



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

March 7, 2017

REGULAR MEETING – 6:00 PM

City Council Study Sessions

Second Tuesday of each month – 6:00 p.m.

City Council Meetings

Special Presentations – 5:30 P.M.

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

City Council Closed 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 72 hours before the meeting. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Victoria Baca, Mayor Pro Tem
David Marquez, Council Member

Dr. Yxstian A. Gutierrez, Mayor

Jeffrey J. Giba, Council Member
Vacant

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 7, 2017

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Employee of the Quarter - 4th Quarter - Larry Jaime

2. Firefighter of the Year - Fire Captain Robert Patterson

3. Business Spotlight
 - a) Be Happy Cafe (District 1)
 - b) Shrimp Factory (District 2)

**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
MARCH 7, 2017**

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

Troy Shedeed, Generations Church

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 - NOV 15, 2016 6:00 PM

Recommendation: Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - SPECIAL MEETING (REGULAR MEETING) - NOV 29, 2016 6:00 PM

Recommendation: Approve as submitted.

- A.4. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2016/2017 AS OF JULY 1, 2016 AND REIMBURSABLE ACTIVITIES REPORT FOR JULY 1, 2016 - JANUARY 31, 2017 (Report of: City Clerk)

Recommendation:

1. Receive and file the Fiscal Year 2016/2017 Council Discretionary Expenditure Reports and the Reimbursable Activities Report as of July 1, 2016 through January 31, 2017.

- A.5. MORENO VALLEY COLLEGE LETTER OF INTEREST (Report of: Economic Development)

Recommendation:

1. That the City Council approve the Letter of Interest (LOI) between the City of Moreno Valley and Moreno Valley College to develop a strategic educational partnership; and
2. Authorize the Economic Development Director to execute the LOI.

- A.6. FIRST AMENDMENT TO THE EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH STONECREEK COMPANY (Report of: Economic Development)

Recommendations:

1. Approve a First Amendment to the Exclusive Right to Negotiate agreement with StoneCreek Company regarding the proposed development of City-owned property at Cactus Avenue and Day Street.
2. Authorize the City Manager or designee to execute the First Amendment to the Exclusive Right to Negotiate agreement with StoneCreek Company.
3. Authorize the City Manager or designee to negotiate a Purchase and Sale Agreement to sell a small portion of the property and a Ground Lease for the remainder during the Exclusive Right to Negotiate period, for the development of City-owned property at Cactus Avenue and Day Street.

A.7. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

Recommendation:

1. Ratify the list of personnel changes as described.

A.8. APPROVAL OF SECOND AMENDMENT TO CONTRACT WITH TRUEPOINT SOLUTIONS FOR DEVELOPMENT SERVICES SOFTWARE AND PROFESSIONAL SERVICES (Report of: City Manager)

Recommendation:

1. Authorize the City Manager to execute a second amendment to a contract with TruePoint Solutions, LLC, in a form approved by the City Attorney, for professional services and development services related software for an additional amount of \$98,700 with a total contract amount not to exceed \$195,750 and approve recommended budget appropriations and adjustments.

A.9. PA12-0005 (TRACT 36436) – APPROVE COOPERATIVE AGREEMENT AMONG THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND KB HOME CALIFORNIA LLC FOR THE QUINCY STREET CHANNEL, STAGE 3 AND LINE G-10, LOCATED ON THE EAST SIDE OF QUINCY STREET BETWEEN BRODIAEA AVENUE AND CACTUS AVENUE. DEVELOPER: KB HOME CALIFORNIA LLC (Report of: Public Works)

Recommendations:

1. Approve the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (the District), the City of Moreno Valley, and KB Home California LLC for the Quincy Street Channel, Stage 3, and Line G-10.

2. Authorize the City Manager to execute the Cooperative Agreement.
3. Direct the City Clerk to forward the signed Cooperative Agreement to the District.

A.10. ACCEPTANCE OF THE FISCAL YEAR 2016 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT AWARD (Report of: Fire Department)

Recommendation:

1. Accept the Fiscal Year 2016 State Homeland Security Program (SHSP) grant award of \$30,425 from the Riverside County Emergency Management Department and approve the associated budget adjustments.

A.11. ACCEPTANCE OF THE FISCAL YEAR 2016 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM (EMPG) GRANT AWARD (Report of: Fire Department)

Recommendation:

1. Accept the Fiscal Year 2016 Emergency Management Performance Grant Program (EMPG) grant award of \$35,746 from the Riverside County Emergency Management Department.

A.12. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO JEREMY HARRIS CONSTRUCTION, INC. FOR THE INTERIM COTTONWOOD BASIN PROJECT NO. 804 0013 (Report of: Public Works)

Recommendations:

1. Award a construction contract to Jeremy Harris Construction, Inc., 19466 Lurin Avenue, Riverside, CA 92508, the lowest responsible bidder, for the Interim Cottonwood Basin.
2. Authorize the City Manager to execute a contract with Jeremy Harris Construction, Inc.
3. Authorize the issuance of a Purchase Order for Jeremy Harris Construction, Inc., in the amount of \$96,668 (\$87,880 bid amount plus 10% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Jeremy Harris Construction, Inc. up to, but not exceeding, the contingency amount of \$8,788 subject to the approval of the City Attorney.

A.13. PAYMENT REGISTER - DECEMBER 2016 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

A.14. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ROADWAY ENGINEERING & CONTRACTING, INC. FOR THE FARRAGUT AVENUE SIDEWALK IMPROVEMENTS FROM SHERMAN AVENUE TO ELSWORTH STREET PROJECT NO. 801 0066 (Report of: Public Works)

Recommendations:

1. Award a construction contract to Roadway Engineering & Contracting, Inc., for the Farragut Avenue Sidewalk Improvements from Sherman Avenue to Elsworth Street.
2. Authorize the City Manager to execute a contract with Roadway Engineering & Contracting, Inc.
3. Authorize the issuance of a Purchase Order for Roadway Engineering & Contracting, Inc. in the amount of \$395,397.90 (329,498.25 bid amount plus 20% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract with Roadway Engineering & Contracting, Inc. up to, but not exceeding, a total ceiling of \$475,000.00 subject to the approval of the City Attorney.

A.15. ORDINANCE AMENDING THE MUNICIPAL CODE TO REFLECT APPOINTMENT AUTHORITY OF DIRECTLY ELECTED MAYOR (Received First Reading and Introduction on February 21, 2017 by a 3-0-1 vote) (Report of: City Attorney)

Recommendations: That the City Council:

1. Adopt Ordinance No. 920, an Ordinance of the City Council of the City of Moreno Valley, California, amending Municipal Code Section 2.28.010 E, to comply with the State law related to the appointment authority of a Directly Elected Mayor; conduct first reading by title only and set the second reading and adoption for the March 7th meeting.

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 NOVEMBER 15, 2016 (See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - REGULAR MEETING OF NOVEMBER 29, 2016 (See A.3)

Recommendation: Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - REGULAR MEETING OF NOVEMBER 15, 2016 (See A.2)

Recommendation: Approve as submitted.

- C.3. MINUTES - REGULAR MEETING OF NOVEMBER 29, 2016 (See A.3)

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 NOVEMBER 15, 2016 (See A.2)

Recommendation: Approve as submitted.

- D.3. MINUTES - REGULAR MEETING OF NOVEMBER 29, 2016 (See A.3)

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 Sergeant-at-Arms.

- E.1. MUNICIPAL CODE UPDATE – SECTIONS 9.14.210 AND 9.14.230 - AUTHORIZING THE CITY ENGINEER TO EXECUTE IMPROVEMENT SECURITY AGREEMENTS AND RELEASE OR REDUCE IMPROVEMENT SECURITIES AND DESIGNATING THE CITY ENGINEER TO ACCEPT STREETS AND PORTIONS THEREOF INTO THE CITY MAINTAINED STREET SYSTEM (Report of: Public Works)

Recommendations: That the City Council:

1. Conduct a Public Hearing on proposed amendment to Sections 9.14.210(B), 9.14.210(C), and 9.14.230 of the City of Moreno Valley Municipal Code.
2. Introduce Ordinance No. 921. An Ordinance of the City Council of the City of Moreno Valley, California, thereby amending the City of Moreno Valley Municipal Code Sections 9.14.210(B), 9.14.210(C), and 9.14.230 related to improvement securities and acceptance of completed improvements into the City maintained street system.
3. Set the second reading and adoption of the Ordinance for the next regularly scheduled Council Meeting on March 21, 2017.

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. HIRE MOVAL - HIRE A MOVAL GRAD PROGRAM (Report of: Financial & Management Services)

Recommendations:

1. Implement the Hire a MoVal Grad Program as part of the Hire MoVal incentives program to encourage Moreno Valley businesses to hire Moreno Valley residents who have recently graduated with a degree and/or certification from an accredited Riverside County educational institution. The Hire a MoVal Grad Program would be offered as a pilot program for fiscal years (FYs) 2017/18 and 2018/19.
2. Approve a General Fund allocation of \$50,000 per FY, for FYs 2017/18 and 2018/19, to be distributed to businesses in increments of \$1,000 for each MoVal Grad hired, up to a maximum of 5 new hires per FY, and retained in accordance with the Hire MoVal Grad program guidelines.
3. Direct staff to publicize the Hire a MoVal Grad Program.

G.3. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

G.4. 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

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

PUBLIC INSPECTION

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

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

ADJOURNMENT

CERTIFICATION

I, Kathy Gross, Executive Assistant to the 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

Kathy Gross
Executive Assistant
City Clerk's Office

Date Posted: February 23, 2017

**MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
November 15, 2016**

CALL TO ORDER - 5:00 PM

SPECIAL PRESENTATIONS

1. 2347 : Epilepsy Awareness Presentation
2. 2348 : Epilepsy Awareness Month Proclamation
3. Employee of the Quarter - 3rd Quarter - Linda Wilson
4. Officer of the Quarter - 2nd Quarter - Officer Juan Andrade
5. Recognition of Volunteers (Jempson/Price)
6. Business Spotlight a) Rancho Belago Dance Company (District 3)

**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
November 15, 2016**

CALL TO ORDER

The 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 was called to order at 6:20 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright.

INVOCATION

Pastor Benjamin N. Thomas, Jr., A.K. Quinn A.M.E. Church.

ROLL CALL

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

ABSENT

Council:	George E. Price	Council Member
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INTRODUCTIONS

Staff:	Michelle Dawson	City Manager
	Martin D. Koczanowicz	City Attorney
	Marie Macias	Interim City Clerk
	Marshall Eyerman	Chief Financial Officer
	Thomas M. DeSantis	Assistant City Manager
	Joel Ontiveros	Police Chief
	Abdul Ahmad	Fire Chief

Minutes Acceptance: Minutes of Nov 15, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Terrie Stevens
 Gabriel Garcia
 Mike Lee
 Allen Brock
 Kathy Gross

Administrative Services Director
 Parks & Community Services Director
 Economic Development Director
 Community Development Director
 Executive Assistant

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

Roy Bleckert

1. MVUSD meeting conflicts
2. Measure L
3. 2017

Keith Howerton

1. Thanksgiving - Inspirational message

Jose Chavez

1. Better organization in City
2. Thank you for your Service, Jesse Molina, LaDonna Jempson and George Price

Robert Harris

1. Thank you LaDonna and George for your service; maybe Jesse Molina
2. Comments regarding Jesse Molina and rumors of going to DA

Tom Jerele, Sr.

1. Veterans Day Event
2. Kudos to "Robbie" at golf course
3. Thank you to outgoing Council Members

Louise Palomarez

1. Congratulations to Mayor Gutierrez and Victoria Baca
2. Well wishes to outgoing Council Members

Jorge Quintero

1. School District meetings conflicting with City Council meeting days

Santiago Hernandez

1. Congratulations to Dr. Gutierrez, Victoria Baca and David Marquez
2. Well wishes to outgoing Council Members - Thank you for your service
3. Unity for Moreno Valley

Pedro Garcia

1. Thank you to those who were elected
2. Unity for Moreno Valley

Lorena Hernandez

1. Thanked the Lord for the new City Council Members victory.

Socorro Gutierrez

1. Well wishes and congratulations for Mayor Gutierrez.

Nazzy Moscovici

1. Congratulations to Yxstian Gutierrez
2. School Board issues

Frank Wright

1. Congratulations to Mayor Gutierrez
2. Thank you to staff
3. Thank you for your service and well wishes to Jesse Molina and LaDonna Jempson

Antonio Reza

1. Election results
2. Thanked the outgoing Council Members for their service and the good they've done
3. Unity for Moreno Valley

Leonardo Gonzalez

1. Unity and prosperity

Rafael Brugueras

1. LED lights up at Nason and Alessandro

Mayor announced that this concludes public comments at this time, so they can conduct business.

Mayor Gutierrez asked if there were any Council Members wishing to have their closing comments early.

Council Members comments, if any:

Council Member Jempson

1. Attended the Moreno Valley Chamber Mixer - Meet the Military on November 10th. Everyone is encouraged to thank our Veterans and to remember their importance.
2. Council Member Jempson hopes the incoming Council Members will be as responsive to the community; stating she did the best she could do and did it well.
3. Thank you to staff and thanked the community.

Council Member Molina

1. Thank you to everyone involved. The City will prosper and thanked the audience

and residents of Moreno Valley for putting up with him.

JOINT CONSENT CALENDARS (SECTIONS A-D)

Mayor Gutierrez opened the agenda items for the Consent Calendars for public comments, which were received from Rafael Brugueras (A.3, A.5)

Motion to Approve Joint Consent Calendar Items A.1 through D.2

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jeffrey J. Giba, Mayor Pro Tem
SECONDER:	Jesse L. Molina, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, Jesse L. Molina, D. LaDonna Jempson
ABSENT:	George E. 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 - Aug 16, 2016 6:00 PM

Recommendation: Approve as submitted.

- A.3. ORDINANCE REGULATING SMOKE SHOP USES CITYWIDE (Report of: Community Development)

Recommendations: That the City Council:

1. Conduct a Public Hearing on proposed amendments, related to citywide regulations of Smoke Shop uses, to Title 5 and Title 9 of the City of Moreno Valley Municipal Code.
2. **CERTIFY** that the proposed Ordinance [(amendment to the Municipal Code (PA16-0025)] qualifies as an exemption in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines.
3. **INTRODUCE** Ordinance No. 917, thereby approving PA16-0025 for the amendment of the City of Moreno Valley Municipal Code to modify Titles 5 and 9, including modification of the Permitted Uses Table attached as Exhibit A, related to the citywide regulation of Smoke Shop uses.

Minutes Acceptance: Minutes of Nov 15, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

- A.4. ADOPTION OF 2016 CALIFORNIA BUILDING CODES, CALIFORNIA CODE OF REGULATIONS, TITLE 24, INCORPORATING THE LATEST EDITIONS OF THE MODEL CODES WITH AMENDMENTS (Report of: Community Development)

Recommendations: That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Ordinance.
2. Introduce Ordinance No. 915, an Ordinance of the City Council of the City of Moreno Valley, California, amending Title 8 of the City of Moreno Valley Municipal Code by repealing and replacing Chapters 8.20, 8.22, 8.23, 8.24, 8.26, 8.36 and adopting, as modified, the California Building Standards Code, California Code of Regulations, Title 24; the 2016 California Building Code; the 2016 California Mechanical Code; the 2016 California Residential Code; the 2016 California Plumbing Code; the 2016 California Electrical Code; the 2016 California Fire Code; and adopting other regulations relating to Building and Fire Prevention requirements.

- A.5. AUTHORIZATION TO AWARD BIDS FOR THE FURNISHING AND DELIVERY OF MAJOR EQUIPMENT FOR THE KITCHING SWITCHYARD (Report of: Financial & Management Services)

Recommendations:

1. Award the Bid to ABB, the lowest responsible bidder, for the purchase of Circuit Breakers and authorize the issuance of a Purchase Order to ABB for \$172,443.
2. Award the Bid to Southern States, the lowest responsible bidder, for the purchase of Disconnect Switches and authorize the issuance of a Purchase Order to Southern States for \$81,180.
3. Award the Bid to ABB, the lowest responsible bidder, for the purchase of Potential Transformers and authorize the issuance of a Purchase Order to ABB for \$112,177.
4. Award the Bid to ABB, the lowest responsible bidder, for the purchase of Voltage Transformers and authorize the issuance of a Purchase Order to ABB for \$99,481.
5. Award the Bid to Siemens Power T&D, the lowest responsible bidder, for the purchase of Surge Arresters and authorize the issuance of a Purchase Order to Siemens Power T&D for \$23,688.

6. Award the Bid to ABB, the lowest responsible bidder, for the purchase of Metering Units and authorize the issuance of a Purchase Order to ABB for \$65,197.
7. Award the Bid to Crown Technical, the lowest responsible bidder, for the purchase of a Mechanical Electrical Equipment Room and authorize the issuance of a Purchase Order to Crown Technical for \$373,963.
8. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related minor change orders up to, but not exceeding, the contingencies for each equipment as stated in the report, subject to the approval of the City Attorney.

A.6. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

Recommendation:

1. Ratify the list of personnel changes as described.

A.7. AUTHORIZATION TO SUBMIT SUSTAINABILITY PLANNING GRANTS PROGRAM APPLICATIONS TO SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) (Report of: Community Development)

Recommendation:

1. Adopt Resolution No. 2016-73, a resolution of the City Council of the City of Moreno Valley, California, in support of and participation with the Southern California Association of Governments Sustainable Planning Grants Program; and authorize staff to submit two applications to Southern California Association of Governments' (SCAG) 2016 Sustainability Planning Grants Program.

A.8. TRACT 22180-3 – LEGACY PARK - ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS AT THE NORTHEAST CORNER OF GENTIAN AVENUE AND INDIAN STREET DEVELOPER: RSI COMMUNITIES LLC (Report of: Public Works)

Recommendations:

1. Accept the Agreement and Security for Public Improvements for RSI Communities LLC.
2. Authorize the Mayor to execute the Agreement.
3. Direct the City Clerk to forward the signed Agreement to the County

Recorder's Office for recordation.

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

- A.9. OFFER OF DEDICATION FOR STREET RIGHT-OF-WAY PURPOSES ON KITCHING STREET AND EDWIN ROAD, APN 312-250-016 - KITCHING STREET ELECTRICAL SUBSTATION AND SWITCHYARD, PROJECT NO. 805 0027 (Report of: Financial & Management Services)

Recommendations:

1. Authorize the City Manager to execute the Offer of Dedication for street right-of-way purposes on Kitching Street and Edwin Road, APN 312-250-016.
2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with the Acceptance Certificate to the County Recorder's Office for recordation.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF AUGUST 16, 2016 (See A.2)

Recommendation: Approve as submitted.

- B.3. APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC. TO PROVIDE LANDSCAPE MAINTENANCE AT CITY FACILITIES AND AQUEDUCT LANDSCAPING (Report of: Parks & Community Services)

Recommendations:

1. Approve the Amendment to the existing Agreement with Mariposa Landscapes, Inc., Irwindale, CA to provide landscape maintenance at City Facilities and Aqueduct Landscaping.
2. Authorize the City Manager to execute the Amendment to the Agreement for Professional Services with Mariposa Landscapes, and

issuance of the Purchase Order for service beginning once the Agreement has been fully executed.

3. Authorize the City Manager to execute any subsequent related Amendments to the Agreement, including the authority to authorize Purchase Orders in accordance with the terms of the Agreement, which are subject to the City Attorney's approval, and the City Council's approval of sufficient funding appropriations.

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 AUGUST 16, 2016 (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 AUGUST 16, 2016 (See A.2)

Recommendation: Approve as submitted.

E. PUBLIC HEARINGS - NONE

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

G. REPORTS

G.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

Mayor Gutierrez opened the agenda item for public comments, which were received from Rafael Brugueras.

March Joint Powers Commission (JPC) - No Report

Riverside County Habitat Conservation Agency (RCHCA) - No Report

Riverside County Transportation Commission (RCTC)

Mayor Gutierrez provided an update from the Riverside County Transportation Commission (RCTC) meeting on November 9: the Board approved an agreement with the South Coast Air Quality Management District for a Major Event Center Transportation Programs grant for \$1.2 million. The grant funding will be used to implement rail and shuttle service to the Coachella Music Festival and Stagecoach Country Music Festival in the City of Indio.

In addition, the Board approved a consultant agreement for the final design and right of way acquisition for the Interstate 215 / Placentia Avenue Interchange Improvement project. This is the first construction project to move forward in support of the Mid County Parkway.

Lastly, the Board approved an Interstate 15 Express Lanes Project Finance Plan, which includes the addition of \$50 million in federal Congestion Mitigation and Air Quality (CMAQ) and /or Surface Transportation Block Grant (STBG) funds for design-build costs related to the project. The \$496 million project will construct two tolled express lanes in each direction between the I-15/Cajalco Road interchange and the 15/60 interchange.

Riverside Transit Agency (RTA)

Council Member Molina provided an update from the November 2 Administration and Operations Committee meeting, the Board approved amending the Fiscal Year 2016/2017 Short Range Transit Plan to provide shuttle service from the Downtown Riverside Metrolink Station to Downtown Riverside to provide alternative transportation options to relieve congestion from the Festival of Lights event. Route 54 will be revised to run to Orange Street and 5th Street on certain dates between Thanksgiving and Christmas.

Also, the Board authorized a promotional fare to help raise awareness and remind students and parents that public transportation is an available option during the winter holiday break. The Youth Holiday Fare of 25 cents per boarding will run from December 18, 2016 through January 8, 2017 for all fixed routes including CommuterLink express buses.

Western Riverside Council of Governments (WRCOG)

Mayor Pro Tem Giba provided a brief update of items covered at the WRCOG Executive Committee meeting on November 7, 2016.

Western Riverside Energy Leader Partnership Update

The Cool Planet Award recognizes contributions of Southern California Edison (SCE) customers who have demonstrated leadership in energy and carbon management. The City of Moreno Valley was recently recognized with a Cool Planet Award for its involvement in SCE's Energy Leadership Partnership, and

achieving over 300,000 kWh savings from 2013 - 2016.

BEYOND Framework Fund Program

The BEYOND Framework Fund Program was intended to help develop and implement projects that can improve Western Riverside County's quality of life by addressing components such as economy, water, education, environment, health, and transportation. A successful Round 1 BEYOND project was submitted by the City of Moreno Valley. The Community Enhancement Project has replaced 38 computers at the Employment Resources Center and provided facility upgrades enhancing the quality and usability of the resource center.

SCAG Sustainability Planning Grants

Funding is available by SCAG for non-infrastructure projects that support the goals of the 2016-2040 Regional Transportation Plan and Sustainable Communities Strategy. The City of Moreno Valley will be taking advantage of this opportunity by submitting two Strategic Plan initiated proposals under the "Integrated Land Use" category to include:

- Nason Street Corridor Phase II: Town Center Study Area Plan
- A New General Plan Healthy Communities Element

Western Riverside County Regional Conservation Authority (RCA)

Council Member Jempson provided an update from the RCA Board meeting on November 7, 2016.

Multiple Species Habitat Conservation Plan Local Development Mitigation Fee Collection and Civic/Infrastructure Contribution Report

The Riverside County Regional Conservation Authority reports monthly on Multiple Species Habitat Conservation Plan local development mitigation fee collection and Civic/Infrastructure contributions. The report for September provides \$1,125,877 in receipts. Individually, the City of Moreno Valley provided 23 residential permits consisting of 19.1 acres for a remitted dollar amount of \$181,561.

School District/City Joint Task Force - No Report

Southern California Association of Governments (SCAG)

Economic Development Summit will be December 1, please contact our office for more information.

SCAG is working closely with Lucy Jones on an earthquake program and more will be included in the upcoming SCAG update that will be coming out shortly.

Attended the housing conference and there is a housing shortage and lack of afford ability statewide. We need to work on all of the housing in our State and in Moreno Valley, so for those who want to know more should attend the meetings when possible.

Box Springs Mutual Water District (BSMWD)

It's very important for the shareholders to look out for a newsletter coming out. The meeting will be the third Monday in January and she could not stress enough that all the shareholders need to attend.

Item G.3. was heard before Item G.2.

G.2. 2016 REFUNDING OF THE 2007 LEASE REVENUE BONDS (Report of: Financial & Management Services)

Mayor Gutierrez opened the agenda item for public comments, which were received from Rafael Brugueras (Supports)

Recommendations: That the City Council and Moreno Valley Public Financing Authority:

1. Adopt Resolution No. 2016-72, A Resolution of the City Council of the City of Moreno Valley, California, approving the issuance by the Moreno Valley Public Financing Authority of not to exceed \$26,500,000 aggregate principal amount of Lease Revenue Refunding Bonds, Series 2016 (Taxable) to refund certain outstanding bonds; authorizing execution and delivery of a First Amendment to Master Facilities Lease, a First Amendment Master Facilities Sublease and a Bond Purchase Agreement; Approving the form of Official Statement; and authorizing execution of documents and the taking of all necessary actions relating to the refinancing with the Moreno Valley Public Financing Authority.
2. Adopt Resolution No. MVPFA 2016-01, a Resolution of the Moreno Valley Public Financing Authority (MVPFA) authorizing the issuance and sale of Lease Revenue Refunding Bonds to refund certain outstanding bonds; Approving the forms of a First Supplement to Master Trust Agreement, a First Amendment to Master Facilities Lease, a First Amendment to 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.

Motion to Approve Staff's Recommendation No. 1

RESULT: APPROVED [UNANIMOUS]
MOVER: Jesse L. Molina, Council Member
SECONDER: D. LaDonna Jempson, Council Member
AYES: Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, Jesse L. Molina, D. LaDonna Jempson
ABSENT: George E. Price

Motion to Approve Staff's Recommendation No. 2

RESULT: APPROVED [UNANIMOUS]
MOVER: Jesse L. Molina, Council Member
SECONDER: Jeffrey J. Giba, Mayor Pro Tem
AYES: Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, Jesse L. Molina, D. LaDonna Jempson
ABSENT: George E. Price

G.3. APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS (Report of: City Clerk)

Mayor Gutierrez opened the agenda item for public comments, which were received from Louise Palomarez, Robert Harris, and Rafael Brugueras.

