.

**FISCAL IMPACT**

N/A

**NOTIFICATION**

1. Posting of Notices of Opening
2. Publication of the agenda
3. Report and agenda emailed to applicant

**PREPARATION OF STAFF REPORT**

Prepared By:  
Ewa Lopez  
Deputy City Clerk, CMC

Department Head Approval:  
Jane Halstead  
City Clerk, CMC

**CITY COUNCIL GOALS**

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

**ATTACHMENTS**

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/04/15 11:20 AM
City Manager Approval	<u>✓ Approved</u>	11/04/15 1:53 PM