Recommendations: That the City Council:

1. Appoint those applicants who receive a majority vote by the City Council.
2. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

Motion to Approve the Appointment of Virgil Chancy to the Accessibility Appeals Board for a term expiring June 30, 2019, pending a background check.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dr. Yxstian A. Gutierrez, Mayor
SECONDER: Jeffrey J. Giba, Mayor Pro Tem
AYES: Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, Jesse L. Molina, D. LaDonna Jempson
ABSENT: George E. Price

Motion to Approve the Appointment of Fernando Guzman to the Arts Commission for a term expiring June 30, 2017, pending a background check.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dr. Yxstian A. Gutierrez, Mayor
SECONDER: Jesse L. Molina, Council Member
AYES: Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, Jesse L. Molina, D. LaDonna Jempson
ABSENT: George E. Price

Motion to Approve the Appointment of Virgil Chancy to the Environmental & Historical Preservation Board for a term expiring June 30, 2019, pending a background check.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dr. Yxstian A. Gutierrez, Mayor
SECONDER: Jesse L. Molina, Council Member
AYES: Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, Jesse L. Molina, D. LaDonna Jempson
ABSENT: George E. Price

Motion to Approve the Appointment of teen member Tiffany Ann Deگو to the Parks & Recreation Commission for a term expiring September 23, 2017.

RESULT: APPROVED [UNANIMOUS]
MOVER: Dr. Yxstian A. Gutierrez, Mayor
SECONDER: D. LaDonna Jempson, Council Member
AYES: Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, Jesse L. Molina, D. LaDonna Jempson
ABSENT: George E. Price

Motion to Approve the Appointment of Frank Wright to the Traffic Safety Commission for a term expiring June 30, 2017, pending a background check.

RESULT: APPROVED [UNANIMOUS]
MOVER: Jesse L. Molina, Council Member
SECONDER: Dr. Yxstian A. Gutierrez, Mayor
AYES: Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, Jesse L. Molina, D. LaDonna Jempson
ABSENT: George E. Price

Motion to Approve the Appointment of Stephen Lafond for the Customer of Moreno Valley Utility to the Utilities Commission for a term expiring June 30, 2019, pending a background check.

Minutes Acceptance: Minutes of Nov 15, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

RESULT:	APPROVED [3 TO 0]
MOVER:	D. LaDonna Jempson, Council Member
SECONDER:	Dr. Yxstian A. Gutierrez, Mayor
AYES:	Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, D. LaDonna Jempson
ABSTAIN:	Jesse L. Molina
ABSENT:	George E. Price

Motion to Approve the Appointment of Juan D. Solis for the Business Customer of Moreno Valley Utility to the Utilities Commission for a term expiring June 30, 2019, pending a background check.

Motion by Mayor Gutierrez, Motion Failed due to a lack of a second. Mayor requested this item to be added with the other vacancies to readvertise.

Motion to direct the City Clerk to readvertise the vacancies that were not filled and to carryover any remaining applications for consideration at a future date.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jeffrey J. Giba, Mayor Pro Tem
SECONDER:	Jesse L. Molina, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, Jesse L. Molina, D. LaDonna Jempson
ABSENT:	George E. Price

G.4. CITY MANAGER'S REPORT

No Report

G.5. CITY ATTORNEY'S REPORT

No Report

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

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

Mayor Pro Tem Giba

1. Responded to residents regarding Measure L, where it began a year ago to wear us off extra tax.
2. School District and possibility of changing nights to Wednesday.
3. Jesse has done a tremendous job.
4. The Lord tells us to pray for persons in positions of authority.
5. Happy Thanksgiving.

Mayor Gutierrez

1. Thank you for attending the Veterans Ceremony and especially Shanna Palau for her hard work.
2. Thank you to Jesse for his 8 years of service and your service as Mayor.
3. Happy Thanksgiving and stay safe.

ADJOURNMENT

There being no further business the Regular Meeting was adjourned at 8:15 p.m.

Submitted by:

Marie Macias, MMC, Interim City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority
 Secretary, Board of Library Trustees

Approved by:

Dr. Yxstian Gutierrez, 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

**MINUTES
SPECIAL 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**

**SPECIAL MEETING (REGULAR MEETING) – 6:00 PM
November 29, 2016**

CALL TO ORDER

The Special 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 was called to order at 6:03 p.m. by Mayor Pro Tem Giba in the Council Chamber located at 14177 Frederick Street.

Mayor Pro Tem Giba announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Tom Jerele Sr.

INVOCATION

Miss Tashai Carlton
Local Spiritual Assembly of the Bahá'ís of Moreno Valley

ROLL CALL

Council:	Jeffrey J. Giba	Mayor Pro Tem
	George E. Price	Council Member
	Jesse L. Molina	Council Member
	D. LaDonna Jempson	Council Member
Absent:	Yxstian A. Gutierrez	Mayor
Staff:	Michelle Dawson	City Manager
	Martin Koczanowicz	City Attorney
	Marie Macias	Interim City Clerk
	Marshall Eyerman	Chief Financial Officer
	Thomas M. DeSantis	Assistant City Manager
	Terrie Stevens	Administrative Services Director
	Ewa Lopez	Deputy City Clerk

Minutes Acceptance: Minutes of Nov 29, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

A. REPORTS

A.1. CONFLICT OF INTEREST (Report of: City Attorney)

Mayor Pro Tem Giba opened the agenda item for public comments, which were received from Kelly Fitzpatrick, Scott Heveran, Rafael Brugueras, Robert Harris, Louise Palomarez, Roy Bleckert and Santiago Hernandez.

Recommendations: That the City Council:

1. Consider, and if desired, by majority approve the proposed Resolution of the City Council of the City of Moreno Valley, California, Adding “Governmental Agency Employer” to the Conflict of Interest and Disclosure Subsection of the Rules of Procedure for Council Meetings and Related Functions and Activities.

RESULT:	APPROVED [3 TO 0]
MOVER:	Jesse L. Molina, Council Member
SECONDER:	D. LaDonna Jempson, Council Member
AYES:	Jeffrey J. Giba, Jesse L. Molina, D. LaDonna Jempson
ABSTAIN:	George E. Price
ABSENT:	Dr. Yxstian A. Gutierrez

A.2. CAMPAIGN CONTRIBUTION LIMITATIONS (Report of: City Attorney)

Mayor Pro Tem Giba opened the agenda item for public comments, which were received from Tom Jerele Sr., Rafael Brugueras, Scott Heveran, Roy Bleckert, Louise Palomarez, Santiago Hernandez, Virginia Alvarez, Leonardo Gonzalez, and Sandra Murphy.

Recess at 7:39 p.m.

Reconvened at 7:51 p.m.

Recommendations: That the City Council:

1. Consider, and if desired by a majority, approve the proposed Resolution of the City Council of the City of Moreno Valley, California, Adding “Disclosure of Campaign Contributions” to the Conflict of Interest and Disclosure Subsection of the Rules of Procedure for Council Meetings.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	D. LaDonna Jempson, Council Member
SECONDER:	Jesse L. Molina, Council Member
AYES:	Jeffrey J. Giba, George E. Price, Jesse L. Molina, D. LaDonna Jempson
ABSENT:	Dr. Yxstian A. Gutierrez

A.3. LIBRARY FINANCING DISTRICT (FOR DISCUSSION ONLY) (Report of: City Manager)

Giba suggested to agendize for early study session.

Mayor Pro Tem Giba opened the agenda item for public comments, which were received from Rafael Brugueras, Robert Harris, Louise Palomarez, Roy Bleckert, and Sandra Murphy.

No action required.

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 Jempson

1. The City of Moreno Valley will have a lot of holiday activities on December 3, including Snow Day, holiday craft fair, lighting of holiday tree, and a snowman contest. Letter "M" is going to be lid up. She thanked Commissioner Baker and his group for maintaining this location. Encourages residents to join these holiday events.

Council Member Molina

1. He would like to know who the Santa Claus will be.

Council Member Price

1. He congratulated newly elected council members and the Mayor.
2. He met with council member-elect Marquez and shared some of the projects he has been working on.
3. He stated that he is looking forward to this Saturday, as he was working a long time to get the Christmas tree up.

Mayor Pro Tem Giba

1. He congratulated all elected council members; will continue to serve on behalf of the entire City.
2. He thanked staff for being here.

ADJOURNMENT

There being no further business the Special Regular Meeting was adjourned at 8:53 p.m.

Submitted by:

Marie Macias, MMC, Interim City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority
 Secretary, Board of Library Trustees

Approved by:

Dr. Yxstian Gutierrez, 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: Marie Macias, Interim City Clerk

AGENDA DATE: March 7, 2017

TITLE: COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2016/2017 AS OF JULY 1, 2016 AND REIMBURSABLE ACTIVITIES REPORT FOR JULY 1, 2016 - JANUARY 31, 2017

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Fiscal Year 2016/2017 Council Discretionary Expenditure Reports and the Reimbursable Activities Report as of July 1, 2016 through January 31, 2017.

SUMMARY

This staff report is prepared at the request of the City Council to provide transparency with respect to the expenditure of City funds from City Council Discretionary Expenditure Accounts and Reimbursable Activities. These reports are for each Council Member's year to date expenditures for Fiscal Year 2016/2017, as of July 1, 2016. Each Council District receives an annual budget allocation of \$3,000. The Mayor receives an additional \$3,000 annually. The reports include each transaction with a clear description of the expenditure.

These new reports have been posted to the City's website. The reports are also included routinely in the City Council agenda as an additional means of distributing the report to the Council and public.

The Expenditure and Reimbursable Activities Reports for the Mayor differential and five independent council districts list, in date order, the transactions allocated to the discretionary expenditure accounts. These reports are unaudited as of the date of this transmittal. Since the reports are reconciled to the City's general ledger, they will be considered audited and final with the completion of the independent audit for FY

2016/17 when completed by Vasquez & Company.

These reports will continue to be provided on a monthly basis, posted to the City’s website, and included on the City Council agenda for the first regular meeting of each month. The reports will follow the same cycle, and will appear with the monthly payment register on City Council agendas in the future.

NOTIFICATION

Posting of the agenda as required by the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Angel Migao
Executive Assistant to Mayor/City Council

Department Head Approval:
Marie Macias
Interim City Clerk

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. January 2017 PDF Discretionary Funds & Reimburseables Reports

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/23/17 7:45 AM
City Attorney Approval	<u>✓ Approved</u>	2/23/17 8:26 AM
City Manager Approval	<u>✓ Approved</u>	2/23/17 8:27 AM



MAYOR DIFFERENTIAL

Fiscal Year 2016/2017 Council Discretionary Expenditures

Account: 1010-10-01-10010-620130

July 1, 2016 - January 31, 2017

Date	Amount	Description
	\$ -	<i>No expenditures to report for July, August, September and October.</i>
11/4/2016	\$ 25.00	Moreno Valley College Second Annual Veterans Scholarship Breakfast
12/7/2016	\$ 11.19	CA Transportation Commission Holiday Reception
1/13/2017	\$ 15.00	Adelante
1/25/2017	\$ 20.00	MVCC Wake-Up Moreno Valley
1/1/3017	\$ 25.00	LOC Riverside County Division General Meeting
	\$ 96.19	TOTAL Council Discretionary Expenditures for FY 16/17 (Mayor Differential)
	\$ 3,000.00	FY 16/17 Budget Amount
	\$ 2,903.81	FY 16/17 Budget Amount Remaining

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

Updated as of: 2/22/17



COUNCIL DISTRICT 1

Fiscal Year 2016/2017 Council Discretionary Expenditures

Account: 1010-10-01-10010-620111

July 1, 2016 - January 31, 2017

Date	Amount	Description
7/31/2016	\$ 14.95	Audible books membership for community book reading group
8/31/2016	\$ (44.85)	Audible books membership - 4 months credit and cancellation of services
9/1/2016	\$ 8.00	Parking County of Riverside SCAG Meeting
9/14/2016	\$ 35.00	March ARB Tour and Breakfast
9/16/2016	\$ 25.00	LOC Media & Crisis Communication Training
9/24/2016	\$ 20.00	MVCC Wake-Up Moreno Valley
9/29/2016	\$ 100.00	7th Annual Inland Empire Economic Forecast Event
10/20/2016	\$ 259.00	T-Now Luncheon Meeting
10/20/2016	\$ 50.00	17th Annual Raincross Trophy Dinner
10/29/2016	\$ 500.00	Palm Middle School PTSA Fun Run Event
11/4/2016	\$ 25.00	Moreno Valley College Second Annual Veterans Scholarship Breakfast
11/19/2016	\$ 130.00	452nd Air Mobility Wing Military Ball
12/8/2016	\$ 67.61	Mileage for travel to SoCal Latina@ Mayors Policy Seminar
12/21/2016	\$ 20.00	LOC Riverside County Division Meeting
1/13/2017	\$ 35.00	Paint the Night Away Event - March ARB Museum
1/31/2017	\$ (45.00)	RECLASS - 452nd Air Mobility Wing Tour for George Price
	\$ 1,199.71	TOTAL Council Discretionary Expenditures for FY 16/17
	\$ 3,000.00	FY 16/17 Budget Amount
	\$ 1,800.29	FY 16/17 Budget Amount Remaining

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

Updated as of: 2/22/17



COUNCIL DISTRICT 2

Fiscal Year 2016/2017 Council Discretionary Expenditures

Account: 1010-10-01-10010-620112

July 1, 2016 - January 31, 2017

Date	Amount	Description
7/1/2016	\$ 25.00	LCC Riverside County Division General Meeting
7/31/2016	\$ 20.00	Wake-up Moreno Valley Meeting
7/31/2016	\$ 75.00	BIA Riverside County Meeting
8/29/2016	\$ 50.00	BIA Riverside County Dinner
8/31/2016	\$ 80.00	BIA Golf/Winery Tour/Dinner
8/31/2016	\$ (80.00)	BIA Golf/Winery Tour/Dinner - Credit/Refund Event
8/31/2016	\$ 84.70	Sam's Club - farewell refreshments for Commissioner Van Natta
8/31/2016	\$ 29.17	Albertson's - farewell refreshments for Commissioner Van Natta
8/31/2016	\$ 93.00	The Cupcake & Espresso Bar -farewell reception Commision Van Netta
8/31/2016	\$ 47.75	MASH BASH March Field Air Museum Event
8/19/2016	\$ 317.83	Durden Plaque Installation Ceremony Refreshments
9/6/2016	\$ 15.00	Adelante
9/20/2016	\$ 45.00	BIA Desert Water Panel Meeting
10/3/2016	\$ 100.00	Sponsorship of Victory Outreach Church Live Entertainment Event
10/4/2016	\$ 50.00	The Salvation Army 7th Annula Soup-er Stars Luncheon
10/5/2016	\$ 50.00	2016 State of Riverside County Luncheon
10/7/2016	\$ 25.00	LOC Annual Conference Breakfast Meeting
10/8/2016	\$ 47.75	MASH BASH March Field Air Museum Event
10/11/2016	\$ 100.00	Bright Angels at Heart Autism Campaign Dinner
10/14/2016	\$ 125.00	BIA Riverside County Installation & Awards Celebration
10/14/2016	\$ 40.00	LOC Riverside County Division General Meeting and Dinner
10/20/2016	\$ 50.00	17th Annual Raincross Trophy Dinner
11/4/2016	\$ 25.00	Moreno Valley College Second Annual Veterans Scholarship Breakfast
11/6/2016	\$ 20.00	MVCC Wake-Up Moreno Valley
11/19/2016	\$ 65.00	452nd Air Mobility Wing Military Ball
11/30/2016	\$ 11.19	Mobility 21 Transporation Meeting
12/15/2016	\$ 55.00	Desert Builder Panel BIA Palm Desert Meeting
1/3/2017	\$ 25.00	MVCC 2017 Installation Dinner & Awards Banquet
1/9/2017	\$ 25.00	LOC Riverside County Division General Meeting
1/13/2017	\$ 75.00	Moreno Valley College 2nd Annual Dr. Martin Luther King, Jr. Scholarship Breakfast
1/19/2017	(\$420.75)	CALED Conference Registration Refund
1/31/2017	\$ 20.00	MVCC Wake-Up Moreno Valley
1/31/2017	\$ 45.00	BIA Riverside County Meeting
	\$ 1,335.64	TOTAL Council Discretionary Expenditures for FY 16/17

\$ 3,000.00 FY 16/17 Budget Amount
\$ **1,664.36** *FY 16/17 Budget Amount Remaining*

Source: Unaudited financial data from the City's accounting records.
Updated as of: 2/22/17



COUNCIL DISTRICT 3

Fiscal Year 2016/2017 Council Discretionary Expenditures

Account: 1010-10-01-10010-620113

July 1, 2016 - January 31, 2017

Date	Amount	Description
7/1/2016	\$ 25.00	LCC Riverside County Division General Meeting 7/11/16
7/31/2016	\$ 20.00	MVCC Wake-up Moreno Valley Meeting 7/27/16
7/31/2016	\$ 241.64	Sponsor - MV Parks & Community Services - Programs/Classes Fee Sponsorship
8/24/2016	\$ 20.00	MVCC Wake-up Moreno Valley Meeting 8/24/16
9/6/2016	\$ 15.00	Adelante 9/6/16
9/28/2016	\$ 35.00	March ARB Tour & 452nd Air Mobility Wing Civic Leader Tour & Breakfast
9/28/2016	\$ 20.00	MVCC Wake-Up Moreno Valley
10/5/2016	\$ 50.00	2016 State of Riverside County Luncheon
10/7/2016	\$ 25.00	LOC Annual Conference Breakfast Meeting
10/26/2016	\$ 20.00	MVCC Wake-up Moreno Valley Meeting 10/25/16
11/4/2016	\$ 25.00	Moreno Valley College Second Annual Veterans Scholarship Breakfast
11/15/2016	\$ 44.00	Reimbursement of phone call to Council Meeting from NY
11/19/2016	\$ 130.00	452nd Air Mobility Wing Military Ball
11/28/2016	\$ 100.00	Sponsorship of Operation Holiday Cheer
11/28/2016	\$ 100.00	Sponsorship of Toy Drive
11/30/2016	\$ 45.00	BIA Riverside County Meeting
12/15/2016	\$ 45.00	BIA Desert Region Builder Panel Meeting
1/13/2017	\$75.00	Moreno Valley College 2nd Annual Dr. Martin Luther King, Jr. Scholarship Breakfast
1/31/2017	\$45.00	RECLASS - 452nd Air Mobility Wing Tour from District 1 for George Price
	\$ 1,080.64	TOTAL Council Discretionary Expenditures for FY 16/17
	\$ 3,000.00	FY 16/17 Budget Amount
	\$ 1,919.36	FY 16/17 Budget Amount Remaining

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

Updated as of: 2/22/17



COUNCIL DISTRICT 4

Fiscal Year 2016/2017 Council Discretionary Expenditures

Account: 1010-10-01-10010-620114

July 1, 2016 - January 31, 2017

Date	Amount	Description
7/31/2016	\$ 20.00	Wake-up Moreno Valley Meeting 7/27/16
		No expenditures to report for August 2016
9/20/2016	\$ 300.00	Rancho Belago Cowboys Football Team Sponsorship 9/20/16
9/26/2016	\$ 621.30	Sponsorship of Victory Outreach Church Live Entertainment Event
		No expenditures to report for October 2016
		No expenditures to report for November 2016
		No expenditures to report for December 2016
		No expenditures to report for January 2017
	\$ 941.30	TOTAL Council Discretionary Expenditures for FY 16/17
	\$ 3,000.00	FY 16/17 Budget Amount
	\$ 2,058.70	FY 16/17 Budget Amount Remaining

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

Updated as of: 2/22/17



COUNCIL DISTRICT 5

Fiscal Year 2016/2017 Council Discretionary Expenditures

Account: 1010-10-01-10010-620115

July 1 2016 - January 31, 2017

Date	Amount	Description
7/1/2016	\$ 25.00	LCC Riverside County Division General Meeting 7/11/16
7/18/2016	\$ 60.00	Sponsor - Moreno Valley High School Class Reunion 1966
8/3/2016	\$ 216.00	Sponsorship LoveFest Event 8/13/16
8/3/2016	\$ 75.00	Honor our Heroes Veterans Cemetary Fundraiser Event 10/22/16
8/30/2016	\$ (47.75)	Reimbursement of Ticket for Council Member Jempson to MASH BASH event
8/31/2016	\$ 94.96	MASH BASH - March Air Field Museum 10/13/16
9/20/2016	\$ 45.00	BIA Desert Water Panel Meeting
9/28/2016	\$ 20.00	MVCC Wake-Up Moreno Valley 9/28/16
10/4/2016	\$ 15.00	Adelante Meeting 10/4/16
10/5/2016	\$ 40.00	LOC Division Meeting Inland Empire Division 10/21/16
10/7/2016	\$ 25.00	LOC Annual Conference Breakfast Meeting 10/7/16
10/13/2016	\$ 443.00	Universal Soccer Sponsorship of park rental fees
11/4/2016	\$ 25.00	Moreno Valley College Second Annual Veterans Scholarship Breakfast
11/14/2016	\$ 15.00	Carols By Candlelight MV Master Chorale Concert
11/14/2016	\$ 739.00	Sponsorship of MVUSD Facility Use for Victory Outreach Event
11/19/2016	\$ 65.00	452nd Air Mobility Wing Military Ball
11/28/2016	\$ 246.75	Sponsorship of Operation Holiday Cheer
	\$ 2,101.96	TOTAL Council Discretionary Expenditures for FY 16/17
	\$ 3,000.00	FY 16/17 Budget Amount
	\$ 898.04	FY 16/17 Budget Amount Remaining

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

Updated as of: 2/22/17

*Reports on Reimbursable Activities
December 1, 2016 – January 31, 2017*

Council Member	Date	Meeting	Cost
Jeffrey J. Giba	1/3/2017	Moreno Valley Chamber of Commerce 2017 Installation Dinner & Awards Banquet	\$25.00
	1/9/2017	LOC Riverside County Division General Meeting	\$25.00
	1/13/2017	Moreno Valley College 2 nd Annual Dr. Martin Luther King, Jr. Scholarship Breakfast	\$75.00
	1/19/2017	CALED Conference Registration Refund	(\$420.75)
	1/31/2017	MVCC Wake-Up Moreno Valley	\$20.00
	1/31/2017	BIA Riverside County Meeting	\$45.00
Dr. Yxstian A. Gutierrez	1/3/2017	MVHCC Adelante	\$15.00
	1/25/2017	MVCC Wake-Up Moreno Valley	\$20.00
	1/30/2017	LOC Riverside County Division General Meeting	\$25.00
Victoria Baca	1/13/2017	Paint the Night Away Event – March ARB Museum	\$35.00
	1/31/2017	RECLASS - 452 nd Air Mobility Wing Tour for George Price	(\$45.00)
David Marquez	1/13/2017	Moreno Valley College 2 nd Annual Dr. Martin Luther King, Jr. Scholarship Breakfast	\$75.00
	1/31/2017	RECLASS – 452 nd Air Mobility Wing Tour from District 1 for George Price	\$45.00

Notification

Publication of Agenda

Preparation of Staff Report**Prepared By:**

Angel Migao
Executive Assistant to
Mayor/City Council

Department Head Approval:

Marie Macias

Interim City Clerk



Report to City Council

TO: Mayor and City Council

FROM: Mike Lee, Economic Development Director

AGENDA DATE: March 7, 2017

TITLE: MORENO VALLEY COLLEGE LETTER OF INTEREST

RECOMMENDED ACTION

Recommendation:

1. That the City Council approve the Letter of Interest (LOI) between the City of Moreno Valley and Moreno Valley College to develop a strategic educational partnership; and
2. Authorize the Economic Development Director to execute the LOI.

SUMMARY

Moreno Valley College (MVC) has executed a Letter of Interest (LOI) to further develop a strategic partnership that seeks to pursue educational initiatives that enhance the quality of life for Moreno Valley residents, address the critical workforce development needs of the business community and help prepare Moreno Valley residents for the jobs of the future in growing fields such as, but not limited to logistics, health care and technology

DISCUSSION

Through the Momentum MoVal Strategic Plan, the City of Moreno Valley has committed to expand the local economy through the development of strategic partnerships, job creation and an increased focus on workforce development. Preparing for the local economy for the jobs of the future requires a commitment from key sectors of the community including education, government, industry, nonprofits and workforce development.

Recognizing that community college programs are critical to improving the quality of life for local residents and to access high quality jobs, the City of Moreno Valley actively

sought to combine resources with Moreno Valley College. MVC is the 111th Community College in California and helps more than 7,000 students per semester to complete associate's degrees, transfer to a four-year college or university, or pursue a career certificate that qualifies them to enter careers in the fastest growing fields in the Inland Empire.

Dr. Irving Hendrick, Interim President of Moreno Valley College, signed the attached Letter of Interest as part of a coordinated good faith effort to enter into a unique educational partnership to benefit the community. The LOI (Attachment A) outlines MVC's interest in partnering with the City to accomplish the following:

- Develop a strategic partnership to pursue job readiness programs for high demand industries in the area, such as health care and logistics.
- Participate in the City's Business Visitation Program to meet and greet major employers within the City.
- Assist the City and businesses in identifying industry specific and workforce development training and curriculum needs.
- Assist the City and businesses in distribution of new job recruitment, workshops and hiring opportunities.

FISCAL IMPACT

No fiscal impact.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Jackie Melendez
Project Manager

Department Head Approval:
Mike Lee
Economic Development Director

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.

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development

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

Objective 1.3: Promote local hiring through the expansion of local, quality, high paying jobs, and workforce development efforts.

ATTACHMENTS

- 1. Moreno Valley College LOI

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/15/17 6:10 PM
City Attorney Approval	<u>✓ Approved</u>	2/21/17 9:51 AM
City Manager Approval	<u>✓ Approved</u>	2/21/17 2:58 PM

January 12, 2017

Dr. Irving Hendrick, Ed.D., Interim President
 Moreno Valley College
 16130 Lasselle Street
 Moreno Valley, CA 92551-2045

RE: City of Moreno Valley and Moreno Valley College Collaboration – Letter of Interest

Dear Dr. Hendrick:

Please accept this Letter of Interest from the City of Moreno Valley Economic Development Department ("City") as confirmation of our interest in strengthening our partnership with Moreno Valley College ("College") to develop a strategic educational partnership. This correspondence is no more than a letter of interest and as such is non-binding on either party.


In August of 2016, the Moreno Valley City Council adopted Momentum MoVal, a Strategic Plan governing the City's direction for the next five years. Momentum MoVal calls for several Economic Development initiatives pertaining to workforce development, business development and the creation of strategic partnerships. The City believes the goal of furthering education and training opportunities is in ideal alignment with the College's focus of providing educational offerings to Moreno Valley residents. To that end, the City and College desires to further its own initiatives and its partnership, to explore the following opportunities:

- Development of a strategic partnership to pursue job readiness programs for high demand industries in the area, such as health care and logistics.
- Participate in the City's Business Visitation Program to meet and greet major employers within the City.
- Assist the City and businesses in identifying industry specific and workforce development training and curriculum needs.
- Assist the City and businesses in distribution of new job recruitment, workshops and hiring opportunities.

This Letter of Interest is not binding, but it does reflect a good-faith effort on the part of the City and the College to enter into a unique strategic educational partnership to benefit Moreno Valley students and residents. Should the terms of the letter agreement deem acceptable, please kindly execute in counterpart in order to commence said partnership.

Sincerely,

Mike Lee
 Economic Development Director


 Dr. Irving Hendrick, Ed.D.
 Interim President, Moreno Valley College

Cc: Dr. Melody Graveen



Report to City Council

TO: Mayor and City Council

FROM: Mike Lee, Economic Development Director
MinuteTraq Admin,

AGENDA DATE: March 7, 2017

TITLE: FIRST AMENDMENT TO THE EXCLUSIVE RIGHT TO
NEGOTIATE AGREEMENT WITH STONECREEK
COMPANY

RECOMMENDED ACTION

Recommendations:

1. Approve a First Amendment to the Exclusive Right to Negotiate agreement with StoneCreek Company regarding the proposed development of City-owned property at Cactus Avenue and Day Street.
2. Authorize the City Manager or designee to execute the First Amendment to the Exclusive Right to Negotiate agreement with StoneCreek Company.
3. Authorize the City Manager or designee to negotiate a Purchase and Sale Agreement to sell a small portion of the property and a Ground Lease for the remainder during the Exclusive Right to Negotiate period, for the development of City-owned property at Cactus Avenue and Day Street.

SUMMARY

On December 15, 2015, the City Council approved an Exclusive Right to Negotiate (“ERN” – see Attachment 1) with StoneCreek Company (“StoneCreek”) for the development of City-owned property at Cactus Avenue and Day Street. Due to conditions beyond the developer’s control, StoneCreek is requesting additional time be allowed for the ERN Negotiation Period. This report requests City Council approval of a First Amendment to the ERN to provide more time for the completion of the necessary tasks. If the City Council approves, staff seeks authorization to negotiate a Purchase and Sale Agreement to sell a portion of the property and a Ground Lease of the remainder to StoneCreek Company, both of which would be brought back to the City

Council for consideration in a future public meeting.

DISCUSSION

The City owns 16.92 gross acres of vacant land on the north side of Cactus Avenue, east and west of Day Street (“City Parcels” - depicted in Attachment 2). This property was originally obtained from Caltrans when Interstate 215 was realigned and the abandoned right-of-way became surplus property. The City accepted the property relinquishment, intending to hold the parcels for future right of way needs.

Public Works has examined the City Parcels and determined that various portions of the parcels will be needed for public infrastructure (e.g., future road expansion for Day Street and Frontage Road). Of the 16.92 acres, it is estimated that approximately 11 acres will remain undeveloped after the City’s road expansion needs are resolved.

The City received an unsolicited proposal from StoneCreek to either purchase the property or, as an alternative, secure a long term ground lease of the property from the City. The developer proposed developing the vacant City Parcels for industrial uses. StoneCreek owns approximately 3 gross acres on the west side of Day Street south of Old 215 Frontage Road. Because the existing parcels owned by StoneCreek and the City are relatively small and oddly shaped, combining the StoneCreek and City properties enables development of larger buildings, consistent with current industrial market demand.

During the due diligence phase, StoneCreek has navigated redesigning around numerous unrecorded easements and site development constraints with March Air Reserve Base’s Airport Land Use Compatibility Plan that consumed substantial time. Since the project was originally proposed, the Air Force’s position regarding development standards applicable to sites within Accident Potential Zones (“APZ”) has evolved. Working through density issues and site constraints to design a workable site plan proved time consuming. To comply with APZ restrictions, proposed buildings have been moved beyond the runway center line buffer (Attachment 3, Conceptual Site Plan), substantially reducing the building size. To retain a buildable parcel, StoneCreek and staff propose the sale of a sliver of City-owned property to StoneCreek, with the majority to be utilized for the building’s parking field. The remaining portion of the City property will be ground leased to StoneCreek.

StoneCreek has proceeded diligently and in good faith with necessary steps to finalize the project for submittal to the City and negotiate land transactions with the City. Nevertheless, the original ERN Negotiating Period has been consumed during the resolution of various site constraints. StoneCreek has submitted Attachment 4, a Request for Amendment, to allow for the following:

- Negotiate a Purchase and Sale Agreement to purchase a portion of City land:

To retain a buildable parcel adjacent to the runway centerline buffer, StoneCreek proposes to purchase from the City the 2.5+/- acre portion of City-owned property

at fair market value, as determined in accordance with the terms of the ERN, and

- Extension of Negotiation Period through March 31, 2018:

The requested extension will provide StoneCreek reasonable time to process and obtain land use approvals from the City and other agencies, at StoneCreek's expense for the revised Site Plan.

If the City Council desires to continue development of the City Parcels in partnership with StoneCreek, staff recommends approving a First Amendment to the ERN, to extend the Negotiating period in the ERN term for an additional 12 months. In general, an ERN is a legal agreement that allows the developer a period of time to conduct various due diligence activities necessary to secure the property. If the proposed First Amendment to the ERN is approved, the developer and staff will work out remaining site issues and negotiate both a Sale and a Ground Lease during the extended ERN period.

Staff has negotiated the following summarized major terms of the attached draft First Amendment to the ERN ("First Amendment" agreement - Attachment 5):

- **TERM:** Negotiation Period in the ERN would be in effect for an additional 12 months, which may be extended for a period of 6 months.
- **ASSIGNMENT:** StoneCreek may not assign its rights without consent of the City, except to an entity of which the StoneCreek or a StoneCreek affiliate is a managing and/or controlling member.
- **STONECREEK COSTS:** StoneCreek will continue to bear all the predevelopment costs during the ERN period and any extension.
- **CITY APPLICATION FEES:** StoneCreek will pay all fees, deposits, and bonds associated with submitting and processing the City's development applications and other documents.
- **CITY COSTS:** StoneCreek has deposited \$50,000 with the City to be the source used to reimburse the City for the actual out-of-pocket costs incurred fulfilling its obligations under the ERN, as well as negotiating / preparing the Sale and Ground Lease documents. If depleted, StoneCreek will make a second \$50,000 deposit to reimburse the City's out-of-pocket expenses.
- **DEPOSIT:** In consideration of the exclusive right to negotiate, StoneCreek has deposited \$50,000 with the City, which will be credited toward rent upon execution of a Ground Lease. If the Ground Lease is not executed, the deposit will be refundable to StoneCreek during the extended Negotiation Period of 12-month ERN term, but will be nonrefundable if the ERN is extended.
- **COUNCIL AUTHORITY:** The First Amendment to the ERN does not guarantee that any proposed Sale or Ground Lease negotiated by City staff will be approved by the City Council.

If the First Amendment to the ERN is approved, staff will negotiate a Purchase and Sale

Agreement to sell a portion of the property (“Sale”) and a Ground Lease agreement (“Ground Lease”) for the remainder during the ERN period. Both will be brought back to the City Council for consideration. The Sale will involve transferring ownership of a sliver of City-owned property to StoneCreek to accommodate a parking field. The Ground Lease will include terms related to the following provisions, among others:

- Financial terms
- Use covenants that run with the land
- The scope of the entitlement and development work
- The project schedule
- Performance bonding
- Insurance and indemnities
- Default processes

As drafted, StoneCreek is proposing to pay the City fair market value for the Sale and Ground Lease. Because the parcels are surplus property, no value was assigned when they were relinquished to the City by Caltrans. As such, an appraisal will need to be completed, the cost for which StoneCreek has agreed to pay by reimbursing the City during the extended ERN Negotiation Period. Based on staff’s discussion with various industrial brokers, a fair market ground lease can generate approximately \$100 to \$120 thousand per year to the City. In addition, one time land sales proceeds will be generated from the sale of the sliver of the City property.

It is important to note that this site was a former California Department of Transportation (Caltrans) property and has severe site constraints that diminish the value of the property and ground lease rent to the City, for the following reasons:

- The parcels are oddly shaped.
- The current use as a street right-of-way bisects the vacant land.
- Planned road configurations and possible environmental mitigations may affect values.
- Numerous easements for Eastern Municipal Water District, stormwater, an underground jet fuel pipeline, etc. run through the parcels. Some easements are not recorded.
- Land uses must comply with the March Air Reserve Base (“MARB”) / Inland Port Airport Land Use Compatibility Plan (“ALUCP”). The parcels are in Accident Potential Zone I, which severely limits development by restricting building heights and allowing uses that average no more than 25 people per acre.
- MARB requirement of a 200’ “No Building” buffer zone (based on the runway centerline), which cuts through the center of the westerly portion of the site (See Attachment 3, Conceptual Site Plan).

StoneCreek Company has extensive experience in developing medical, mixed-use commercial properties, and business parks. StoneCreek has successfully developed a broad range of complex projects. Its expertise includes planning, entitlements, development, management, strategic planning, and negotiations. Over time, the StoneCreek real estate portfolios have included several luxury hotels, Class A office buildings, and master-planned resort and residential communities, all valued in excess of \$1 billion.

ALTERNATIVES

1. Approve the attached First Amendment to the Exclusive Right to Negotiate agreement, approve continued negotiation with StoneCreek Company for Sale and Ground Lease of City-owned property at Cactus Avenue and Day Street, and authorize the City Manager to execute the First Amendment to the ERN as drafted. This alternative will allow for development of multiple small, oddly shaped, and otherwise difficult to develop parcels. Staff recommends this alternative.
2. Direct staff to negotiate different / additional terms for a the First Amendment to the Exclusive Right to Negotiate agreement with StoneCreek Company for development of City-owned property at Cactus Avenue and Day Street and authorize the City Manager to execute the ERN as amended. This alternative will allow for development of multiple small, oddly shaped, and otherwise difficult to develop parcels but will require additional time and may risk the loss of StoneCreek's interest in the project. Staff does not recommend this alternative.
3. Decline the attached First Amendment to the Exclusive Right to Negotiate agreement with StoneCreek for development of the City-owned property at Cactus Avenue and Day Street. This alternative will result in lost opportunity to develop the StoneCreek and City Parcels. Staff does not recommend this alternative.

FISCAL IMPACT

Authorizing execution of the First Amendment to the Exclusive Right to Negotiate has no impact on the General Fund. If the First Amendment to the ERN is executed as drafted, StoneCreek will bear all the predevelopment costs during the ERN period and any extension. StoneCreek will also pay all entitlement and plan check fees, deposits, and bonds associated with processing the City's development applications and other documents. Finally, StoneCreek will reimburse the City for the actual out-of-pocket costs incurred fulfilling its obligations under the ERN, as well as negotiating / preparing the Sale and Ground Lease documents.

If the anticipated Sale and Ground Lease negotiations are successfully executed, the City would receive ground lease revenue. A preliminary estimate of Ground Lease revenue to the City is between \$100 and \$120 thousand per year, subject to fair market confirmation. In addition, one time land sales proceeds will be generated from the sale

of the sliver of the City property. The successful development of the project may create substantial jobs and new revenues to the City's General Fund in the form of property tax revenue, business license gross receipts, and utility users taxes.

NOTIFICATION

Publication of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Michele Patterson
Economic Development Manager

Department Head Approval:
Mike Lee
Economic Development Director

Concurred By:
Marshall Eyerman
Chief Financial Officer / City Treasurer

Concurred By:
Ahmad Ansari
Public Works Director / City Engineer

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 1.3: Promote local hiring through the expansion of local, quality, high paying jobs, and workforce development efforts.

ATTACHMENTS

1. Exclusive Right to Negotiate
2. City Parcels
3. Conceptual Site Plan - C
4. Request for Amendment
5. First Amendment to the Exclusive Right to Negotiate

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/21/17 11:13 AM
City Attorney Approval	<u>✓ Approved</u>	2/21/17 10:04 AM
City Manager Approval	<u>✓ Approved</u>	2/21/17 2:53 PM

EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

This Exclusive Right to Negotiate Agreement ("Agreement") is made and entered into this ____ day of December, 2015 ("Effective Date"), by and between the CITY OF MORENO VALLEY, a municipal corporation located in the County of Riverside, State of California ("City"), and STONECREEK INVESTMENT CORPORATION DBA STONECREEK COMPANY, a California corporation ("Developer"), collectively hereinafter referred to as the "Parties" and sometimes, singularly, a "Party," upon the following terms:

RECITALS

WHEREAS, City is the owner of that certain real property north of Cactus Avenue, and east and west of Day Street, comprising 16.92 gross acres ("City Parcels"), as described in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, Developer is the owner of that certain real property on the west side of Day Street and south of Old 215 Frontage Road, comprising 3 gross acres ("Developer Parcel"), as described in Exhibit "B," attached hereto and incorporated herein by this reference; and

WHEREAS, the City received a conceptual development proposal for the City Parcels from the Developer, attached hereto as Exhibit "C" (the "Developer Concept Proposal") and Exhibit "D" (the Developer Statement of Qualifications) respectively, and incorporated herein by this reference; and

WHEREAS, subject to compliance with all requirements of the California Environmental Quality Act ("CEQA"), Developer desires to negotiate with City, and City desires to negotiate with Developer, to establish terms and conditions upon which Developer can ground lease and develop the Moreno Valley Industrial Complex on the City Parcels and the Developer Parcel all as conceptually proposed by Developer in the Developer Concept Proposal (the "Project"); and

WHEREAS, Developer and City desire as part of the negotiation process, to further define the concept for the future Project development following the lease of the City Parcels from the City and their development by Developer, and to further define the scope and design of the overall use and development of the Project.

WHEREAS, it is the intent of both the City and Developer in entering into this Agreement to establish a specific, limited period of time to negotiate the terms of an agreement for the ground lease of the City Parcels from City to Developer ("Ground Lease"), subject to certain conditions that address:

1. The ground lease of the City Parcels by City to Developer; and
2. The scope of the entitlement and development of the Project by Developer in a manner generally consistent with the Developer Concept Proposal, all subject to mutually agreeable terms, conditions, covenants, restrictions and agreements to be negotiated and documented in the Ground Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, City and Developer agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated into this Agreement by this reference, as though fully set forth herein.

2. Identity of Parties. The legal identities of the Parties to this Agreement and their addresses are as follows:

a. Developer is StoneCreek Investment Corporation DBA StoneCreek Company, a California corporation. The principal office of Developer for purposes of this Agreement is 30212 Tomas, Suite 300, Rancho Santa Margarita, California 92688.

b. City is the City of Moreno Valley, a municipal corporation. The principal office of the City for purposes of this Agreement is 14177 Frederick Street, Moreno Valley, California 92552.

c. Notices to any Party shall be personally delivered or sent by first class mail or by overnight air courier to its principal office address.

d. Notices to City shall be to City's principal office and clearly marked, "Attention: City Manager."

e. Notices to Developer shall be to Developer's principal office and clearly marked, "Attention: Clayton Corwin, President."

3. Restrictions on Change in Ownership and Assignment of Agreement.

a. The qualifications and identity of Developer are of particular concern to the City. Developer's qualifications, experience and proposal for the Project as generally set forth in Exhibits "C" and "D" are the reasons that the City has entered into this Agreement with Developer.

b. Developer may not assign its rights under this Agreement without the prior written consent of the City, which the City may withhold at its reasonable discretion provided, however, City agrees that Developer may assign its rights under this Agreement to an entity of which Developer or an affiliate of Developer is a managing and/or controlling member, partner or owner, whether by ownership, contract or voting control.

4. Term of Agreement.

a. **Negotiation Period.** This Agreement shall be in effect for the period of fifteen (15) months commencing on the Effective Date unless extended by its terms ("Negotiation Period").

b. **Extension Period.** Upon satisfactory performance during the Negotiation Period by Developer as determined in City's reasonable discretion, and upon Developer's request, the Agreement shall be extended for a period of six (6) months ("Extension Period").

c. **Automatic Termination.** This Agreement shall automatically expire and be of no further force or effect on the earlier of:

- i. the expiration or earlier termination of the Negotiation Period or subsequent Extension Period; and
- ii. the execution of a separate Ground Lease by both the City and Developer, in their respective sole and absolute discretion.

5. **Obligations of Parties and Schedule of Performance.** During the Negotiation Period, City and Developer shall proceed diligently and in good faith to do all of the following:

a. Within ninety (90) days following the Effective Date, Developer shall present to the City staff for review, a proposed plan ("Development Plan") for the development of the Project consistent with the Developer Concept Proposal, including, without limitation:

- i. the proposed land use for the future development and operation of the Project; and
- ii. the scope of due diligence and design work required to implement the Development Plan.

b. City and Developer shall use the Developer Concept Proposal submitted by Developer as a starting point to negotiate the terms of the Ground Lease for the City Parcels, as more specifically discussed in Section 12 below.

c. Developer shall, at least bi-monthly throughout the Negotiation Period and subsequent Extension Period, if any, submit progress reports to the City, and meet and confer with the City concerning the ongoing progress of the required actions. Throughout the Negotiation Period and any Extension Period, the City shall use good faith efforts to make its staff reasonably available to meet with the Developer to discuss the acquisition of the City Parcels, development of the Project and negotiation and preparation of the Ground Lease.

d. During the Negotiation Period and any Extended Period, Developer and its employees, agents or representatives, shall have the right of reasonable access to the City Parcels during normal business hours for the purposes of inspecting the City Parcels and undertaking any necessary soils tests and otherwise conducting due diligence to ensure that the City Parcels are suitable for Developer's intended use. Notwithstanding anything else in this Agreement, Developer shall defend, indemnify and hold the City, its employees, officers and agents, harmless from any injury, property damage or liability arising out of the exercise by Developer of this right of access, other than injury, property damage or liability relating to the gross negligence or willful misconduct of the City or its officers, agents or employees.

6. Predevelopment Costs.

a. Developer shall bear all predevelopment costs relating to actions of Developer under this Agreement. All fees or expenses of engineers, architects, financial consultants, attorneys, planning or other consultants or contractors, retained by Developer, for any study, analysis, evaluation, report, schedule, estimate, environmental review, surveys, planning and/or design activities, drawings, specifications or other activity or matter relating to the Project or negotiation of a Ground Lease that may be undertaken by Developer during the Negotiation Period and any subsequent Extension Period, pursuant to, in connection with, or in reliance upon this Agreement or in Developer's discretion, regarding any matter relating to a Ground Lease of the City Parcels, shall be the sole responsibility of and undertaken at the sole cost and expense of Developer and no such activity or matter shall be deemed to be undertaken for the benefit of, at the expense of, or in reliance upon the City.

b. Developer shall also pay all fees, charges and costs, make all deposits and provide all bonds or other security associated with the submission to and processing by the City of any and all applications and other documents and information to be submitted to the City by Developer pursuant to this Agreement or otherwise associated with the Project.

c. Developer shall reimburse the City for the actual out-of-pocket costs and expenses incurred (including reasonable legal fees and costs and consultants' fees and costs) in negotiating and preparing the Ground Lease and fulfilling its obligations under this Agreement ("Reimbursable Costs"). Within five (5) business days after the City approves and executes this Agreement and delivers a copy to Developer, Developer shall deposit with the City the sum of Fifty Thousand Dollars (\$50,000.00) ("Reimbursement Funds"). The Reimbursement Funds shall be used and applied from time to time by the City to pay itself for the Reimbursable Costs. The City shall provide Developer with a detailed accounting of the City's use of any of the Reimbursement Funds within a reasonable time after the end of each sixty (60) day period during the term of this Agreement. The City shall also provide Developer with a quarterly budget for its use of such funds. Once the Reimbursement Funds become depleted, within five (5) business days after City's request therefor, Developer shall make an additional deposit ("Additional Reimbursement Funds") of fifty thousand dollars (\$50,000) for

City's use toward Reimbursable Costs. Any remaining amount of the Reimbursement Funds shall be delivered to the Developer (along with a final accounting of the City's use of the Reimbursement Funds) within thirty (30) business days after the earlier of: (i) the execution of the Ground Lease or (ii) the termination of this Agreement. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. Deposit. As consideration for the exclusive right to negotiate during the Negotiation Period and any Extension Period, and, in addition to Developer's obligations set forth in Section 6c of this Agreement, Developer shall deposit fifty thousand dollars (\$50,000) with the City by check (the "Deposit") within five (5) business days of the Effective Date. The Deposit shall be credited toward rent owed to the City under the Ground Lease for the City Parcels. If the Ground Lease does not become fully executed, the Deposit shall be fully refundable to Developer, except in the event that this Agreement is extended by the Parties in accordance with Section 4(b), in which event it shall be nonrefundable.

8. Exclusive Negotiations. During the Negotiation Period and subsequent Extension Period, and in addition to the obligations it shares with Developer under Section 4, above, the City agrees that it shall not negotiate with any other person regarding the Ground Lease or development of the City Parcels. The term "negotiate," as used in this Section 8, means engaging in any discussions with a person other than Developer with respect to that person's development of the City Parcels to the total or partial exclusion of Developer from acquiring or developing upon the City Parcels, without Developer's written consent, which may be withheld in Developer's sole and absolute discretion. The City may receive and retain unsolicited offers regarding the City Parcels, but shall not negotiate with the proponent of any such offer during the Negotiation Period or any Extension Period.

9. Negotiation of Ground Lease. During the Negotiation Period and any subsequent Extension Period, the City and Developer shall diligently and in good faith negotiate the potential terms, conditions, covenants, restrictions and agreements of a Ground Lease between them. The City and Developer shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations. Both the City and Developer shall exercise reasonable efforts to complete discussions relating to the terms and conditions of a Ground Lease and such other matters, all as may be mutually acceptable to both the City and Developer. The exact terms and conditions of a Ground Lease, if any, shall be determined during the course of these negotiations. Nothing in this Agreement shall be interpreted or construed to be a representation or agreement by either the City or Developer that a mutually acceptable Ground Lease will be produced from negotiations under this Agreement. Nothing in this Agreement shall impose any obligation on either Party to agree to a definitive Ground Lease in the future. Nothing in this Agreement shall be interpreted or construed to be a guaranty, warranty or representation that any proposed Ground Lease that may be negotiated by City staff and Developer will be approved by the City's governing body. Developer acknowledges and agrees that the City's consideration of any Ground Lease is subject to the sole

discretion of the City governing body and all legally required public hearings, public meetings, notices, factual findings and other determinations required by law.

10. Legislative Action. City and Developer acknowledge that the City must exercise its independent legislative authority in making any and all findings and determinations required of them by law concerning the City Parcels. This Agreement does not restrict the legislative authority of the City in any manner, whatsoever, and does not obligate the City to enter into the Ground Lease or to take any course of action with respect to the Project. Except as expressly stated in this Agreement, if this Agreement expires or sooner terminates without execution of a Ground Lease, each party shall bear its own costs related to this Agreement.

11. Defaults. Either the City or Developer shall be in default of this Agreement if it (a) fails to fulfill its obligations when due, which failure is not caused by the other party, or otherwise violates any covenant, restriction or obligation contained in this Agreement, (b) does not negotiate the Ground Lease in good faith and upon the terms stated in this Agreement, (c) does not reasonably cooperate with the other in fulfilling the other's obligations under this Agreement, or (d) refuses to execute the Ground Lease when negotiations are completed and the Ground Lease has been approved by both Parties, and deposit any funds then required of it for the Ground Lease (except if the City has disapproved the Project after public hearing in exercise of its legislative authority or in accordance with CEQA in exercise of its independent review). The defaulting Party shall have thirty (30) days to cure the default. Should the defaulting Party fail to cure the default within that thirty (30) day period, the non-defaulting Party may, as its sole remedy at law or in equity, terminate this Agreement by written notice given to the defaulting Party. This thirty (30) day period in no way, manner, or form extends, continues, tolls, or modifies the Negotiation Period or Extended Period under this Agreement. Notwithstanding the terms of this Section 11, if City defaults in its obligations under Section 7 above, Developer may seek injunctive relief or specific performance to enforce its rights under Section 8.

11.1 Termination for Developer Default. After termination of this Agreement for default of Developer, subject to cure rights, Developer shall have no rights under this Agreement to participate in the development of the Project, and the City shall have the absolute right to pursue development of the City Parcels, in any manner it deems appropriate.

11.2 Remedies. The remedies contained in this Section 11 are the sole and exclusive remedies for default of this Agreement and neither Party may claim, as a result of a default of this Agreement, any damages, whether monetary, non-monetary, contingent, consequential, or otherwise.

12. Ground Lease. In addition to other provisions stated in this Agreement, the Ground Lease will address, without limitation, the following provisions:

- a. Terms for financial consideration.

- b. Use covenants to run with the land related to the Project.
- c. The scope of work for the entitlement and development of the Project on the City Parcels.
- d. Payment and performance bonding and other completion assurances.
- e. Insurance and indemnities, including hazardous materials indemnities.
- f. Anti-discrimination provisions.
- g. Compliance with all applicable state and federal laws.
- h. Performance assurances such as a deposit.
- i. Limitation on assignments and transfers of the Ground Lease and its obligations and benefits without City approval.
- j. Compliance with CEQA mitigation.
- k. Definition of the net lease area of the City Parcels by City to Developer.
- l. City's rights to revest the City Parcels upon Developer default.
- m. An estimated Project completion date.
- n. City's rights to cure defaults, assume loans, and complete construction of the Project.

13. City Reliance on Developer. Developer understands and acknowledges that the City is entering into this Agreement with Developer because Developer has reputed financial capacity, specific expertise and experience.

14. Acknowledgements and Reservations.

14.1 The City and Developer agree that, if this Agreement expires or is terminated for any reason, or a future Ground Lease is not signed by both the City and Developer, for any reason, neither the City nor Developer shall be under any obligation, nor have any liability to each other or any other person regarding the sale or other disposition of the City Parcels or the development of the Project, except as may be expressly provided in this Agreement.

14.2 Developer acknowledges and agrees that no provision of this Agreement shall be deemed to be an offer by the City, nor an acceptance by the City of any offer or proposal from Developer for the City to convey any estate or interest in the City Parcels

to Developer or for the City to provide any financial or other assistance to Developer for development of the Project or the City Parcels.

14.3 Developer acknowledges and agrees that Developer has not acquired, nor will acquire, by virtue of the terms of this Agreement, any legal or equitable interest in real or personal property from the City.

14.4 The City reserves the right to reasonably obtain further information, data and commitments to ascertain the ability and capacity of Developer to lease, develop and operate the City Parcels and/or the Project. Developer acknowledges that it may be requested to make certain financial disclosures to the City, its staff, legal counsel or other consultants, as part of the financial due diligence investigations of the City relating to the potential acquisition of the City Parcels and development of the Project on the City Parcels by Developer and that any such disclosures shall, to the fullest extent permitted by law, be maintained by the City as confidential information but may become public records that are subject to the Public Records Act.

14.5 The City shall not be deemed to be a party to any agreement for the acquisition, lease, or disposition of real or personal property, including the City Parcels, the provision of financial assistance to Developer or development of the Project on the City Parcels or elsewhere, until the terms and conditions of a complete future Ground Lease are considered and approved by the City's governing body in its sole discretion, following the conclusion of any public hearing(s) required by law. Developer expressly acknowledges and agrees that the City will not be bound by any statement, promise or representation made by City staff or representatives during the course of negotiations of a future Ground Lease and that the City shall only be legally bound upon the approval of a complete Ground Lease by the City's governing body in its sole discretion.

15. Waiver of Lis Pendens. The Parties to this Agreement hereby expressly understand, acknowledge and agree that no lis pendens shall be filed against the City Parcels or any portion of such property for any claim, action or dispute arising from this Agreement except to the limited extent permitted in Section 11.

16. Indemnification and Hold Harmless. Developer shall indemnify, defend, and hold City harmless from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith) arising out of the performance of this Agreement and also for all aspects of the Project to the fullest extent permitted by law, provided this Section 16 shall not apply to any claims arising from the willful misconduct of City.

Applicable Law; Venue. This Agreement shall be construed in accordance with the law of the State of California, and venue for any action under this Agreement shall be in Riverside County, California.

18. Attorneys' Fees. In the event of any dispute between the Parties, whether or not such dispute results in litigation, the prevailing party shall be reimbursed by the other party for all reasonable costs and expenses, including, without limitation, reasonable

attorneys' fees, witness and expert fees and investigation costs. A party receiving an award after arbitration or an order or judgment after hearing or trial shall not be considered a prevailing party if such award, order or judgment is not substantially greater than the other party's offer of settlement made in advance of the arbitration, hearing or trial.

19. Unavoidable Delay. For the purposes of any of the provisions of this Agreement, neither City nor Developer shall be considered in breach of, or default in, its obligations with regard to their respective obligations, if the delay in the performance of such obligations is due to unforeseeable causes beyond the delayed party's control and without its fault or negligence. Unforeseeable causes shall include acts of God, acts of the public enemy, acts of the federal government, acts of the other party, litigation filed in state or federal court by any third party which either directly results in a delay of either party's performance, or which, in the reasonable judgment of either party substantially increases the cost or risk of continued performance, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather (as for example, floods, tornadoes, or hurricanes). In the event of the occurrence of any such delay, the time or times for performance of such obligations of City and Developer shall be extended for the period of the delay provided that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after it has or should have knowledge of any such delay, have first notified the other party, in writing, of the delay and its cause, and requested an extension for the period of the delay.

20. Entitlements. Developer shall, during the Negotiation Period and any subsequent Extension Period, prepare and process an Initial Study and undertake all other actions required under CEQA for City approval of the Project, at Developer's cost. In addition to the Initial Study, Developer may, during the Negotiation Period and any subsequent Extension Period, without any guaranty of approval therefor seek City approval of a General Plan amendment, zone change, and all subdivision entitlements that may be required for the development of the Project.

21. No Third Parties Benefited. This Agreement is made and entered into for the sole protection and benefit of the City and Developer, and no other person or entity does now or will have any right of action or any rights under or pursuant to this Agreement.

22. Notice. Any notice, request, approval or other communication to be provided by one Party to the other shall be in writing and provided by personal service or a reputable overnight delivery service (such as Federal Express) or by deposit in the United States mail, certified, postage prepaid, return receipt requested and addressed as follows:

If to the Developer:

StoneCreek Company
 30212 Tomas, Suite 300
 Rancho Santa Margarita, California 92688
 Attention: Clayton M. Corwin

If to the City:

City of Moreno Valley
 14177 Fredrick Street
 Moreno Valley, California 92553
 Attention: Mike Lee

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed in the manner provided above shall be deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as either party may from time to time designate by a notice given in accordance with this Section.

23. Representatives. For purposes of the negotiations contemplated by this Agreement, the Developer's representative shall be Clayton M. Corwin (Phone: (949) 709-8080; Email: ccorwin@stonecreekcompany.com), and the City's representative shall be Mike Lee, Economic Development Director (Phone: (951) 413-3238 Email: mikel@moval.org).

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement. Signatures delivered by facsimile or e-mailed (in pdf format) shall be as binding as originals upon the Parties so signing and delivering.

25. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof. There are no other agreements or understandings between the Parties with respect to the subject matter hereof or any related subject and no representations by either Party to the other have been made as an inducement to enter into this Agreement. All prior negotiations between the Parties are superseded by this Agreement.

26. **Amendments.** This Agreement may not be altered, amended or modified except by a writing executed by all Parties hereto.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date above.

CITY OF MORENO VALLEY

STONECREEK INVESTMENT CORPORATION,
a California corporation

BY: [Signature]
Chief Financial Officer/
City Manager/Mayor
(Select only one please)

BY: [Signature]

TITLE: PRESIDENT
(President or Vice President)

INTERNAL USE ONLY
ATTEST:
_____ City Clerk (only needed if Mayor signs)
APPROVED AS TO LEGAL FORM:
by: <u>[Signature]</u> Interim City Attorney

11-12-15
Date

BY: [Signature]

TITLE: SECRETARY
(Corporate Secretary)

11-12-15
Date

Attachment: Exclusive Right to Negotiate (2498 : FIRST AMENDMENT TO THE EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH

EXHIBIT "A"

City Parcels

Attachment: Exclusive Right to Negotiate (2498 : FIRST AMENDMENT TO THE EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF THAT CERTAIN UNNAMED STREET, 60.00 FEET WIDE AND NOW KNOWN AS DAY STREET, BEING ALSO A PORTION OF LOT 1 IN BLOCK 13 OF ALESSANDRO TRACT, AS SHOWN BY MAP RECORDED IN BOOK 6, PAGE 13, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND ACQUIRED BY THE UNITED STATES OF AMERICA BY DECREE OF TAKING, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 2, 1942 IN BOOK 532, PAGE, 311, OFFICIAL RECORDS. AND BY DECREE ON AMENDED DECLARATION OF TAKING, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 24, 1943 IN BOOK 571, PAGE, 236. OFFICIAL RECORDS, WITH THE WEST LINE OF SAID UNNAMED STREET, 60.00 FEET WIDE, NOW KNOWN AS DAY STREET;

THENCE ALONG SAID WEST LINE NORTH 0° 12' 02" EAST, 526.03 FEET; THENCE SOUTH 67° 14' 15" EAST, 64.92 FEET TO THE EAST LINE OF SAID DAY STREET;

THENCE ALONG SAID EAST LINE SOUTH 0° 12' 02" WEST, 500.74 FEET TO SAID NORTHERLY LINE OF THE UNITED STATES OF AMERICA PARCEL OF LAND, DISTANT ALONG SAID NORTHERLY LINE NORTH 89° 51' 15" EAST, 60.00 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY LINE SOUTH 89° 51 '15" WEST, 60.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF LOT 1 IN BLOCK 13 OF ALESSANDRO TRACT, AS SHOWN BY MAP RECORDED IN BOOK 6, PAGE 13, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND ACQUIRED BY THE UNITED STATES OF AMERICA BY DECREE OF TAKING, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 2. 1942 IN BOOK 532, PAGE 311, OFFICIAL RECORDS, AND BY DECREE ON AMENDED DECLARATION OF TAKING, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 24, 1943 IN BOOK 571, PAGE 236, OFFICIAL RECORDS, WITH THE EAST LINE OF THAT CERTAIN UNNAMED STREET, 60.00 FEET WIDE, NOW KNOWN AS DAY STREET;

THENCE ALONG SAID EAST LINE NORTH 0° 12' 02" EAST, 500.74 FEET;

THENCE SOUTH 67° 14' 15" EAST, 271.65 FEET;

THENCE SOUTH 71° 20' 01" EAST, 149.00 FEET;

THENCE SOUTH 67° 14' 15" EAST, 400.00 FEET;

THENCE ALONG A TANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 940.00 FEET. THROUGH AN ANGLE OF 22° 54' 30". 375.84 FEET;

THENCE NORTH 89° 51' 15" EAST, 1,466.78 FEET TO THE WEST LINE OF THAT CERTAIN UNNAMED STREET, 60.00 FEET WIDE, NOW KNOWN AS ELLSWORTH STREET;

THENCE ALONG SAID WEST LINE SOUTH 0° 02' 06" WEST, 120.00 FEET TO SAID NORTHERLY LINE OF THE UNITED STATES OF AMERICA PARCEL OF LAND, DISTANT ALONG SAID NORTHERLY LINE NORTH 89° 51' 15" EAST, 2,586.53 FEET FROM THE POINT OF BEGINNING;

THENCE ALONG SAID NORTHERLY LINE SOUTH 89° 51' 15" WEST, 2,586.53 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF LOT 4 IN BLOCK 12 OF ALESSANDRO TRACT, IN THE CITY OF MORENO VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 6, PAGE 13, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND ACQUIRED BY THE UNITED STATES OF AMERICA BY DEGREE OF TAKING, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 2, 1942 IN BOOK 532, PAGE 311, OFFICIAL RECORDS, AND BY DECREE ON AMENDED DECLARATION OF TAKING, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 24, 1943 I BOOK 571, PAGE 236, OFFICIAL RECORDS WITH THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND ACQUIRED BY THE STATE OF CALIFORNIA, AS PARCEL NO. 35 IN DECREE OF CONDEMNATION. A CERTIFIED COPY OF WHICH WAS RECORDED MAY 18, 1943 IN BOOK 580, PAGE 327, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE ALONG SAID EASTERLY LINE NORTH 19° 57' 35" WEST 1,047.38 FEET;

THENCE SOUTH 24° 06' 50" EAST 140.16 FEET;

THENCE ALONG A TANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 224.00 FEET; THROUGH AN ANGLE OF 43° 07' 25", 168.59 FEET;

THENCE SOUTH 67° 14' 15" EAST 540.66 FEET TO THE WEST LINE OF THAT CERTAIN UNNAMED STREET 60.00 FEET WIDE AS SHOWN ON SAID ~, NOW KNOWN AS DAY STREET;

THENCE ALONG SAID WEST LINE SOUTH 0° 12' 02" WEST 526.03 FEET TO SAID NORTHERLY LINE OF THE UNITED STATES OF AMERICA PARCEL OF LAND, DISTANT ALONG SAID NORTHERLY LINE NORTH 89° 51' 15" EAST 316.68 FEET FROM THE POINT OF BEGINNING;

THENCE ALONG SAID NORTHERLY LINE SOUTH 89° 51' 15" WEST 316.88 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Developer Parcel

Attachment: Exclusive Right to Negotiate (2498 : FIRST AMENDMENT TO THE EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH

THAT PORTION OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, DESCRIBED AS FOLLOWS:

A.6.a

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION;
THENCE NORTH 89° 52' 19" WEST, 1461.68 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE EAST LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT-OF-WAY, 100.00 FEET WIDE, SAID EAST LINE BEING DESCRIBED IN THAT CERTAIN INDENTURE RECORDED JUNE 23, 1888 IN BOOK 69, PAGE 91 OF DEEDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;
THENCE SOUTH 19° 23' 12" EAST, 2678.25 FEET ALONG THE EAST LINE OF SAID RIGHT-OF-WAY TO THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID EAST LINE, SOUTH 89° 34' 13" EAST, 193.36 FEET TO THE EAST LINE OF THE LAND DESCRIBED AS PARCEL NO. 35 IN THE FINAL ORDER OF CONDEMNATION RECORDED MAY 18, 1943 IN BOOK 580, PAGE 327 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG LAST SAID EAST LINE, NORTH 19° 23' 15" WEST, 627.26 FEET; THENCE LEAVING SAID EAST LINE, NORTH 66° 21' 46" WEST, 53.25 FEET TO THE BEGINNING
OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 450.00 FEET; THENCE NORTHWESTERLY 368.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46° 58' 33" TO SAID EAST LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD; THENCE ALONG SAID EAST LINE, SOUTH 19° 23' 12" EAST, 927.02 FEET TO THE TRUE POINT OF BEGINNING.

APN: 297-100-008-5

Attachment: Exclusive Right to Negotiate (2498 : FIRST AMENDMENT TO THE EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH

EXHIBIT "C"

Developer Concept Proposal

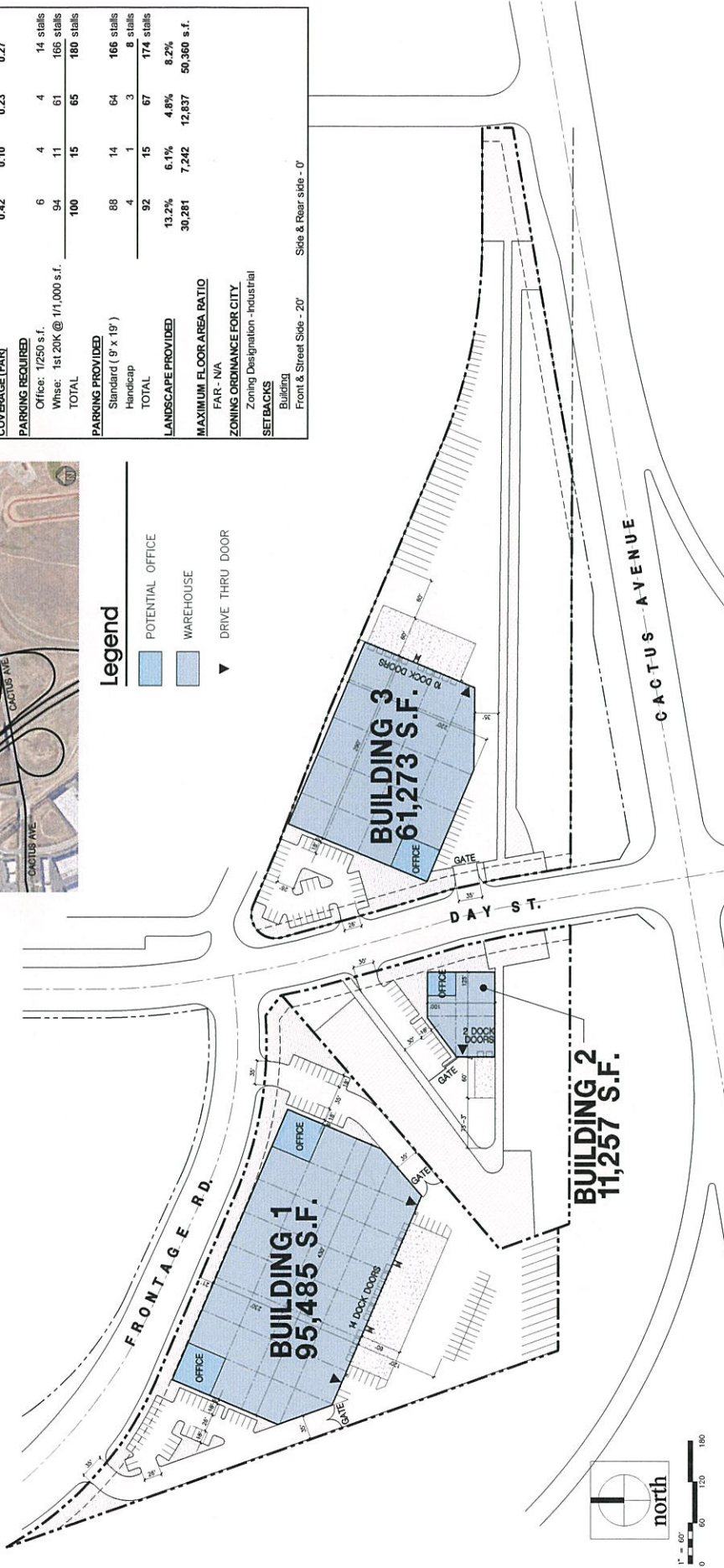
Attachment: Exclusive Right to Negotiate (2498 : FIRST AMENDMENT TO THE EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH

Aerial Map



Legend

- POTENTIAL OFFICE
- WAREHOUSE
- DRIVE THRU DOOR



Tabulation

SITE AREA	Bldg. 1	Bldg. 2	Bldg. 3	Total
Gross (in sq.ft.)	229,847	118,116	265,411	613,374 s.f.
Gross (in acres)	5.3	2.7	6.1	14.1 ac
BUILDING CLEAR HEIGHT				
BUILDING AREA				
Office, 1st fl.	1,500	1,000	1,000	3,500 s.f.
Warehouse	93,985	10,257	60,273	164,515 s.f.
TOTAL	95,485	11,257	61,273	168,015 s.f.
COVERAGE (FAR)	0.42	0.10	0.23	0.27
PARKING REQUIRED				
Office: 1/250 s.f.	6	4	4	14 stalls
Whse: 1st 20K @ 1/1,000 s.f.	94	11	61	166 stalls
TOTAL	100	15	65	180 stalls
PARKING PROVIDED				
Standard (9' x 19')	88	14	64	166 stalls
Handicap	4	1	3	8 stalls
TOTAL	92	15	67	174 stalls
LANDSCAPE PROVIDED	13.2%	6.1%	4.8%	8.2%
MAXIMUM FLOOR AREA RATIO	30.281	7.242	12.837	50,360 s.f.
FAR - N/A				
ZONING ORDINANCE FOR CITY				
Zoning Designation - Industrial				
SETBACKS				
Building	Side & Rear side - 0'			
Front & Street Side	- 20'			



May 12, 2015 / Job # 15093
Scheme 3

Conceptual Site Plan
Moreno Valley Industrial Complex

Moreno Valley, CA

Note: This is a conceptual plan. It is based on preliminary information which is not fully verified and may be incomplete. It is meant as a comparative aid in examining alternate development strategies and any quantities indicated are subject to revision as more reliable information becomes available.



18831 Bardien Ave. - Ste. #100
Irvine, CA 92612
(949) 863-1770
www.hparch.com

Exhibit "D"

Developer Statement of Qualifications

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StoneCreek Company

30212 Tomas, Suite 300
 Rancho Santa Margarita, CA 92688
 Telephone: (949) 709-8080
 Facsimile: (949) 709-8081
 Web Site: www.stonecreekcompany.com

Clayton M. Corwin
 President

E-Mail: ccorwin@stonecreekcompany.com

BACKGROUND AND QUALIFICATIONS:

STONECREEK'S BUSINESS:

StoneCreek Company, founded in 1994, and its president, Clayton M. Corwin, have extensive background and experience with most types of commercial and residential development projects, as well as large-scale land developments and complex projects. (Please see our web site, www.stonecreekcompany.com, for additional information on our background, experience, and credentials.)

StoneCreek's market focus for the past several years has been in a few key areas:

- Development of high quality medical and health care properties;
- Development of mixed-use commercial properties and business parks; and
- Acquisition, entitlement, and development of large land holdings.

RECENT REPRESENTATIVE PROJECTS:

Alabama @ Almond (Redlands, CA):

- General Partner for ownership and assemblage of 43 acre parcel in "Donut Hole" area of Redlands, California.
- Development planning for land assemblage; 615,000 SF and 314,000 SF warehouse / distribution buildings.
- Project entitlement and County Planning Commission unanimous approval for development plan.

Boeing / Pacific Gateway Specific Plan (Seal Beach, CA):

- Development Manager/Owner's Representative for The Boeing Company for entitlement and redevelopment of a 107 acre site within the Coastal Zone in Seal Beach, California.

- Successfully obtained entitlements for over 1,000,000 SF of new commercial development on surplus property owned by Boeing adjacent to secured defense campus with 3,000 employees.
- Obtained unanimous California Coastal Commission approval in less than one year from initial application filing (including approval of building plans for business park).
- Obtained unanimous City approval of: Specific Plan, EIR, General Plan Amendment, and Vesting Tentative Track Map in less than fifteen months from initial application filing.
- Managed issues and results with multiple local, state and federal agencies, including ACOE, CDFG, SARWQCB, CalTrans, and the Department of Navy.
- Managed multi-disciplinary team of consultants to exceed client's objectives.

Goodrich Redevelopment Project (Chula Vista, CA):

- Owner's Representative/Development Manager for Goodrich Corporation for redevelopment of 150 acre industrial campus on San Diego Bay.
- Created master plan and strategy, and successfully managed redevelopment of this project area for Goodrich, involving 150 acre, 2,500,000 SF campus with 2,500 employees.
- Conceived, negotiated, and implemented multi-party, public-private partnership among Goodrich, City of Chula Vista, Port of San Diego, State of California, and various resource agencies for campus and bayfront redevelopment.
- Achieved superior financial gain for Goodrich through public-private land swap, tax-increment savings, and cost-sharing arrangements.
- Managed multiple sensitive environmental matters with Goodrich and resource agencies.

Harbor Hills Master Plan (Brookings, OR):

Entitlement and development of 128 acre master-planned residential project in southern coastal Oregon.

Chino Hills Professional Plaza (Chino Hills, CA):

Development of 60,000 SF mixed-use commercial project in Chino Hills, California, including first Class A medical/professional office building in the market area.

Crossroads Professional Center (Chino Hills, CA):

Entitlement and development of 40,000 SF, Class A, multi-tenant medical/professional office building; part of 245,000 mixed-use master plan development by Lennar Properties in Chino Hills, California.

Tomas Professional Center (Rancho Santa Margarita, CA):

Entitlement and development of 58,000 SF medical/professional building of office condominiums for sale.

Claremont Medical Plaza (Claremont, CA): Planning, entitlement and development of 50,000 SF medical office building in Claremont, California, with anchor tenant Pomona Valley Hospital Medical Center, one of the largest health care providers in Southern California.

Pomona Valley Medical Plaza (Pomona, CA): Renovation and management of 43,000 SF medical office building on hospital campus.

Pomona Valley Hospital Medical Center (Pomona, CA):

- Owner's Representative / Preferred Developer for this 465-bed major health care provider in the Los Angeles area; real estate planning, management, development, and acquisitions (various).
- Special Advisor to CEO on \$250 million Master Plan and Redevelopment of Hospital Campus.

**OTHER ILLUSTRATIVE
EXPERIENCE:**
Banning – Lewis Ranch (Colorado Springs, CO):

Acquisition, entitlement, and development planning for the Banning-Lewis Ranch, a 23,000 acre landholding in Colorado Springs, Colorado.

Marina del Rey Redevelopment (Marina del Rey, CA):

Acquisition, financing, entitlement, and redevelopment of twelve commercial and residential properties in Marina del Rey, comprising over twenty percent of the property in the world's largest private recreational harbor.

Ritz-Carlton Hotels (various): Redevelopment of Ritz-Carlton Hotels in New York, Washington D.C., and Houston (now branded St. Regis).

Aspen Properties (Aspen, CO): Entitlement and development of The St. Regis Hotel, Aspen (formerly The Ritz-Carlton, Aspen) and several other commercial and residential properties in Aspen, Colorado.

Universal Studios (Various): Site selection, acquisitions, entitlement, planning and development for Universal Studios – various locations.

Multi-Family Development: Co-development of multi-family projects in Rocklin, California, and Phoenix, Arizona.

KB Home (formerly Kaufman and Broad Home Corporation)/Land Acquisition, Entitlement, Development (General): Directed acquisition, entitlement, and development of thousands of acres and thousands of lots throughout California.

MR. CORWIN'S BACKGROUND:

- Mr. Corwin has been actively involved in the real estate industry as a developer, advisor, and senior executive for over thirty years. During his career, Mr. Corwin has successfully managed a broad range of complex projects.
- His expertise includes entitlements, development, management, strategic planning, and negotiations, and he has broad-based experience in acquisitions and dispositions, operations, asset management, planning and development, financings, and restructurings. With his extensive experience in development, Mr. Corwin brings a practical business orientation to all StoneCreek projects, which is reflected in his pragmatic and value-added approach.

- Prior to forming StoneCreek Company, Mr. Corwin served as Senior Vice President, Real Estate, of Newfield Enterprises International (NEI). While with NEI, he was responsible for management of the company's entire U.S. real estate portfolio, valued in excess of \$1 billion. Mr. Corwin also provided advisory services to a variety of international projects on behalf of NEI-affiliated clients. In addition to overseeing all of NEI's ongoing entitlement, development, management, and investment activities, Mr. Corwin successfully restructured the ownership and capital positions for several major commercial asset groups, as part of an overall repositioning and stabilization of the company's real estate portfolio. He also directed due diligence and transactional services for acquisitions.
- Mr. Corwin has previously held senior management positions with major development and operating companies, including KB Home (formerly Kaufman and Broad Home Corporation). While with KB Home, he was actively involved in all aspects of residential land acquisition, financing, entitlement, and development.
- He has also worked with Triad America Corporation, a privately-held company with substantial real estate and energy holdings throughout the U.S.
- While Mr. Corwin has been involved in a wide range of business operations over the years, his success in identifying, focusing on, and achieving desired results remains the benchmark of his contributions to all variety of organizations and projects.
- Mr. Corwin began his professional career in Los Angeles with the Real Estate and Business Group of the law firm McCutchen, Black, Verlerger & Shea.
- Mr. Corwin received a J.D. from the University of California, Berkeley (Boalt Hall), where he was Managing Editor of the California Law Review. He attended the University of Redlands, California and the University of California, Davis, from where he received a B.A. with the highest honors. Mr. Corwin is a member of the State Bar of California, and is a licensed real estate broker in California.

EDUCATION:

University of California, Berkeley (Boalt Hall), J.D. (1980)
Managing Editor, California Law Review

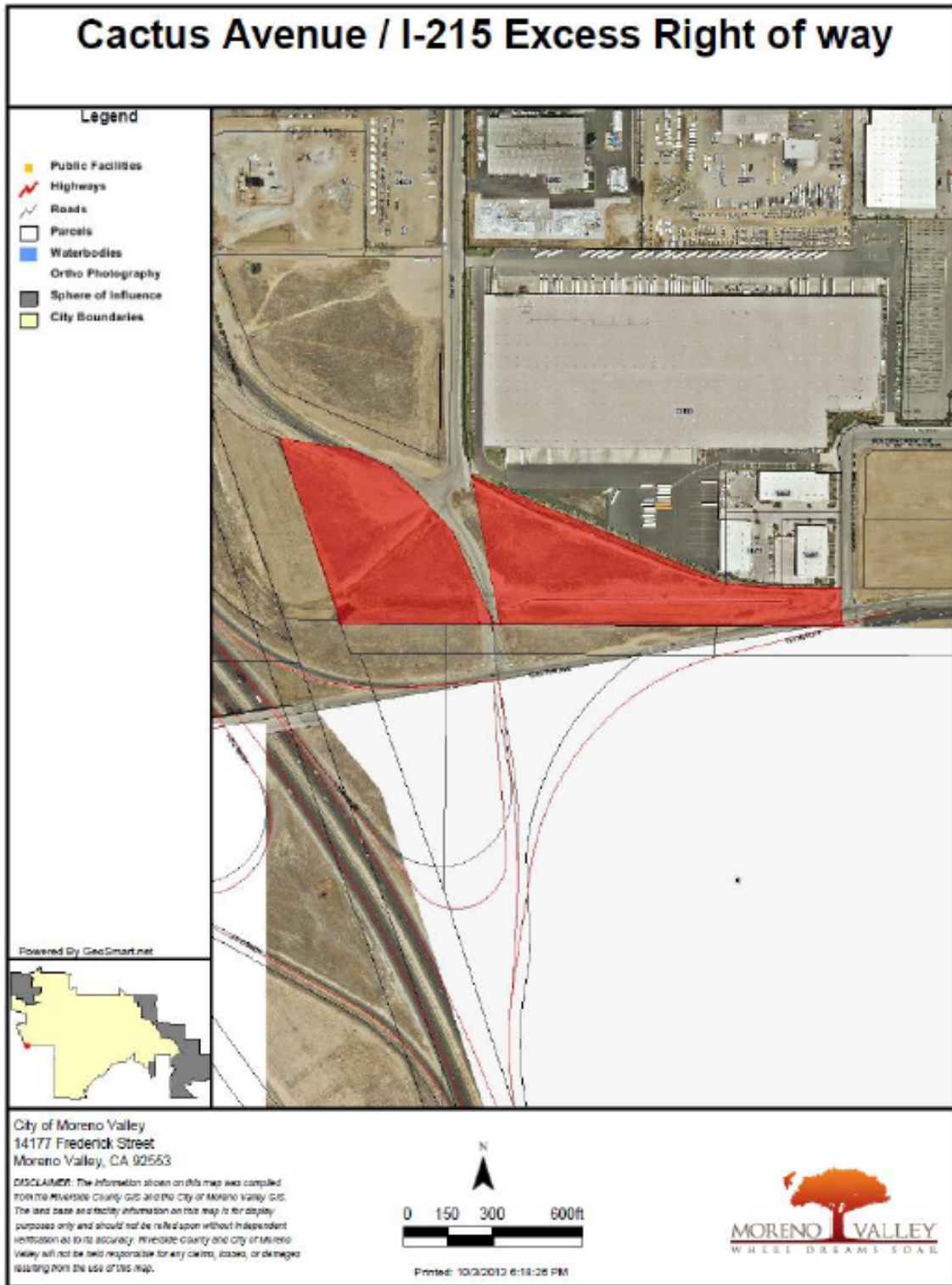
University of Redlands, California;
University of California, Davis, B.A., with Highest Honors
(1977)

**PROFESSIONAL
ASSOCIATIONS:**

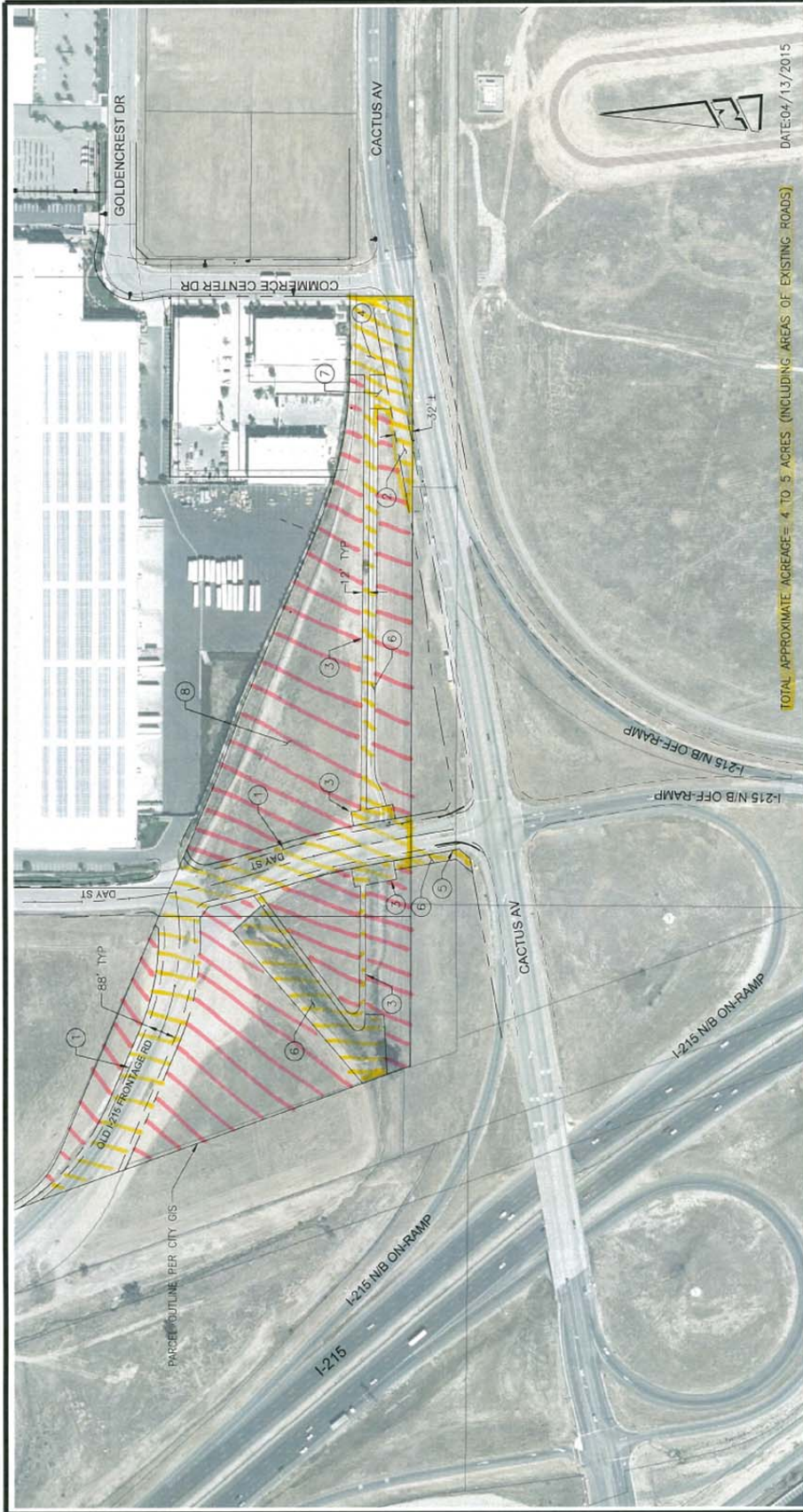
Member, State Bar of California (and its Real Property Section)
Licensed Real Estate Broker, State of California

Attachment: Exclusive Right to Negotiate (2498 : FIRST AMENDMENT TO THE EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH

Exhibit A – City Parcels



Attachment: City Parcels (2498 : FIRST AMENDMENT TO THE EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH STONECREEK



TOTAL APPROXIMATE AGREEMENT = 4 TO 5 ACRES (INCLUDING AREAS OF EXISTING ROADS) DATE: 04/13/2015

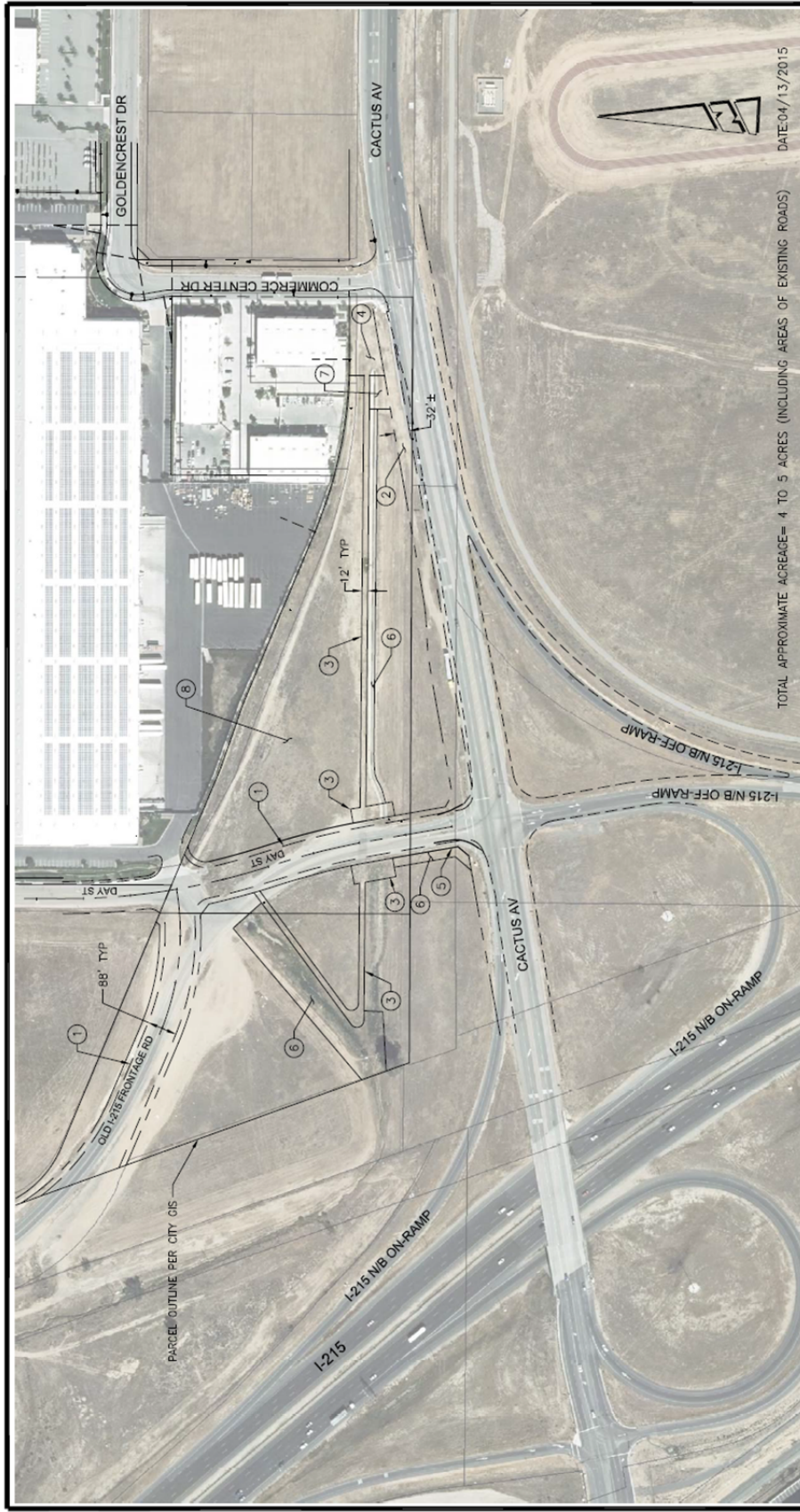
**FUTURE PUBLIC INFRASTRUCTURE
ESTIMATED RIGHT OF WAY NEEDS**

Public Works Department
CACTUS AVENUE / I-215
CITY PROPERTY
IN NORTHEAST QUADRANT


EXHIBIT SCALE: 1" = 200'

- NOTES:
- 1 STREET RECONFIGURATION WITH MINOR ARTERIAL SECTION (GENERAL ALIGNMENT - DEVELOPER CAN RECONFIGURE).
 - 2 STREET WIDENING.
 - 3 DRAINAGE MAINTENANCE/ACCESS (GENERAL ALIGNMENT - DEVELOPER CAN RECONFIGURE).
 - 4 EXISTING DRAINAGE/UTILITIES AREA (FUEL LINE, WATER, GAS).
 - 5 CACTUS/DAY INTERSECTION TO ALIGN WITH I-215/CACTUS INTERCHANGE RECONFIGURATION NB ON/OFF-RAMP ALIGNMENT AT APPROX SAME LOCATION.
 - 6 DRAINAGE EASEMENTS TO CITY OR RCFC MAY BE REQUIRED FOR EXISTING OR PROPOSED STORMWATER RUNOFF SYSTEMS*.
 - 7 POTENTIAL CITY MONUMENT SIGN AREA.
 - 8 POTENTIAL PARK AND RIDE IF BENEFICIAL TO CITY.
- *DEVELOPER CAN RECONFIGURE





TOTAL APPROXIMATE ACRES = 4 TO 5 ACRES (INCLUDING AREAS OF EXISTING ROADS) DATE: 04/13/2015

	<p>FUTURE PUBLIC INFRASTRUCTURE ESTIMATED RIGHT OF WAY NEEDS</p>	
	<p>Public Works Department</p>	<p>CACTUS AVENUE / I-215 CITY PROPERTY IN NORTHEAST QUADRANT</p>
<p>NOTES: 1 STREET RECONFIGURATION WITH MINOR ARTERIAL SECTION (GENERAL ALIGNMENT - DEVELOPER CAN RECONFIGURE). 2 STREET WIDENING. 3 DRAINAGE MAINTENANCE/ACCESS (GENERAL ALIGNMENT - DEVELOPER CAN RECONFIGURE). 4 EXISTING DRAINAGE/UTILITIES AREA (FUEL LINE, WATER, GAS). 5 CACTUS/DAY INTERSECTION TO ALIGN WITH I-215/CACTUS INTERCHANGE RECONFIGURATION NB ON/OFF-RAMP ALIGNMENT AT APPROX. SAME LOCATION 6 DRAINAGE EASEMENTS TO CITY OR R/W MAY BE REQUIRED FOR EXISTING OR PROPOSED STORMWATER RUNOFF SYSTEMS*. 7 POTENTIAL CITY MONUMENT SIGN AREA. 8 POTENTIAL PARK AND RIDE IF BENEFICIAL TO CITY. *DEVELOPER CAN RECONFIGURE</p>		
<p>EXHIBIT SCALE: 1" = 200'</p>		

Aerial Map

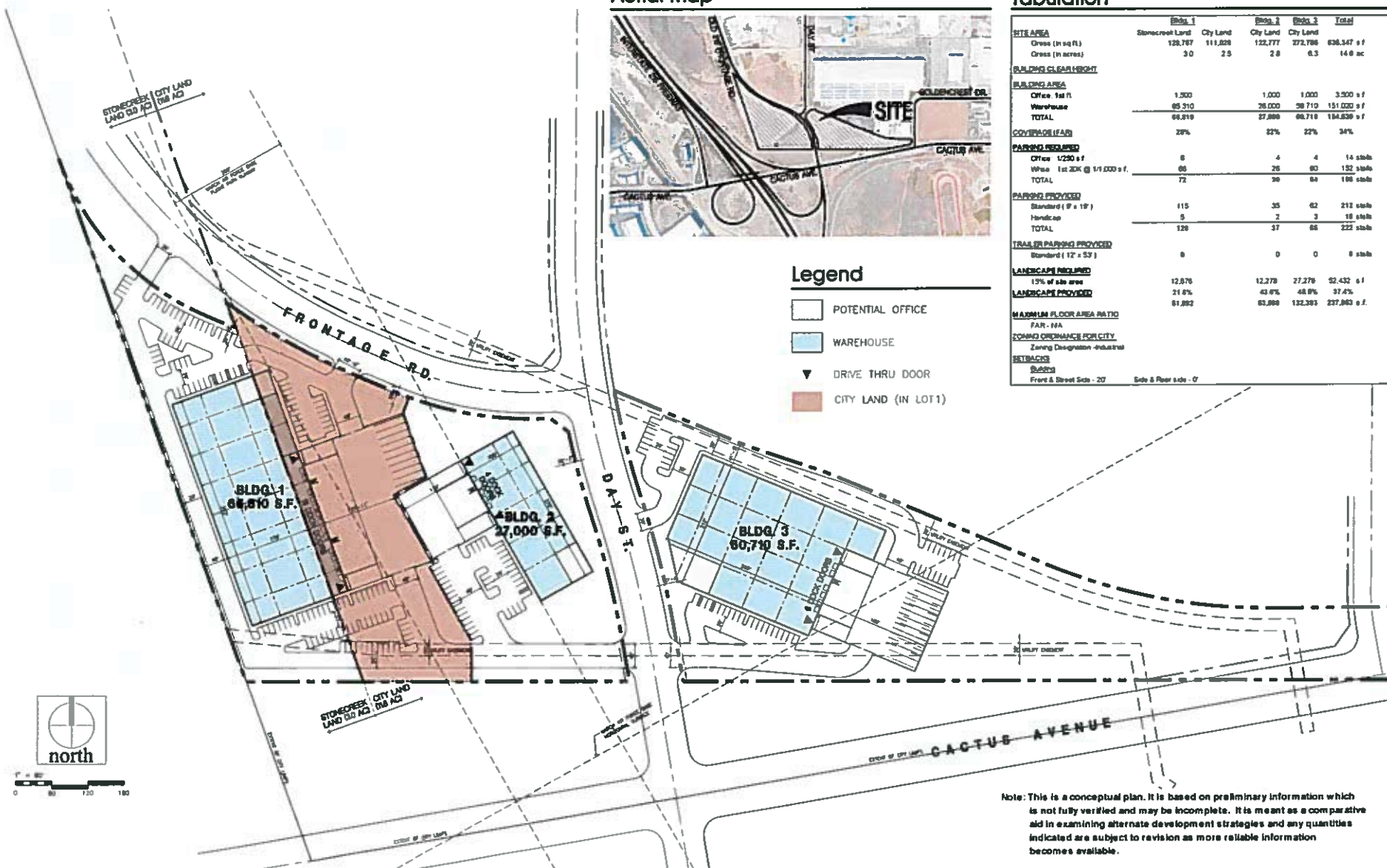


Tabulation

	Blk. 1	Blk. 2	Blk. 3	Total
SITE AREA				
Gross (in sq ft)	128,787	111,828	122,777	272,796
Gross (in acres)	3.0	2.5	2.8	6.3
BUILDING CLEAR HEIGHT				
BUILDING AREA				
Office 1st fl.	1,300	1,000	1,000	3,300 s.f.
Warehouse	85,310	28,000	58,710	151,020 s.f.
TOTAL	86,610	27,000	60,710	154,320 s.f.
COVERAGE (LEAS)				
	28%	22%	22%	24%
PARKING REQUIRED				
Office 1/250 s.f.	6	4	4	14 stalls
Warehouse 1st 25K @ 1/1,000 s.f.	85	26	82	152 stalls
TOTAL	72	30	86	188 stalls
PARKING PROVIDED				
Standard (P x 19')	115	35	62	212 stalls
Handicap	5	3	3	18 stalls
TOTAL	120	37	65	222 stalls
TRAILER PARKING PROVIDED				
Standard (12' x 53')	0	0	0	0 stalls
LANDSCAPE REQUIRED				
15% of site area	12,876	12,278	27,278	52,432 s.f.
LANDSCAPE PROVIDED	21.6%	43.6%	48.9%	37.4%
	61,882	63,888	122,381	237,851 s.f.
MAXIMUM FLOOR AREA RATIO				
FAR - NA				
ZONING COMPLIANCE FOR CITY				
Zoning Designation - Industrial				
SETBACKS				
Blades				
Front & Street Side - 20' Side & Rear side - 0'				

Legend

- POTENTIAL OFFICE
- WAREHOUSE
- DRIVE THRU DOOR
- CITY LAND (IN LOT 1)



Note: This is a conceptual plan. It is based on preliminary information which is not fully verified and may be incomplete. It is meant as a comparative aid in examining alternate development strategies and any quantities indicated are subject to revision as more reliable information becomes available.

Conceptual Site Plan

Moreno Valley Industrial Complex

Moreno Valley, CA



**BY EMAIL**

February 14, 2017

Michael Lee
Community and Economic Development Director
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552-0805

RE: Exclusive Right to Negotiate Agreement (“ERN”), between the City of Moreno Valley (“City”) and StoneCreek Investment Corporation (“SIC”), dated December 15, 2015 – Request for Amendment

Dear Mike:

This letter is in follow up to our recent discussions concerning our request to amend the captioned ERN.

Background

Over the past year, SIC has spent considerable time and expense investigating development options for the site area depicted on the attached conceptual Site Plan – Scheme 8 (“Site Plan”). (As you know, this site is comprised of 3 +/- acres owned by SIC and 11 +/- acres owned by the City.) Our objective is to achieve a site and development plan that is market-driven and financially feasible, while navigating a range of significant site constraints, including:

- ALUC land use limitations, and occupancy limitations.
- MARB requirement of a 200 foot “No Building” buffer zone (based on runway centerline), which cuts through the center of the westerly portion of the site (See Site Plan).
- Necessity to eliminate drainage ditches on site to make site planning feasible, and in doing so, off-site mitigation requirements of the Army Corps of Engineers (“ACOE”) and other resource agencies.
- Jet fuel line, EMWD easements, and other easements impacting the site.
- Planned road and new infrastructure configurations.
- Possible Caltrans improvements in the area.
- Additional possible environmental mitigations.

Page 2
February 14, 2017
Michael Lee

It took several months to obtain MARB's review and guidance on the Site Plan. Their requirement of the 200 foot buffer zone was a recent and unexpected requirement, forcing us to re-evaluate development options.

While the Site Plan now takes into account MARB's buffer zone, it results in Lot 1/Building 1 being comprised of SIC fee-owned land, and City land. This creates a lot and building with mixed ownership that is not feasible for financing, development, and occupancy.

Proposed ERN Amendment

Based upon the project Background summarized above, SIC respectfully requests the following amendments to the ERN:

- A. Purchase a Portion of City Land: In order to resolve the Lot 1/Building 1 mixed ownership problem described above, SIC proposes to purchase from the City the 2.5+/- acre portion of Lot 1 that SIC does not own, at fair market value, as determined in accordance with the terms of the ERN.
- B. Extension of Negotiation Period: In order to provide SIC reasonable time to process and obtain land use approvals, from the City and other agencies, at SIC's expense, for the revised Site Plan, SIC requests an extension of the Negotiation Period through March 31, 2018.

Thank you for considering our request. We look forward to continuing to work with you on a successful project for all parties.

Very truly yours,



Clayton M. Corwin
President

Aerial Map

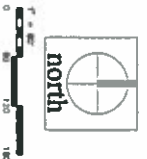
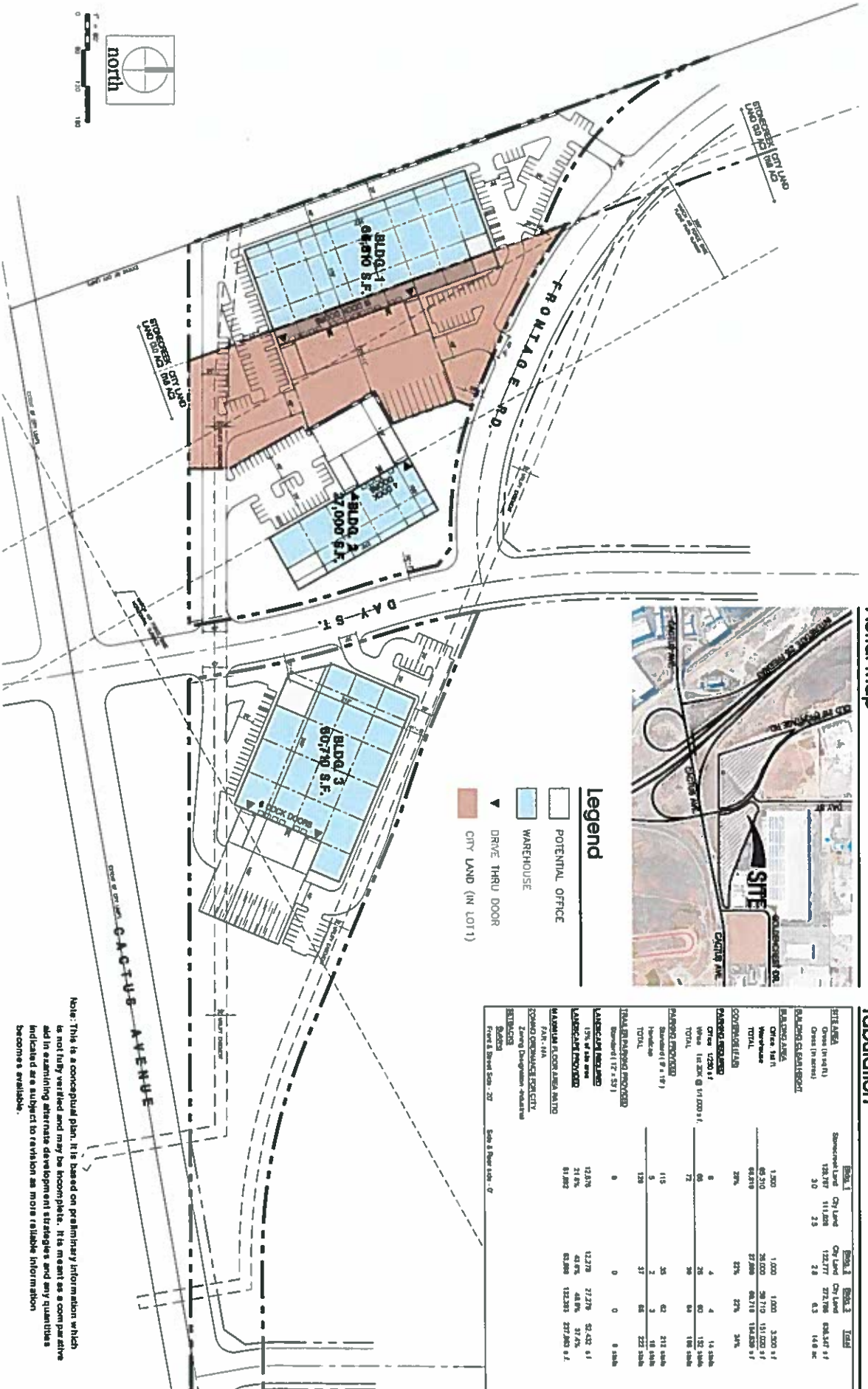


Legend

- POTENTIAL OFFICE
- WAREHOUSE
- CITY LAND (IN LOT 1)
- DRIVE THRU DOOR

Tabulation

BLDG #	BLDG 1	BLDG 2	BLDG 3	TOTAL
SITE AREA				
Site Area (Total)	120,777	111,208	122,777	354,762 S.F. @ 1.2
Office (Total)	30	23	43	96 AC
Warehouse (Total)	1,300	1,000	1,000	3,300 S.F.
BLDG #1				
Office (Total)	65,210	28,000	39,710	132,920 S.F.
Warehouse (Total)	65,818	67,718	134,536 S.F.	
BLDG #2				
Office (Total)	20%	25%	27%	24%
Warehouse (Total)	80%	75%	73%	76%
BLDG #3				
Office (Total)	60	36	60	156,000 S.F.
Warehouse (Total)	72	36	64	188,000 S.F.
TOTAL	115	95	62	272,000 S.F.
Office (Total)	130	37	64	231,000 S.F.
Warehouse (Total)	120	37	64	227,000 S.F.
LABORATORY EMPLOYED	0	0	0	0 S.F.
LABORATORY EMPLOYED	12,270	7,270	52,422	91,962 S.F.
LABORATORY EMPLOYED	21.6%	43.6%	48.6%	31.7%
LABORATORY EMPLOYED	81,282	82,080	152,283	215,645 S.F.



Conceptual Site Plan Moreno Valley Industrial Complex

Moreno Valley, CA



February 14, 2017 / Job #14293
Scheme 8

19831 Bardonia Ave., Ste. 8100
Hemlock, CA 92541
(949) 853-1770
www.fpcarc.com



FIRST AMENDMENT TO THE EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

This is the First Amendment (“Amendment”) to the Exclusive Right to Negotiate Agreement (“Agreement”) effective the 7th day of March, 2017, between CITY OF MORENO VALLEY (“City”) and STONECREEK INVESTMENT CORPORATION DBA STONECREEK COMPANY (“Developer”) entered into on December 15th, 2015 and attached here to as Exhibit A.

RECITALS

WHEREAS, Developer has proceeded diligently and in good faith with necessary steps to finalize the project for submittal with the City and to enter into a Ground Lease and now also a Purchase and Sales agreement with the City; and

WHEREAS, due to conditions beyond the control of the Developer, and due to the change in the nature of the transaction, to include a sale of part of the property owned by the City, more time is needed for completion of the necessary tasks and the Developer and City wish to amend the Agreement to provide for a longer negotiation period and retention of the security by the Developer during the Negotiation Period.

NOW THEREFORE, in consideration of mutual covenant and agreements set forth below and contained in the original Agreement, City and Developer agree to the following:

1. Section 4a of the Agreement is amended to state as follows:
Negotiation Period. The initial negotiation period is hereby extended by twelve (12) months commencing on March 7, 2017 and terminating on March 31, 2018 (“Negotiation Period”).
2. Section 4c(ii) is amended to state as follows:
 The execution of a separate Ground Lease and Purchase and Sale Agreement by both the City and Developer, in their respective sole and absolute discretion.
3. The last sentence of Section 7 of the Agreement is amended to state as follows:
 If the Ground Lease and Purchase and Sale Agreement do not become fully executed by the end of the extension period, the Deposit shall be retained by the City and not refunded to the Developer.
4. Section 12 of the Agreement is amended to add subsection o. to state the following:
 o. any other customary terms and conditions related to a Sale Purchase agreement.
5. All other reference of Ground Lease not specified in the aforementioned shall now be amended to state: Ground Lease and Purchase and Sales Agreement.
6. All other terms and conditions of the Agreement not affected by the Amendment remain in full force and effect.

IN WITNESS WHEREOF, Parties have entered into this Amendment as of the date set forth above.

CITY OF MORENO VALLEY

STONECREEK INVESTMENT CORPORATION

By: _____
By: _____

Attachment: First Amendment to the Exclusive Right to Negotiate (2498 : FIRST AMENDMENT TO THE EXCLUSIVE RIGHT TO NEGOTIATE



Report to City Council

TO: Mayor and City Council

FROM: Terrie Stevens, Administrative Services Director

AGENDA DATE: March 7, 2017

TITLE: LIST OF PERSONNEL CHANGES

RECOMMENDED ACTION

Recommendation:

1. Ratify the list of personnel changes as described.

DISCUSSION

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

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

FISCAL IMPACT

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

PREPARATION OF STAFF REPORT

Prepared By:
Terrie Stevens
Administrative Services Director

Department Head Approval:
Terrie Stevens
Administrative Services Director

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Personnel Changes 3.7.17

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/15/17 6:11 PM
City Attorney Approval	<u>✓ Approved</u>	2/15/17 7:34 AM
City Manager Approval	<u>✓ Approved</u>	2/21/17 10:49 AM

**City of Moreno Valley
Personnel Changes
March 7, 2017**

New Hires

None

Promotions

Erin Weaver

From: Office Assistant (Part-Time Temp), City Clerk's Office

To: Sr. Administrative Assistant (Full-Time Career), Public Works/Special Districts

Samantha Bloch

From: Management Aide, PW/Special Districts

To: Management Analyst, PW/Maintenance & Operations - Recycling Program

Transfers

None

Separations

Stephen Jarrett

GIS Specialist

City Manager Dept./Technology Services



Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: March 7, 2017

TITLE: APPROVAL OF SECOND AMENDMENT TO CONTRACT WITH TRUEPOINT SOLUTIONS FOR DEVELOPMENT SERVICES SOFTWARE AND PROFESSIONAL SERVICES

RECOMMENDED ACTION

Recommendation:

1. Authorize the City Manager to execute a second amendment to a contract with TruePoint Solutions, LLC, in a form approved by the City Attorney, for professional services and development services related software for an additional amount of \$98,700 with a total contract amount not to exceed \$195,750 and approve recommended budget appropriations and adjustments.

SUMMARY

This report recommends approval of a second amendment to a contract with TruePoint Solutions to initiate Phase II of the City's new Development Services software system, which is referred to as Accela Civic Platform (ACP). The new system is already enhancing the City's ability to process development activity in an integrated and streamlined manner. Phase II will build upon this successful implementation by adding a public website, reports, workflow scripting, and additional system configuration that will capture additional benefits from the new system.

The City has implemented the ACP system via contract with Accela, which subcontracts with TruePoint. Rather than obtaining these services via a change order to the existing contract with Accela, staff recommends a contract amendment directly with TruePoint Solutions to achieve the same result at a savings of \$46,060.

There would be no General Fund costs associated with this project, as Development Services processing revenues are available for this purpose.

BACKGROUND

On March 10, 2015 the City Council approved the Development Services software replacement project. On December 6, 2016 the new software system, Accela Civic Platform (ACP), was placed into production.

The ACP project replaced the Permits Plus system which had been in place for many years. In a dramatic improvement over the older system, ACP supports all of the City’s Development Services process. Staff recommends proceeding with Phase II in order to take further advantage of the system’s capabilities:

- Allow the public to make online inquiries about development projects without coming into or calling City Hall;
- Add Permit Processing functions;
- Generate targeted reports to enhance staff’s ability to track the status of projects to respond quickly to inquiries and to ensure forward momentum;
- Create additional process efficiencies.

The TruePoint proposal and full listing of the 180 work items are included in Attachments 1 and 2.

The proposed second amendment with TruePoint will also offer a savings of \$70 per hour as compared to the cost associated with obtaining the services through Accela.

ALTERNATIVES

1. Authorize the City Manager to execute a second amendment to a contract with TruePoint Solutions, LLC, in a form approved by the City Attorney, for professional services and development services related software for an additional amount of \$98,700 with a total contract amount not to exceed \$195,750 and approve recommended budget appropriations and adjustments. *Staff recommends approval of this alternative to capture additional efficiencies available through the ACP system without incurring General Fund cost.*
2. Do not approve the second amendment with TruePoint. *This action would defer the City’s ability to capture additional efficiencies available through the ACP system in the most cost effective manner.*

FISCAL IMPACT

Funding for these professional services are available from increased revenues received from permit and inspection fees. These revenues may be used to fund technology improvements to continue to improve the development process. **There will be a \$0 net impact to the General Fund.**

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 16/17 Budget	Proposed Adjustments	FY 16/17 Amended Budget
-------------	------	----------------	----------------	-----------------	----------------------	-------------------------

Development Services	Gen. Fund	1010-20-28-20310-540000	Rev	\$457,776	\$48,000	\$505,776
Development Services	Gen. Fund	1010-20-28-20310-425000	Rev	\$944,000	\$50,000	\$994,000
Development Services	Gen. Fund	1010-99-99-91010-907220	Exp	\$203,371	\$98,700	\$302,071
Technology Services	TS Assets	7220-99-99-97220-801010	Rev	\$203,371	\$98,700	\$302,071
ACP Project	TS Assets	7220-16-39-25455-700236 Project Number: TS ACP-CON-zBDGT	Exp	\$0	\$98,700	\$98,700

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared by:
Steve Hargis
Technology Services Division Manager

Department Head Approval by:
Thomas M. DeSantis
Assistant City Manager

Concurred by:
Allen Brock
Community Development Director\Building Official

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 1.1: Proactively attract high-quality businesses.

Objective 2.7: Fully integrate Fire Prevention activities into the City's Development Services processes to provide swift, seamless service.

ATTACHMENTS

1. TruePoint Amendment
2. ACP Outstanding Task Requests

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/15/17 6:24 PM
City Attorney Approval	<u>✓ Approved</u>	2/13/17 2:03 PM
City Manager Approval	<u>✓ Approved</u>	2/21/17 2:29 PM

City of Moreno Valley, CA

Accela Civic Platform (ACP) Consulting Services

Attachment: TruePoint Amendment (2482 : APPROVAL OF SECOND AMENDMENT TO CONTRACT WITH TRUEPOINT SOLUTIONS FOR

Table of Contents

I. Vendor Background & Qualifications 3
 TruePoint Company History 3
II. Project Scope 4

Attachment: TruePoint Amendment (2482 : APPROVAL OF SECOND AMENDMENT TO CONTRACT WITH TRUEPOINT SOLUTIONS FOR

I. Vendor Background & Qualifications

TruePoint Company History

TruePoint Solutions is a privately held software and solutions company based in the Sacramento region. We bring an unparalleled level of experience designing, developing, implementing, and supporting complex Government IT solutions including the Accela Civic Platform.

TruePoint Solutions was established in 2004 and became an Accela certified implementation partner in early 2005. Successful implementation projects where TruePoint has been involved include:

Accela Projects and Experience

Cities	Cities	Counties
<ul style="list-style-type: none"> ● Alameda, CA Atlanta, GA Asheville, NC Ceres, CA Clearwater, FL Cleveland, OH ● Corvallis, OR ● El Paso, TX Fort Collins, CO Grand Rapids, MI Grass Valley, CA ● Indianapolis, IN Martinez, CA ● Maryland Heights, MO McAllen, TX New York City, NY ● Oklahoma City, OK Omaha, NE Ontario, CA Palo Alto, CA ● Peoria, AZ ● Pleasanton, CA Pleasant Hill, CA ● Reno, NV Rochester, MN ● Roseville, CA 	<ul style="list-style-type: none"> ● Sacramento, CA ● San Leandro, CA ● Santa Monica, CA Seattle, WA ● Tacoma, WA ● Tigard, OR Virginia Beach, VA ● Watertown, WI ● West Sacramento, CA 	<ul style="list-style-type: none"> ● Adams County, CO Arapahoe County, CO Bexar County, TX Boulder County, CO ● Buncombe County, NC ● Clackamas County, OR Carroll County, MD Cobb County, GA Contra Costa County, CA ● Gwinnett County, GA King County, WA ● Maricopa County, AZ ● Marion County, IN Multnomah County, OR ● Monterey County, CA ● Napa County, CA ● Placer County, CA Pinal County, AZ Pima County, AZ ● Sacramento County, CA ● San Diego County, CA San Mateo County, CA ● Stanislaus County, CA Weld County, CO City & County of Denver City & County of San Francisco
	Towns <ul style="list-style-type: none"> Los Gatos, CA Paradise, CA 	
	Other Government Agencies <ul style="list-style-type: none"> ● DC - OSSE CA - OSHPD State of Montana TRPA-Tahoe Regional Planning Auth. CA State Lands Commission NY State 	
	Legend	
	TruePoint Accela Automation Projects/Clients	
	<ul style="list-style-type: none"> ● Accela Legacy Upgrade - Tidemark ● Accela Legacy Upgrade - Permits Plus ● Accela Legacy Upgrade - Kiva 	

Attachment: TruePoint Amendment (2482 : APPROVAL OF SECOND AMENDMENT TO CONTRACT WITH TRUEPOINT SOLUTIONS FOR

II. Project Scope

The City would like expand on a successful ACP implementation which additional services including Accela Citizen Portal enhancements, business rule automation, additional report development and configuration adjustments to fully realize the value of the Cities investment in ACP.

The budget estimate is based on time need for continued support and the ACP outstanding tasks spreadsheet that is maintained by the City.

Budget

<u>Task</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
ACP Outstanding Task List Services	658	\$150	\$98,700

This proposal expires 3/15/2017

Services will be billed monthly for time is requested form the City

SIGNATURE

City acknowledges that it has read this SOW, understands it and agrees to be bound by its terms and conditions. The parties agree that this Agreement cannot be altered, amended or modified, except in writing that is signed by an authorized representative of both parties.

Accepted City of Moreno Valley	Accepted TruePoint, Inc.
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

ACP OUTSTANDING TASK REQUESTS

Division	Change Type	Menu Item	Task Priority	Title	Status	Created By
Building	Reports	First Month Report	1	Assessor Report	In Progress	Dale Mendenhall, GISP
Building	Reports	Go-Live Report	1	Correction Notice Report - ACP side	In Progress	Kimberlee Krueger - MCSE
Building	Scripting	Other	1	Phase2-Related to NV Case	Not Started	Tammy Macy
Building	Reports	First Month Report	1	Daily Single Inspection Report	In Progress	Tammy Macy
Building	Reports	Inspections	1	Daily Inspections Runsheet Report	In Progress	Susan Cairns
Building	Reports	First Month Report	1	Inspection Report A	In Progress	Tammy Macy
Building	Reports	First Month Report	1	SB1473 Daily collection report	In Progress	Tammy Macy
Building	Reports	First Month Report	1	B&S daily inspection results report	In Progress	Tammy Macy
Building	Reports	First Month Report	1	B&S Daily Inspection Request Report	In Progress	Tammy Macy
Code	Reports	First Month Report	1	AVA Inspection Detail Report	In Progress	Jackie Ramirez
Code	Reports	First Month Report	1	AVA Inspection Summary	In Progress	Jackie Ramirez
Code	Reports	First Month Report	1	Monthly Activity Report	In Progress	Jackie Ramirez
Code	Reports	First Month Report	1	Daily Inspection Report	In Progress	Jackie Ramirez
Code	Reports	First Month Report	1	Code Violation Report	In Progress	Jackie Ramirez
Code	Scripting	Inspections	1	Inspection Script not using User Calendar to define Working Days	In Progress	Kimberlee Krueger - MCSE
Fire	Scripting		1	Completion of Fire Annual Programs Scripting	In Progress	Kimberlee Krueger - MCSE
Fire	Reports		1	Completion of Fire Annual Programs Reporting	In Progress	Kimberlee Krueger - MCSE
Fire	Configuration		1	Completion of Fire Annual Programs Configuration	In Progress	Kimberlee Krueger - MCSE
Fire	Reports	Go-Live Report	1	GO LIVE - Fire Annual Inspection Checklist	In Progress	Jackie Ramirez
Fire	Reports	Other	1	DEFERRED - Annual Cofo Invoice	In Progress	Jackie Ramirez
Fire	Reports	Go-Live Report	1	GO LIVE - Notice of Inspection	In Progress	Jackie Ramirez
Fire	Reports	First Month Report	1	Inspection results report by date	In Progress	Jackie Ramirez
Fire	Reports	Go-Live Report	1	GO LIVE - Order to Comply	In Progress	Erica Rodriguez
Fire	Reports	Go-Live Report	1	iPad Order to Comply notice (for construction)	In Progress	Kimberlee Krueger - MCSE
Fire	Reports	Go-Live Report	1	iPad Annual Inspection Checklist (for annuals)	In Progress	Kimberlee Krueger - MCSE
Fire	Reports	Go-Live Report	1	iPad Multi-Family Annual Inspection Notice	In Progress	Kimberlee Krueger - MCSE
Fire	Reports	Go-Live Report	1	Inspection Result Report	In Progress	Adria Reinertson
Fire	Scripting	Documents Attachments	1	Reports for Fire	In Progress	Danae Scott
Fire	Reports	First Month Report	1	Daily Inspections Request report- CRYSTAL	In Progress	Jackie Ramirez
Fire	Reports	First Month Report	1	Fire Annual Export for Payments	In Progress	Kimberlee Krueger - MCSE
Fire	Scripting	Inspections	1	Phase 2 - Fire Final scripting on Building's record	In Progress	Danae Scott
FMS	Reports	Go-Live Report	1	City-Wide Invoice	In Progress	Kimberlee Krueger - MCSE
FMS	Reports	Go-Live Report	1	Limit Description Field to 64 Characters	In Progress	Dale Mendenhall, GISP
FMS	Reports	Other	1	Request Class Report - Daily Transaction No Report - Detail no voids	In Progress	Claudia Zarazua
FMS	Reports	Other	1	Report by Trans Code Issues	In Progress	Claudia Zarazua
Land Development	Reports	First Month Report	1	Active Review List - Workflow	Not Started	Rene Martinez
Land Development	Scripting	Workflow	1	New Task Status Needed	In Progress	Rene Martinez
Land Development	Configuration	Workflow	1	Phase 2 LCO / LGR / LMP / LRV Workflow Update	Not Started	Rene Martinez
Land Development	Scripting	Inspections	1	Phase 2 LCO Inspection Rule	Not Started	Rene Martinez
Land Development	Configuration	Workflow	1	Phase 2 LCO Workflow Update	Not Started	Rene Martinez
Land Development	Configuration	Workflow	1	Phase 2 LCO Inspection Rule	Not Started	Rene Martinez
Land Development	Configuration	Communications	1	Phase 2 LCO / LGR Update	Not Started	Rene Martinez
Land Development	Configuration	Workflow	1	Phase 2 LCO / LMP / LGR / LRV Workflow Update	Not Started	Rene Martinez
Land Development	Configuration	Fee	1	LDGRADE 40 Fee Update	Not Started	Rene Martinez
Land Development	Configuration	Inspections	1	Phase 2 LGR Inspection Update	Not Started	Rene Martinez
Land Development	Configuration	Workflow	1	Phase 2 LST Workflow Update	Not Started	Rene Martinez
Land Development	Scripting	Fee	1	Phase 2 LUD Fee Update	Not Started	Rene Martinez
Land Development	Scripting	Fee	1	Phase 2 LUA Fee Update	Not Started	Rene Martinez
Land Development	Configuration	Other	1	Phase 2 Need New Records	Not Started	Rene Martinez

ACP OUTSTANDING TASK REQUESTS

Land Development	Configuration	Workflow	1	Phase 2 New Task Status Needed	Not Started	Rene Martinez
Land Development	Reports	Go-Live Report	1	Annual Utility Permit	In Progress	Rene Martinez
Land Development	Scripting	Custom Fields	1	Phase 2 LGR - Date Expired	Not Started	Rene Martinez
Land Development	Reports	First Month Report	1	Active Project List	In Progress	Rene Martinez
Planning	Reports	Go-Live Report	1	First Review Comments on Comment letter Report for PRSC	In Progress	Chris Ormsby
Planning	Reports	Go-Live Report	1	Final Letter Community Development	In Progress	Jackie Ramirez
Planning	Reports	Go-Live Report	1	Final Letter City Council	In Progress	Jackie Ramirez
Planning	Reports	Go-Live Report	1	Final Letter Planning Commission	In Progress	Jackie Ramirez
Planning	Reports	First Month Report	1	Fee Collected - Account Code Summary	In Progress	Jackie Ramirez
Planning	Configuration	Workflow	1	Loop to Staff Report when selecting Renewal at COA	Not Started	Leticia Esquivel
Planning	Reports	First Month Report	1	Counts, Valuations & Fees Summary	In Progress	Jackie Ramirez
Planning	Reports	First Month Report	1	Fees Collected - Item Listing	In Progress	Jackie Ramirez
Planning	Reports	Go-Live Report	1	Planning Division Case Tracking	In Progress	Erica Rodriguez
Planning	Configuration	Record	1	Update Proposal Types for [Residential 1-3] & [Residential 5+ & MF]	Not Started	Leticia Esquivel
Special Districts	Reports	Go-Live Report	1	Building Permit Data Report (SD 20)	Not Started	Jennifer Terry
Building	Reports	Other	2	Sets Invoice	Not Started	Tammy Macy
Building	Reports	Other	2	Sets Job Card	Not Started	Tammy Macy
Building	Reports	First Month Report	2	Special Request Data Sheet	Not Started	Tammy Macy
Building	Reports	First Month Report	2	Notice of Violation Data Sheet	Not Started	Tammy Macy
Building	Reports	First Month Report	2	Expired Plan Check Letter	Not Started	Tammy Macy
Building	Reports	First Month Report	2	Expired Permit Letter Applicant	Not Started	Tammy Macy
Building	Reports	First Month Report	2	Expired Permit Letter to Owner	Not Started	Tammy Macy
Building	Reports	First Month Report	2	Expired C of O Letter to Applicant	Not Started	Tammy Macy
Building	Reports	First Month Report	2	Expired C of O letter to Property Owner	Not Started	Tammy Macy
Building	Reports	First Month Report	2	Expired water heater permit to applicant	Not Started	Tammy Macy
Building	Reports	First Month Report	2	Expired water heater permit to owner	Not Started	Tammy Macy
Building	Reports	First Month Report	2	iPad Daily single inspection report	Not Started	Tammy Macy
Building	Reports	Other	2	Sets Permit	Not Started	Tammy Macy
Building	Reports	First Month Report	2	Inspection Report B	Not Started	Tammy Macy
Building	Scripting	Other	2	Phase 2-Owner-Builder	Not Started	Tammy Macy
Building	Scripting	Other	2	Phase 2-Renewal Custom List	Not Started	Tammy Macy
Building	Configuration	Other	2	Phase 2-Change to Bldg FR WF	Not Started	Tammy Macy
Building	Scripting	Other	2	Phase 2-Auto Printing	Not Started	Tammy Macy
Code	Reports	First Month Report	2	Report 10: Active Code Case Report	Not Started	Christine Barajas
Code	Reports	First Month Report	2	Report 11: Closed case Report	Not Started	Christine Barajas
Code	Reports	First Month Report	2	Lien	In Progress	Jackie Ramirez
Code	Reports	First Month Report	2	Notice of Violation	In Progress	Jackie Ramirez
Fire	Configuration	Custom Fields	2	# of Acres for FHA & FTA	In Progress	Danae Scott
Fire	Reports	First Month Report	2	Tumbleweed Abatement Reports	In Progress	Danae Scott
Fire	Configuration	Workflow	2	PHASE 2 - Hazard Abatement - workflow issues	Not Started	Steve Wilkinson
FMS	Reports	Other	2	Journal Listing-search by payee name	Not Started	Kimberlee Krueger - MCSE
FMS	Reports	First Month Report	2	All Time Accounting entries report	Not Started	Gordon MacDonald
FMS	Reports	First Month Report	2	TM Summary by Division Module Report	In Progress	Dale Mendenhall, GISP
FMS	Reports	First Month Report	2	TM Export report field length	Not Started	Gordon MacDonald
FMS	Reports	Payment	2	SMI Fianace Report	Not Started	Kimberlee Krueger - MCSE
Land Development	Reports	First Month Report	2	Public Improvement Agreement	Not Started	Rene Martinez
Land Development	Reports	First Month Report	2	Grading / Erosion Control Security Report	Not Started	Rene Martinez
Land Development	Reports	Other	2	Phase 2 Inspection Reports	Not Started	Rene Martinez
Land Development	Reports	Other	2	LUA / LUD Monthly Utility Billing	Not Started	Rene Martinez
Land Development	Configuration	Communications	2	Phase 2 LCO / LGR / LRV	Not Started	Rene Martinez

Attachment: ACP Outstanding Task Requests (2482) : APPROVAL OF SECOND AMENDMENT TO

ACP OUTSTANDING TASK REQUESTS

Land Development	Configuration	Communications	2	Phase 2 LCO / LGR Update	Not Started	Rene Martinez
Land Development	Configuration	Communications	2	Phase 2 LMP Workflow Update	Not Started	Rene Martinez
Land Development	Configuration	Communications	2	Phase 2 LGR Update	Not Started	Rene Martinez
Land Development	Configuration	Communications	2	Phase 2 LGR Update	Not Started	Rene Martinez
Land Development	Configuration	Communications	2	Phase 2 LGR Update	Not Started	Rene Martinez
Land Development	Configuration	Communications	2	Phase 2 LGR Update	Not Started	Rene Martinez
Land Development	Configuration	Communications	2	Phase 2 LGL Update	Not Started	Rene Martinez
Planning	Reports	First Month Report	2	Target Date Reporting	Not Started	Leticia Esquivel
Planning	Reports	First Month Report	2	#13 Trust Accounts	Not Started	Leticia Esquivel
Planning	Reports	First Month Report	2	#17 TUMF Residential Monthly Report	Not Started	Leticia Esquivel
Planning	Reports	First Month Report	2	#18 TUMF Commercial Monthly Report	Not Started	Leticia Esquivel
Planning	Reports	First Month Report	2	#19 MSHCP Commercial Monthly Report	Not Started	Leticia Esquivel
Planning	Reports	First Month Report	2	#20 MSHCP Residential Monthly Report	Not Started	Leticia Esquivel
Planning	Reports	First Month Report	2	#21 & #22 Planning Time Log & Time Accounting	Not Started	Leticia Esquivel
Planning	Reports	First Month Report	2	#26 thru #29 All Planning Activity Data Reports	Not Started	Leticia Esquivel
Planning	Reports	First Month Report	2	#30 Zoning Letter report	Not Started	Leticia Esquivel
Planning	Reports	First Month Report	2	#46 Expired Letter	Not Started	Leticia Esquivel
Planning	Reports	First Month Report	2	Planning Case Transmittal	Not Started	Leticia Esquivel
Planning	Reports	Custom Fields	2	HC WRCOG & Fueling Station Calculation Worksheet	Not Started	Leticia Esquivel
Planning	Reports	First Month Report	2	AR Newspaper Notice	In Progress	Erica Rodriguez
Planning	Reports	First Month Report	2	PC Newspaper Notice	In Progress	Erica Rodriguez
Planning	Reports	First Month Report	2	CC Newspaper Notice	In Progress	Erica Rodriguez
Planning	Reports	First Month Report	2	DH Newspaper Notice	In Progress	Erica Rodriguez
Planning	Reports	First Month Report	2	PC 300' Site Notice-CRYSTAL	In Progress	Erica Rodriguez
Planning	Reports	First Month Report	2	DH 300' Site Notice-CRYSTAL	In Progress	Erica Rodriguez
Planning	Reports	First Month Report	2	CC 300' Site Notice	In Progress	Erica Rodriguez
Planning	Reports	First Month Report	2	AR 300' Site Notice	In Progress	Erica Rodriguez
Planning	Reports	First Month Report	2	CC Display Notice-CRYSTAL	In Progress	Erica Rodriguez
Planning	Reports	First Month Report	2	PC Display Notice- CRYSTAL	In Progress	Erica Rodriguez
Planning	Configuration	Conditions of Approval	2	Add Special "blank" Conditions of Approval to Planning	In Progress	Leticia Esquivel
Planning	Configuration	Custom Fields	2	Update [Conditional Use Permit] Sub-Type	Not Started	Leticia Esquivel
Planning	Scripting	Workflow	2	Renewal Date in custom fields	Not Started	Leticia Esquivel
Special Districts	Reports	First Month Report	2	Report to Summarize Conditions for a Specific Record	Not Started	Jennifer Terry
Special Districts	Reports	Other	2	Report to Summarize Conditions of Approval	Not Started	Jennifer Terry
Special Districts	Configuration	Custom Fields	2	SLC New Custom Field	Not Started	Jennifer Terry
Technology Services	Reports	First Month Report	2	Export report T&M time accounting export	In Progress	Kimberlee Krueger - MCSE
Technology Services	Reports	Other	2	Fire Annual Programs Export from ACP for GIS	Not Started	Dale Mendenhall, GISP
Technology Services	Reports	First Month Report	2	Export report Fire Annual BP MF SM Billing	In Progress	Kimberlee Krueger - MCSE
Building	GIS	Custom Fields	3	PHASE 2-Electrical Utility provider	Not Started	Nick Henderson
Building	GIS	Parcel	3	PHASE 2-GIS MVU utility layer	Not Started	Nick Henderson
Building	Reports	Other	3	Line 6 Batch script	In Progress	Mike Becker
Building	Reports	First Month Report	3	Monthly Building Activity Report	Not Started	Tammy Macy
Building	Reports	First Month Report	3	Fire Damage Notice	Not Started	Tammy Macy
Building	Reports	First Month Report	3	Notice of Code Violation Non-Compliance (Lien)	Not Started	Tammy Macy
Fire	Reports	Other	3	Master Reports comparison	Not Started	Danae Scott
Fire	Design	Other	3	CREATE WORK INSTRUCTIONS	In Progress	Danae Scott
Fire	Security Rights	Other	3	PHASE 2 FOR ACA - create info flyer for contractors to check status	Not Started	Danae Scott
Fire	Filters	Inspections	3	Additional Inspection Filters - Inspectors	Not Started	Danae Scott
Fire	Filters	Inspections	3	Additional Inspection Filters - Office staff	Not Started	Danae Scott
Fire	Configuration	Workflow	3	PHASE 2 - Workflow Validation	Not Started	Steve Wilkinson

ACP OUTSTANDING TASK REQUESTS

Fire	Configuration	Workflow	3	PHASE 2 - Workflow Validation	Not Started	Steve Wilkinson
Fire	Design	Communications	3	PHASE 2 - Automated/standard email to a department	Not Started	Danae Scott
Fire	iPad App	GIS	3	Custom Fields on iPad are programmer name, not alias	Not Started	Danae Scott
Fire	Scripting	Fee	3	DEFERRED - Recalc button doesn't work	In Progress	Danae Scott
Fire	Reports	Other	3	Weed Abatement Invoice-AD HOC	In Progress	Jackie Ramirez
Fire	Reports	Other	3	Weed Abatement - Info Notice Front-AD HOC	Not Started	Jackie Ramirez
Fire	Reports	Other	3	Weed Abatement - Info Notice back-AD HOC	In Progress	Jackie Ramirez
Fire	Reports	Other	3	Weed Abatement - Notice of violation-AD HOC	In Progress	Jackie Ramirez
Fire	Reports	Other	3	Weed Abatement - Final notice of violation-AD HOC	Not Started	Jackie Ramirez
Fire	Reports	Other	3	Weed Abatement - Lien Notice- AD HOC	In Progress	Jackie Ramirez
Fire	Reports	Other	3	Weed Abatement - Lien council meeting notice-AD HOC	In Progress	Jackie Ramirez
Fire	Reports	Other	3	Weed Abatement - Non compliance billing notice page 1-AD HOC	In Progress	Jackie Ramirez
Fire	Reports	Other	3	Weed Abatement - Non compliance billing notice page 2- AD HOC	In Progress	Jackie Ramirez
Fire	Reports	Conditions of Approval	3	ACP Phase 2 - Create Standards for TUP	In Progress	Steve Wilkinson
Fire	Design	Inspections	3	Checklists conditions - arrows not aligned to condition	Not Started	Danae Scott
Fire	Configuration	Workflow	3	Phase 2 - Permit Issuance Due Dates	Not Started	Danae Scott
FMS	Reports	Other	3	Journal Listing-min maz receipt number	Not Started	Kimberlee Krueger - MCSE
Land Development	Configuration	Workflow	3	Phase 2 LCO/LGL/LGR/LMP/LRV/LST WF Update	Not Started	Rene Martinez
Land Development	Configuration	Custom Fields	3	Phase 2 LRV Custom Field Update	Not Started	Rene Martinez
Land Development	Reports	Other	3	Create / Update LD Training Guides	In Progress	Rene Martinez
Planning	Reports	Other	3	Report needed for Renewal Records	Not Started	Leticia Esquivel
Planning	Reports	First Month Report	3	Commercial Plan Checks	In Progress	Erica Rodriguez
Planning	Reports	First Month Report	3	Residential Plan Checks	In Progress	Erica Rodriguez
Planning	Reports	First Month Report	3	Residential Project Applications (Approved)	In Progress	Erica Rodriguez
Planning	Reports	First Month Report	3	Residential Project Applications (Expired)	In Progress	Erica Rodriguez
Planning	Reports	First Month Report	3	Tentative Tract Maps (Approved)	In Progress	Erica Rodriguez
Planning	Reports	First Month Report	3	Tentative Tract Maps (Expired)	In Progress	Erica Rodriguez
Planning	Reports	First Month Report	3	Commerical/Industrial Project Applications	In Progress	Erica Rodriguez
Planning	Configuration	Custom Fields	3	Remove Condo and Tent Tract sub-types	In Progress	Leticia Esquivel
Planning	Configuration	Custom Fields	3	OTC Intake Custom Fields	Not Started	Leticia Esquivel
Planning	Configuration	Custom Fields	3	ADD a "Refresh" check box in Custom Fields to reasses fees	Not Started	Leticia Esquivel

Attachment: ACP Outstanding Task Requests (2482 : APPROVAL OF SECOND AMENDMENT TO



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: March 7, 2017

TITLE: PA12-0005 (TRACT 36436) – APPROVE COOPERATIVE AGREEMENT AMONG THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND KB HOME CALIFORNIA LLC FOR THE QUINCY STREET CHANNEL, STAGE 3 AND LINE G-10, LOCATED ON THE EAST SIDE OF QUINCY STREET BETWEEN BRODIAEA AVENUE AND CACTUS AVENUE. DEVELOPER: KB HOME CALIFORNIA LLC

RECOMMENDED ACTION

Recommendations:

1. Approve the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (the District), the City of Moreno Valley, and KB Home California LLC for the Quincy Street Channel, Stage 3, and Line G-10.
2. Authorize the City Manager to execute the Cooperative Agreement.
3. Direct the City Clerk to forward the signed Cooperative Agreement to the District.

SUMMARY

This report recommends approval of the Cooperative Agreement among the District, the City, and KB Home California LLC to allow for the construction of storm drain facilities. As a condition of approval of project Tentative Tract Map (TTM) 36436 (PA12-0005), the City requires the developer, KB Home California LLC, to construct certain public improvements in order to provide flood protection and drainage as a result of the developer's planned development. The Cooperative Agreement is the District's mechanism by which the District, the City, and the developer coordinate the construction and maintenance of master storm drain facilities. The required facility for

this project includes the construction of an open channel and underground storm drain facility on the proposed project site. The construction will consist of approximately 1,320 lineal feet of a new open channel storm drain system located in the middle of the project, along the easterly side of Quincy Street, and 600 lineal feet of line G-10 on the south side of Brodiaea Avenue, east of the Quincy Channel. The Storm Drain system is surrounded by the proposed residential community. Once constructed, inspected and accepted, the new storm drain will be maintained on an interim basis by the City.

DISCUSSION

The City Council approved the Conditional Use Permit (CUP) PA12-0004 and TTM 36436, PA12-0005, on May 14, 2013 for a 159 single-family residential detached housing project on approximately 43.5 acres. TTM 36436 is a subdivision combining five (5) parcels into 159 lots in order to construct the proposed single-family residential development. The developer proposes to construct the Riverside County Flood Control and Water Conservation District's Master Plan Drain Facilities. This will require the construction of the storm drain facility through their project site. The project site is located west of Wilmot Street between Brodiaea Avenue and Cactus Avenue.

The developer will be responsible for the design and construction of the storm drain improvements. The developer will prepare plans and specifications in accordance with the District's and the City's standards and submit improvement plans to the District and the City for review and approval. The City is willing to review the plans and specifications, provide inspection for the construction, and accept interim ownership and responsibility for the operation and maintenance of the drainage facilities, if the developer meets all requirements of the agreement. The District is willing to review the plans and specifications, provide inspection for the construction, and accept ultimate ownership and responsibility for the maintenance of the District's drainage facilities, if the developer meets all requirements of the agreement. The City will also consent to hold a Faithful Performance bond and Material and Labor bond for both the District's Drainage Facility and the City's Drainage Facility.

The City will maintain the storm drain facility on an interim basis. Once the channel and line G-10 are constructed, inspected and accepted by the District, the District will maintain the MDP storm drain facilities. The improvements will be bonded for by the developer and will be submitted to City Council for approval as part of the tract map approval and Agreement for Public Improvements for PA12-0005 (TR 36436) prior to a storm drain and channel construction permit. The storm drain portion of the bonds will be held by the City until completion of the storm drain system and acceptance of the storm drain improvements by the District and City.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will allow the project to construct master drainage plan storm drain facilities.*

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

FISCAL IMPACT

No fiscal impact.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Zara Terrell
Management Analyst

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

Concurred By:
Guy Pegan, P.E.
Senior Engineer

Concurred By:
Michael Lloyd, P.E.
Engineering Division Manager

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

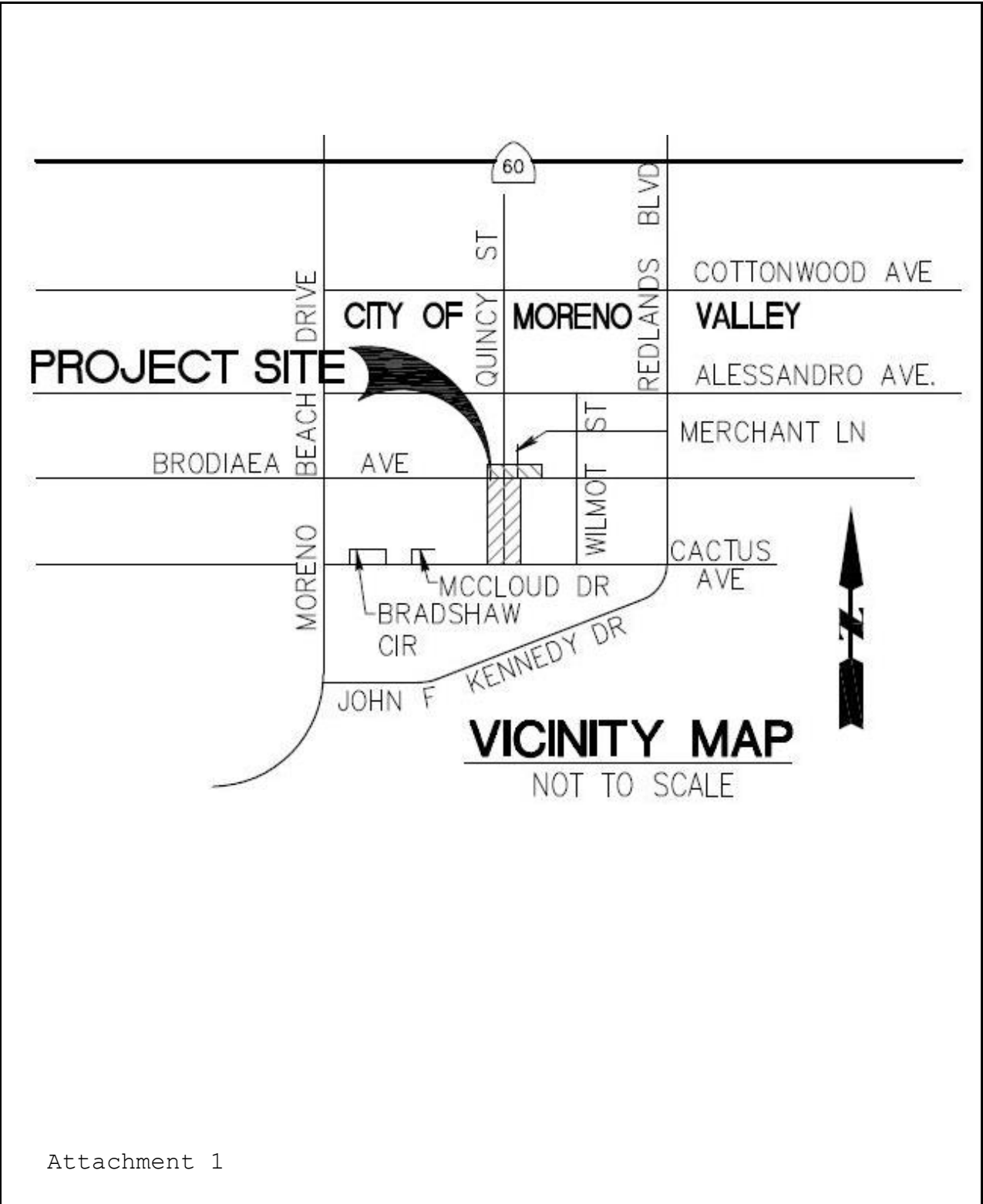
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

1. Vicinity Map - PA12-0005 (TR 36436)
2. Cooperative Agreement TR 36436

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/15/17 6:21 PM
City Attorney Approval	<u>✓ Approved</u>	2/14/17 2:10 PM
City Manager Approval	<u>✓ Approved</u>	2/21/17 2:13 PM



Attachment 1

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PA12-0005 TTM 36436

Attachment: Vicinity Map - PA12-0005 (TR 36436) (2479 : PA12-0005 (TRACT 36436) ? APPROVE COOPERATIVE AGREEMENT)

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COOPERATIVE AGREEMENT
Moreno Master Drainage Plan – Quincy Street Channel, Stage 3
Quincy Street Channel – Line G-10
Project Nos. 4-0-00143-03, 4-0-00401-01
Tract No. 36436

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", the City of Moreno Valley, hereinafter called "CITY", and KB HOME CALIFORNIA LLC, a Delaware limited liability company, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. DEVELOPER has submitted for approval Tract No. 36436 located in the City of Moreno Valley. As a condition of approval for Tract No. 36436, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER'S planned development; and

B. The legal description of Tract No. 36436 is provided on Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities, all as shown on District Drawing No. 4-996, include construction of:

1. Approximately 1,250 lineal feet of channel system, including an associated access road and access ramp on the channel's east side, hereinafter known as "QUINCY STREET CHANNEL STAGE 3" as shown in concept in red on Exhibit "B" attached hereto and made a part hereof; and

2. Approximately 600 lineal feet of underground storm drain system, hereinafter known as "LINE G-10" as shown in concept in blue on Exhibit "B".

Together, QUINCY STREET CHANNEL STAGE 3 and LINE G-10 are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

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D. QUINCY STREET CHANNEL STAGE 3 includes a segment of DISTRICT'S Moreno MDP Line G, hereinafter called "ADP FACILITY", which is an identified segment of CITY'S Moreno Area Drainage Plan (ADP); and

E. The ADP Fee obligation for Tract No. 36436, hereinafter called "OBLIGATION", is two hundred seventy thousand eight hundred fifteen dollars and ninety-five cents (\$270,815.95); and

F. DISTRICT has estimated that upon constructing QUINCY STREET CHANNEL STAGE 3, DEVELOPER would earn ADP Fee credit, hereinafter called "CREDIT", in the amount of six hundred four thousand five hundred dollars (\$604,500); and

G. DISTRICT has estimated that the difference between OBLIGATION and CREDIT will result in an excess ADP Fee credit, hereinafter called "EXCESS CREDIT", in the amount of three hundred thirty-three thousand six hundred eighty-four dollars and five cents (\$333,684.05); and

H. Pursuant to Section IV.b.1 of the "Rules and Regulations for Administration of Area Drainage Plans", dated June 10, 1980, as amended, hereinafter called "RULES", and the provisions of this Agreement, CREDIT earned by DEVELOPER for the construction of ADP FACILITY may be used to satisfy OBLIGATION; and

I. Pursuant to RULES and this Agreement, EXCESS CREDIT may be used to satisfy the requirement to pay ADP Fees for certain properties located within the boundaries of the Moreno ADP, hereinafter called "ELIGIBLE PROPERTIES"; and

J. DEVELOPER and the owner(s) of other ELIGIBLE PROPERTIES may desire to transfer some or all of DEVELOPER'S EXCESS CREDIT to ELIGIBLE PROPERTIES. In such event, DEVELOPER and owner(s) will enter into (a) separate agreement(s) concerning

1 the transfer of DEVELOPER'S EXCESS CREDIT from DEVELOPER to said owner(s) as set
2 forth herein; and

3 K. Associated with the construction of DISTRICT DRAINAGE FACILITIES
4 is the construction of an access road and trail on the west side of QUINCY STREET CHANNEL
5 STAGE 3, hereinafter called "CITY ACCESS ROAD AND TRAIL", as shown in concept in
6 purple on Exhibit "B". CITY ACCESS ROAD AND TRAIL is located within DISTRICT'S
7 QUINCY STREET CHANNEL STAGE 3 right of way. DISTRICT's QUINCY STREET
8 CHANNEL STAGE 3 right of way is hereinafter called "RIGHT OF WAY"; and
9

10 L. Also associated with the construction of DISTRICT DRAINAGE
11 FACILITIES is the construction of the following within CITY-held easements or rights of way:
12

13 1. One (1) five-cell box culvert under Cactus Avenue and two (2) double
14 box culverts under Brodiaea Avenue, hereinafter called "CITY CULVERTS";

15 2. A segment of rectangular channel upstream of QUINCY STREET
16 CHANNEL STAGE 3, hereinafter called "CITY CHANNEL"; and

17 3. Certain underground storm drain laterals that are 36 inches or less in
18 diameter, inlets, catch basins, connector pipes and riprap, hereinafter called
19 "APPURTENANCES".
20

21 Together, CITY CULVERTS, CITY CHANNEL and APPURTENANCES are hereinafter called
22 "CITY DRAINAGE FACILITIES"; and

23 M. Together, DISTRICT DRAINAGE FACILITIES, CITY ACCESS ROAD
24 AND TRAIL and CITY DRAINAGE FACILITIES are hereinafter called "PROJECT"; and
25

26 N. DEVELOPER and CITY desire DISTRICT to accept ownership and
27 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.
28 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for

1 PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES;
2 and

3 O. DEVELOPER and DISTRICT desire CITY to accept ownership and
4 responsibility for the operation and maintenance of CITY DRAINAGE FACILITIES and CITY
5 ACCESS ROAD AND TRAIL. Therefore, CITY must review and approve DEVELOPER'S
6 plans and specifications for PROJECT and subsequently inspect the construction of CITY
7 DRAINAGE FACILITIES and CITY ACCESS ROAD AND TRAIL; and

8 P. DEVELOPER and CITY wish to allow the public to access and utilize CITY
9 ACCESS ROAD AND TRAIL for recreational purposes; therefore, DISTRICT and CITY are willing to
10 divide maintenance responsibilities within DISTRICT'S RIGHT OF WAY as set forth herein.
11 Additionally, CITY is willing to indemnify and hold DISTRICT harmless from any claims arising from
12 public's use of DISTRICT'S RIGHT OF WAY as set forth herein; and

13 Q. DISTRICT is willing to (i) review and approve DEVELOPER's plans and
14 specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE
15 FACILITIES, (iii) accept ownership and responsibility for the operation and maintenance of
16 DISTRICT DRAINAGE FACILITIES and (iv) accept responsibility for the maintenance (not
17 including structural maintenance) of CITY CULVERTS, provided DEVELOPER (a) complies
18 with this Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY approved
19 plans and specifications and (c) obtains and conveys to DISTRICT the necessary rights of way
20 for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES and
21 CITY CULVERTS as set forth herein; and

22 R. CITY is willing to (i) review and approve DEVELOPER'S plans and
23 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold
24 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT

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1 DRAINAGE FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain
 2 DISTRICT DRAINAGE FACILITIES and CITY CULVERTS within CITY rights of way and
 3 (v) accept ownership and responsibility for the operation and maintenance of CITY DRAINAGE
 4 FACILITIES, including structural maintenance of CITY CULVERTS, as well as operation and
 5 maintenance of CITY ACCESS ROAD AND TRAIL, provided PROJECT is constructed in
 6 accordance with plans and specifications approved by DISTRICT and CITY.
 7

8 NOW, THEREFORE, the parties hereto mutually agree as follows:

9 SECTION I

10 DEVELOPER shall:

11 1. Prepare PROJECT plans and specifications, hereinafter called
 12 "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and
 13 submit to DISTRICT and CITY for their respective review and approval.
 14

15 2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic
 16 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by
 17 DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT PLANS,
 18 review and approval of rights of way and conveyance documents and with the processing and
 19 administration of this Agreement.
 20

21 3. Deposit with DISTRICT (Attention: Business Office – Accounts
 22 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
 23 construction as set forth in Section I.8., the estimated cost of providing construction inspection
 24 for DISTRICT DRAINAGE FACILITIES in an amount as determined and approved by
 25 DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including
 26 any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITIES.
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28 If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit

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with DISTRICT, DEVELOPER shall pay such additional amount(s), as deemed reasonably necessary by DISTRICT to complete inspection of PROJECT, within thirty (30) days after receipt of billing from DISTRICT.

4. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry as may be needed for the construction, inspection, operation and maintenance of PROJECT. DEVELOPER shall furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry, as determined and approved by DISTRICT.

5. Furnish DISTRICT with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of DISTRICT DRAINAGE FACILITIES. Such documents include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority.

6. Provide CITY, prior to providing written notice to DISTRICT of the start of construction as set forth in Section I.8. or not less than twenty (20) days prior to recordation of the final map for Tract No. 36487 or any phase thereof, whichever occurs first, with faithful performance and payment bonds each in the amount of one hundred percent (100%) of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT. The surety, amount and form of the bonds, shall be subject to approval of DISTRICT and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT as complete, at which time the bond amount may be

1 reduced to five percent (5%) for a period of one year to guarantee against any defective work,
2 labor or materials.

3 7. [THIS SECTION INTENTIONALLY LEFT BLANK]

4 8. Notify DISTRICT in writing (Attention: Administrative Services Section),
5 at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not
6 begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to
7 DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction
8 of PROJECT.

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

12 10. Obtain and provide DISTRICT, at the time of providing written notice to
13 DISTRICT of the start of construction of PROJECT as set forth in Section I.8., with duly executed
14 Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes,
15 including ingress and egress, for the rights of way deemed necessary by DISTRICT for the
16 construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES as
17 shown in concept in orange on Exhibit "C" attached hereto and made a part hereof. The
18 Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be
19 executed by all legal and equitable owners of the property described in the offer(s).

20 11. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication
21 as set forth in Section I.10., with Preliminary Reports on Title dated not more than thirty (30) days
22 prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

23 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
24 the start of construction as set forth in Section I.8., with a complete list of all contractors and
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1 subcontractors to be performing work on PROJECT, including the corresponding license number
2 and license classification of each. At such time, DEVELOPER shall further identify in writing
3 its designated superintendent for PROJECT construction.
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5 13. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
6 the start of construction as set forth in Section I.8., a construction schedule which shall show the
7 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry out the
8 various parts of work, including estimated start and completion dates. As construction of
9 PROJECT progresses, DEVELOPER shall update said construction schedule as requested by
10 DISTRICT.
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12 14. Furnish DISTRICT with final mylar PROJECT plans and assign their
13 ownership to DISTRICT prior to the start of PROJECT construction.

14 15. Not permit any change to or modification of the DISTRICT and CITY
15 approved IMPROVEMENT PLANS without the prior written permission and consent of
16 DISTRICT and CITY.
17

18 16. Comply with all Cal/OSHA safety regulations including regulations
19 concerning confined space and maintain a safe working environment for DEVELOPER, CITY
20 and DISTRICT employees on the site.

21 17. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
22 the start of construction as set forth in Section I.8., with a confined space entry procedure specific
23 to PROJECT. The procedure shall comply with requirements contained in California Code of
24 Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit
25 Required Confined Space and District Confined Space Procedures, SOM-18. The procedure shall
26 be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.
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18. DEVELOPER shall not commence operations until DISTRICT and CITY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

Without limiting or diminishing DEVELOPER'S obligation to indemnify or hold DISTRICT or CITY harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER'S performance of its obligations hereunder. Policy shall name the City of Moreno Valley, the Riverside County Flood

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Control and Water Conservation District and County, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If DEVELOPER'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the City of Moreno Valley, the Riverside County Flood Control and Water Conservation District and County, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds.

D. Professional Liability:

DEVELOPER shall maintain Professional Liability Insurance providing coverage for DEVELOPER'S performance of work included

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within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If DEVELOPER'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and DEVELOPER shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage), or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement, or 3) demonstrate through Certificates of Insurance that DEVELOPER has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue as long as the law allows.

E. General Insurance Provisions - All Lines:

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii. DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager

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before the commencement of operations under this Agreement.
Upon notification of self-insured retention deemed unacceptable to DISTRICT, and at the election of CITY and the County Risk Manager, DEVELOPER'S carriers shall either 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration and defense costs and expenses.

iii. DEVELOPER shall cause their insurance carrier(s) to furnish CITY and DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by CITY or the County Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of sixty (60) days written notice shall be given to CITY and DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER'S insurance carrier(s) to furnish a 60 day Notice of Cancellation Endorsement.

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In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith unless DISTRICT and CITY receive, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

iv. It is understood and agreed by the parties hereto that DEVELOPER'S insurance shall be construed as primary insurance, and CITY and DISTRICT'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

v. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT and CITY reserve the right to adjust the types of insurance required under this Agreement and the monetary

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limits of liability for the insurance coverages currently required herein, if, in CITY's or the County Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

vi. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to CITY and DISTRICT.

viii. DEVELOPER agrees to notify CITY and DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for CITY or DISTRICT, at their sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

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

21. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Development Review Section) and CITY with written notice that PROJECT construction is substantially complete and requesting that DISTRICT conduct a final

1 inspection of DISTRICT DRAINAGE FACILITIES and CITY conduct a final inspection of
2 PROJECT.

3
4 22. Upon completion of PROJECT construction, and upon acceptance by CITY
5 of all street rights of way deemed necessary by DISTRICT and CITY for the operation and
6 maintenance of DISTRICT DRAINAGE FACILITIES and CITY DRAINAGE FACILITIES, but
7 prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership,
8 operation and maintenance, convey or cause to be conveyed to DISTRICT the flood control
9 easement(s) and/or fee parcel(s), including ingress and egress, for the rights of way deemed
10 necessary by DISTRICT for the operation and maintenance of DISTRICT DRAINAGE
11 FACILITIES, in a form approved by DISTRICT, for the rights of way as shown in concept in
12 orange on Exhibit "C".
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14 23. At the time of recordation of the conveyance document(s), as set forth in
15 Section I.22., furnish DISTRICT with policies of title insurance each in the amount of not less
16 than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
17 easement parcel to be conveyed to DISTRICT guaranteeing DISTRICT'S interest in said property
18 as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases
19 (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are deemed
20 acceptable.
21

22 24. At the time of recordation of the conveyance document(s), as set forth in
23 Section I.22., furnish DISTRICT with policies of title insurance each in the amount of not less
24 than one hundred percent (100%) of the estimated fee value, as determined by DISTRICT, for
25 each fee parcel to be conveyed to DISTRICT guaranteeing DISTRICT'S interest in said property
26 as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases
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1 (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are deemed
2 acceptable.

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4 25. Accept ownership and sole responsibility for the operation and maintenance
5 of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation
6 and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts ownership and
7 responsibility for the operation and maintenance of CITY DRAINAGE FACILITIES. Further, it
8 is mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership and
9 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES,
10 PROJECT and shall be in a satisfactorily maintained condition as solely determined by
11 DISTRICT. If subsequent to the inspection and in the sole discretion of DISTRICT, DISTRICT
12 DRAINAGE FACILITIES are not in an acceptable condition, corrections shall be made at sole
13 expense of DEVELOPER.
14

15 26. [THIS SECTION INTENTIONALLY LEFT BLANK]

16 27. Upon completion of PROJECT construction, but prior to DISTRICT
17 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,
18 provide or cause its civil engineer of record or construction civil engineer of record, duly
19 registered in the State of California, to provide DISTRICT with a redlined "record drawings" copy
20 of PROJECT plans. After DISTRICT approval of the redlined "record drawings",
21 DEVELOPER'S engineer shall schedule with DISTRICT a time to transfer the redlined changes
22 onto DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review,
23 stamp and sign the original PROJECT engineering plans "record drawings".
24

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

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4 SECTION II

5 DISTRICT shall:

6 1. Review and approve IMPROVEMENT PLANS prior to the start of
7 PROJECT construction.

8 2. Provide CITY with an opportunity to review and approve IMPROVEMENT
9 PLANS prior to DISTRICT'S final approval.

10 3. Upon execution of this Agreement, record or cause to be recorded a copy of
11 this Agreement in the Official Records of the Riverside County Recorder.

12 4. Record or cause to be recorded the Irrevocable Offer(s) of Dedication
13 provided by DEVELOPER pursuant to Section I.10.

14 5. Inspect DISTRICT DRAINAGE FACILITIES' construction.

15 6. Keep an accurate accounting of all DISTRICT costs associated with the
16 review and approval of IMPROVEMENT PLANS, the review and approval of right of way and
17 conveyance documents and the processing and administration of this Agreement.

18 7. Keep an accurate accounting of all DISTRICT construction inspection costs
19 and, within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE
20 FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit,
21 as set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the
22 excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE
23 FACILITIES as being complete.

24 8. Accept ownership and sole responsibility for the operation and maintenance
25 of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT
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1 DRAINAGE FACILITIES in accordance with Section I.21., (ii) DISTRICT acceptance of
 2 PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed "record
 3 drawings" of PROJECT plans, as set forth in Section I.27., (iv) recordation of all conveyance
 4 documents described in Section I.22., (v) CITY acceptance of all necessary street rights of way
 5 as deemed necessary by DISTRICT and CITY for the operation and maintenance of DISTRICT
 6 DRAINAGE FACILITIES and CITY DRAINAGE FACILITIES, (vi) CITY acceptance of CITY
 7 DRAINAGE FACILITIES for ownership, operation, and maintenance and (vii) DISTRICT'S sole
 8 determination that DISTRICT DRAINAGE FACILITIES are in a satisfactory condition.

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 10 9. Accept responsibility for the maintenance (not including structural
 11 maintenance) of CITY CULVERTS.

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 13 10. Provide CITY with a reproducible duplicate copy of "record drawings"
 14 PROJECT plans upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being
 15 complete.

16 SECTION III

17 CITY shall:

- 18 1. Review and approve IMPROVEMENT PLANS prior to the start of
- 19 PROJECT construction.
- 20 2. Accept the CITY and DISTRICT approved faithful performance and
- 21 payment bonds submitted by DEVELOPER, as set forth in Section I.6., and hold said bonds as
- 22 provided herein.
- 23 3. Inspect PROJECT construction.
- 24 4. Consent, by execution of this Agreement, to the recording of any Irrevocable
- 25 Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.
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5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES, and convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES.

6. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES and CITY CULVERTS within CITY rights of way.

7. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete, accept sole responsibility for keeping in safe condition all public trails, pathways and access roads associated therewith, including but not limited to, removal of trash and debris, performing graffiti removal and vegetation control including any necessary mowing, cutting and weed abatement associated therewith.

8. Prior to constructing any improvements or performing any physical modifications within DISTRICT'S RIGHT OF WAY, obtain an encroachment permit from DISTRICT, pursuant to its rules and regulations.

9. Remove any unauthorized structures or improvements or cease any interfering use upon receipt of a written notification from DISTRICT in the event DISTRICT'S General Manager-Chief Engineer determines that such structures or improvements or use of DISTRICT'S RIGHT OF WAY in any way interfere with DISTRICT DRAINAGE FACILITIES' primary purpose and function.

10. Assume all obligations to maintain any recreational amenities located within DISTRICT'S RIGHT OF WAY, including but not limited to, repairing and/or replacing pathways,

1 access roads, irrigation works, landscape maintenance and the routine removal of accumulated
2 litter, trash and debris associated with public's use of DISTRICT'S RIGHT OF WAY.

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4 11. Assume all liability in conjunction with the public's use of DISTRICT'S
5 RIGHT OF WAY including claims of third persons for injury or death or damage to property.
6 Said obligation shall not include any inverse condemnation liability of CITY by reason of location
7 of DISTRICT DRAINAGE FACILITIES or DISTRICT'S improvements thereto unless such
8 liability is the result of public's use of the property pursuant to CITY'S actual or tacit consent.

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10 12. Be solely responsible for providing public security and safety in conjunction
11 with the public's use of DISTRICT'S RIGHT OF WAY.

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13 13. Ensure the safety of all persons who may use DISTRICT'S RIGHT OF WAY
14 by conducting regular safety inspections and promptly repairing any damage to DISTRICT'S
15 RIGHT OF WAY that may be necessary.

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17 14. Repair any damage to DISTRICT DRAINAGE FACILITIES or
18 DISTRICT'S RIGHT OF WAY resulting from CITY'S or the public's use thereof.

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20 15. Accept ownership and sole responsibility for the operation and maintenance
21 of CITY DRAINAGE FACILITIES, as well as structural maintenance of CITY CULVERTS,
22 upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership and
23 responsibility for operation and maintenance.

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

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SECTION IV

It is further mutually agreed:

1. Pursuant to the terms of this Agreement and RULES, the ADP Fee Credit ("CREDIT") may be used to offset the ADP fee obligation(s) for Tract No. 36436 and/or certain properties located within Moreno ADP ("ELIGIBLE PROPERTIES"). Once CREDIT is credited to DEVELOPER, DEVELOPER may transfer all or a part thereof to the owner(s) of the ELIGIBLE PROPERTIES and said owner(s) may use said credit(s) to offset its (their) ADP fee obligation(s) associated with any of the ELIGIBLE PROPERTIES. It is mutually understood and agreed that CREDIT earned by DEVELOPER pursuant to this Agreement may only be transferred to the ELIGIBLE PROPERTIES and no others. It is further mutually understood and agreed that DEVELOPER may divide its CREDIT among multiple ELIGIBLE PROPERTIES; however, each CREDIT transfer may occur only once.

2. In order to transfer any ADP Fee Credits earned pursuant to Section IV.1. to the owner(s) of ELIGIBLE PROPERTIES, its (their) successors or assignees, an ADP Credits Transfer/Sale Agreement between DEVELOPER, its successors or assignees and the party that is to receive said ADP Fee Credit(s) must be executed prior to the payment of applicable ADP drainage fees on the property for which the credit transfer is proposed. DEVELOPER shall provide DISTRICT with an original copy of each agreement. The form of the ADP Credits Transfer/Sale Agreement shall be substantially the same as set forth in Exhibit "D", attached hereto and made a part hereof, and shall clearly specify the parcel map number and owner transferring ADP Fee Credits, the Assessor's Parcel Number ("APN") and ownership of the property that is to receive the ADP Fee Credits, the amount of the ADP Fee Credits being transferred, certification that the contents of the Transfer/Sales Agreement are correct, and bear

1 the properly notarized signatures of both the "Assignor" and the "Assignee". The foregoing
 2 notwithstanding, no transfer of ADP Fee Credits shall become effective until an original copy of
 3 the fully executed Transfer/Sales Agreement is provided to DISTRICT and countersigned by
 4 DISTRICT'S Chief of Planning Division.
 5

6 3. The distribution and transfer of ADP Fee Credits by and between
 7 DEVELOPER and the owner(s) of ELIGIBLE PROPERTIES is strictly a private business
 8 transaction between said parties and neither DISTRICT nor CITY shall play any role in
 9 adjudicating or arbitrating such matters.
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11 4. All construction work involved with PROJECT shall be inspected by
 12 DISTRICT and CITY, and shall not be deemed complete until DISTRICT and CITY mutually
 13 agree in writing that construction is completed in accordance with DISTRICT and CITY approved
 14 IMPROVEMENT PLANS.
 15

16 5. CITY and DEVELOPER personnel may observe and inspect all work being
 17 done on PROJECT, but shall provide any comments to DISTRICT personnel who shall be solely
 18 responsible for all quality control communications with DEVELOPER'S contractor(s) during the
 19 construction of PROJECT.
 20

21 6. DEVELOPER shall complete construction of PROJECT within twelve (12)
 22 consecutive months after execution of this Agreement and within one hundred twenty (120)
 23 consecutive calendar days after commencing work on PROJECT. It is expressly understood that
 24 since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within
 25 the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and
 26 require DEVELOPER'S surety to pay to CITY the penal sum of any and all bonds. In which case,
 27 CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.
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1 7. If DEVELOPER fails to commence construction of PROJECT within nine
 2 (9) months after execution of this Cooperative Agreement, then DISTRICT reserves the right to
 3 withhold issuance of the Notice to Proceed pending a review of the existing site conditions as they
 4 exist at the time DEVELOPER provides written notification to DISTRICT of the start of
 5 construction as set forth in Section I.8. In the event of a change in the existing site conditions that
 6 materially affects PROJECT function or DISTRICT'S ability to operate and maintain DISTRICT
 7 DRAINAGE FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT
 8 PLANS as deemed necessary by DISTRICT.

9
 10 8. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within
 11 twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in Section I.8.;
 12 however, DISTRICT'S construction inspection staff is limited and, therefore, the issuance of a
 13 Notice to Proceed is subject to staff availability.

14
 15 In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed,
 16 DEVELOPER may elect to furnish an independent qualified construction inspector at
 17 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation
 18 of the individual's credentials and experience to DISTRICT for review and, if appropriate,
 19 approval. DISTRICT shall review the individual's qualifications and experience, and upon
 20 approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized
 21 to act on DISTRICT'S behalf on all PROJECT construction and quality control matters. If
 22 DEVELOPER'S initial construction inspection deposit furnished pursuant to Section I.3. exceeds
 23 ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent
 24 (80%) of DEVELOPER'S initial inspection deposit within forty-five (45) days of DISTRICT'S
 25 approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars
 26 (\$10,000) shall be retained on account.
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9. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written request for permission from DISTRICT to work the additional hours. The request shall be submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT at its sole discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments thereto, of the County of Riverside.

10. DEVELOPER shall indemnify and hold harmless DISTRICT and CITY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DEVELOPER'S (including its officers, employees, subcontractors and agents) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to (a) property damage, (b) bodily injury or death, (c) liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance or regulation caused by the diversion of waters from the natural drainage patterns or the discharge of drainage within or from PROJECT or (d) any other element of any kind or nature whatsoever.

1 11. DEVELOPER shall defend, at its sole expense, including all costs and fees
2 (including but not limited to attorney fees, cost of investigation, defense and settlements or
3 awards), DISTRICT and CITY (including their respective agencies, districts, special districts and
4 departments, their respective directors, officers, Board of Supervisors, elected and appointed
5 officials, employees, agents and representatives) in any claim proceeding or action for which
6 indemnification is required.
7

8 12. With respect to any of DEVELOPER'S indemnification requirements,
9 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall
10 have the right to adjust, settle, or compromise any such claim, proceeding or action without the
11 prior consent of DISTRICT and CITY; provided, however, that any such adjustment, settlement
12 or compromise in no manner whatsoever limits or circumscribes DEVELOPER'S indemnification
13 obligations to DISTRICT and CITY.
14

15 13. DEVELOPER'S indemnification obligations shall be satisfied when
16 DEVELOPER has provided to DISTRICT and CITY the appropriate form of dismissal (or similar
17 document) relieving DISTRICT and CITY from any liability for the claim, proceeding or action
18 involved.
19

20 14. The specified insurance limits required in this Agreement shall in no way
21 limit or circumscribe DEVELOPER'S obligations to indemnify and hold harmless DISTRICT and
22 CITY from third party claims.

23 15. In the event there is conflict between this Section and California Civil Code
24 Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782.
25 Such interpretation shall not relieve the DEVELOPER from indemnifying DISTRICT or CITY
26 to the fullest extent allowed by law.
27
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1 16. Any waiver by DISTRICT or by CITY of any breach of any one or more of
 2 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other
 3 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to
 4 require exact, full and complete compliance with any terms of this Agreement shall not be
 5 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from
 6 enforcement hereof.
 7

8 17. This Agreement is to be construed in accordance with the laws of the State
 9 of California. If any provision in this Agreement is held by a court of competent jurisdiction to be
 10 invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect
 11 without being impaired or invalidated in any way.
 12

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

15 RIVERSIDE COUNTY FLOOD CONTROL
 16 AND WATER CONSERVATION DISTRICT
 17 1995 Market Street
 Riverside, CA 92501
 Attn: Administrative Services Section

CITY OF MORENO VALLEY
 14177 East Frederick Street
 Moreno Valley, CA 92552
 Attn: City Engineer

18 KB HOMES CALIFORNIA LLC
 19 36310 Inland Valley Drive
 Wildomar, CA 92595
 20 Attn: John Miles

21 19. Any action at law or in equity brought by any of the parties hereto for the
 22 purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of
 23 competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive
 24 all provisions of law providing for a change of venue in such proceedings to any other county.
 25

26 20. This Agreement is the result of negotiations between the parties hereto and
 27 the advice and assistance of their respective counsel. The fact that this Agreement was prepared
 28 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty

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or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

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

22. DEVELOPER shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of the other parties hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Agreement.

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

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

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

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
JASON E. UHLEY
General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By _____
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Moreno Master Drainage Plan – Quincy Street Channel, Stage 3
Moreno Master Drainage Plan – Line G-10
Project No. 4-0-00143-03
Tract No. 36436
LMD:bad
10-27-16

1 RECOMMENDED FOR APPROVAL: CITY OF MORENO VALLEY

2

3 By _____ By _____

4 AHMAD R. ANSARI
Public Works Director/City Engineer

MICHELLE DAWSON
City Manager

5

6

7 APPROVED AS TO FORM:
8 MARTIN D. KOCZANOWICZ
City Attorney

ATTEST:

9

10 By _____

By _____

11 PAUL EARLY
Assistant City Attorney

MARIE MACIAS
Interim City Clerk

12

(SEAL)

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25 Moreno Master Drainage Plan – Quincy Street Channel, Stage 3
26 Moreno Master Drainage Plan – Line G-10
27 Project No. 4-0-00143-03
28 Tract No. 36436
LMD:bad
10-27-16

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KB HOMES CALIFORNIA, LLC
a Delaware limited liability company

By _____
SCOTT HANSEN
Vice President, Forward Planning

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Moreno Master Drainage Plan – Quincy Street Channel, Stage 3
Moreno Master Drainage Plan – Line G-10
Project No. 4-0-00143-03
Tract No. 36436
LMD:bad
10-27-16

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EXHIBIT "D"

SAMPLE:
ADP CREDITS Transfer/Sale Agreement

Pursuant to an Agreement dated _____, 20____, between the Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", the City of Moreno Valley, hereinafter called "CITY", and _____, hereinafter called "DEVELOPER", which is hereby incorporated herein by this reference and hereinafter called "AGREEMENT", and for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned agree as follows:

1. DEVELOPER, hereinafter called "ASSIGNOR", currently owns \$_____ of Moreno Area Drainage Plan Credits, hereinafter called "CREDITS", originally earned on _____ as evidenced by the attached CREDIT STATEMENT.

2. ASSIGNOR hereby transfers, sells, grants and conveys \$_____ of said CREDITS and all of the rights, title, interest, benefits and privileges of said CREDITS to _____, hereinafter called "ASSIGNEE", to satisfy the requirement to pay drainage fees for APN [List all applicable: _____] located within the Moreno Area Drainage Plan.

3. ASSIGNEE hereby accepts the foregoing transfer of CREDITS and certifies that the foregoing is correct and is aware of and understands the terms of AGREEMENT.

4. The transfer or sale of CREDITS provided for under this Transfer/Sale Agreement may be the subject of additional agreements between ASSIGNOR and ASSIGNEE. Notwithstanding any term, condition or provision of such additional agreements, the rights of DISTRICT arising under or from AGREEMENT, and this Transfer/Sale Agreement shall not be affected, diminished or defeated in any way; except upon the express written agreement of DISTRICT.

5. The transfer or sale of CREDITS provided for under this Transfer/Sale Agreement shall not be deemed effective until a fully executed original copy of this document is provided to DISTRICT and countersigned by DISTRICT'S Chief of Planning Division.

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EXHIBIT "D"

"ASSIGNOR"

By: _____
Name: _____
Title: _____
Dated: _____

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

"ASSIGNEE"

By: _____
Name: _____
Title: _____
Dated: _____

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: _____
CHIEF OF PLANNING DIVISION

Dated: _____

Exhibit A

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL A:

LOT 5, BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

EXCEPTING THE EAST 77.1 FEET AS CONVEYED TO THE MORENO VALLEY UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION BY DEED RECORDED JUNE 25, 1992 AS INSTRUMENT NO. 234819 OFFICIAL RECORDS.

APN: 478-100-034-1

PARCEL B:

LOT 8, BLOCK 133, AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALLESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

APN: 478-090-007-7

PARCEL C:

PARCEL "B" OF LOT LINE ADJUSTMENT NO. 940/AND CERTIFICATE OF COMPLIANCE RECORDED MARCH 25, 2004 AS INSTRUMENT NO. 2004-210418, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

LOT 4, OF BLOCK 134 AND THAT PORTION OF LOT 1 OF BLOCK 133 OF MAP NO. 1, AS SHOWN ON BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 1, SAID CORNER BEING THE CENTERLINE INTERSECTION OF BRODIAEA AVENUE, 80.00 FEET WIDE AND QUINCY STREET, 60.00 FEET WIDE; THENCE ALONG SAID CENTERLINE OF SAID BRODIAEA AVENUE, NORTH 89° 33' 51" WEST, AS SHOWN ON PARCEL MAP 8114, ON FILE IN BOOK 38, PAGE 28, OF PARCEL MAPS, CORDS OF SAID COUNTY (EAST, AS SHOWN ON SAID BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP), A DISTANCE OF 262.12 FEET TO A POINT, SAID POINT BEING SOUTH 89° 33' 51" EAST, A DISTANCE OF 397.94 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE AT RIGHT ANGLES TO SAID CENTERLINE OF SAID BRODIAEA AVENUE, SOUTH 0° 26' 09" WEST, A DISTANCE OF 133.00 FEET; THENCE ALONG SAID PARALLEL LINE, NORTH 89° 33' 51" WEST, A DISTANCE OF 58.00 FEET; THENCE ALONG SAID PARALLEL LINE, SOUTH 0° 26' 09" WEST, A DISTANCE OF 527.13 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89° 33' 42" EAST, A DISTANCE OF 320.06

COOPERATIVE AGREEMENT

Moreno Master Drainage Plan – Quincy Street Channel, Stage 3

Moreno Master Drainage Plan – Line G-10

Project No. 4-0-00143-03

Tract No. 36436

Page 1 of 2

Exhibit A

FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 4, SOUTH 89° 33' 42" EAST, A DISTANCE OF 660.06 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE ALONG THE EASTERLY LINE OF SAID LOT 4, NORTH 0° 26' 27" EAST, A DISTANCE OF 660.17 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 4, SAID CORNER BEING ON SAID CENTERLINE OF SAID BRODIAEA AVENUE; THENCE ALONG SAID CENTERLINE, NORTH 89° 33' 51" WEST, A DISTANCE OF 660.06 FEET TO THE POINT OF BEGINNING.

APN: 478-090-036-3 AND 478-100-010-9

PARCEL D:

LOT 3, BLOCK 134 AS SHOWN BY MAP NO. 1 OF BEAR VALLEY & ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

APN: 478-100-009-9

COOPERATIVE AGREEMENT

Moreno Master Drainage Plan – Quincy Street Channel, Stage 3

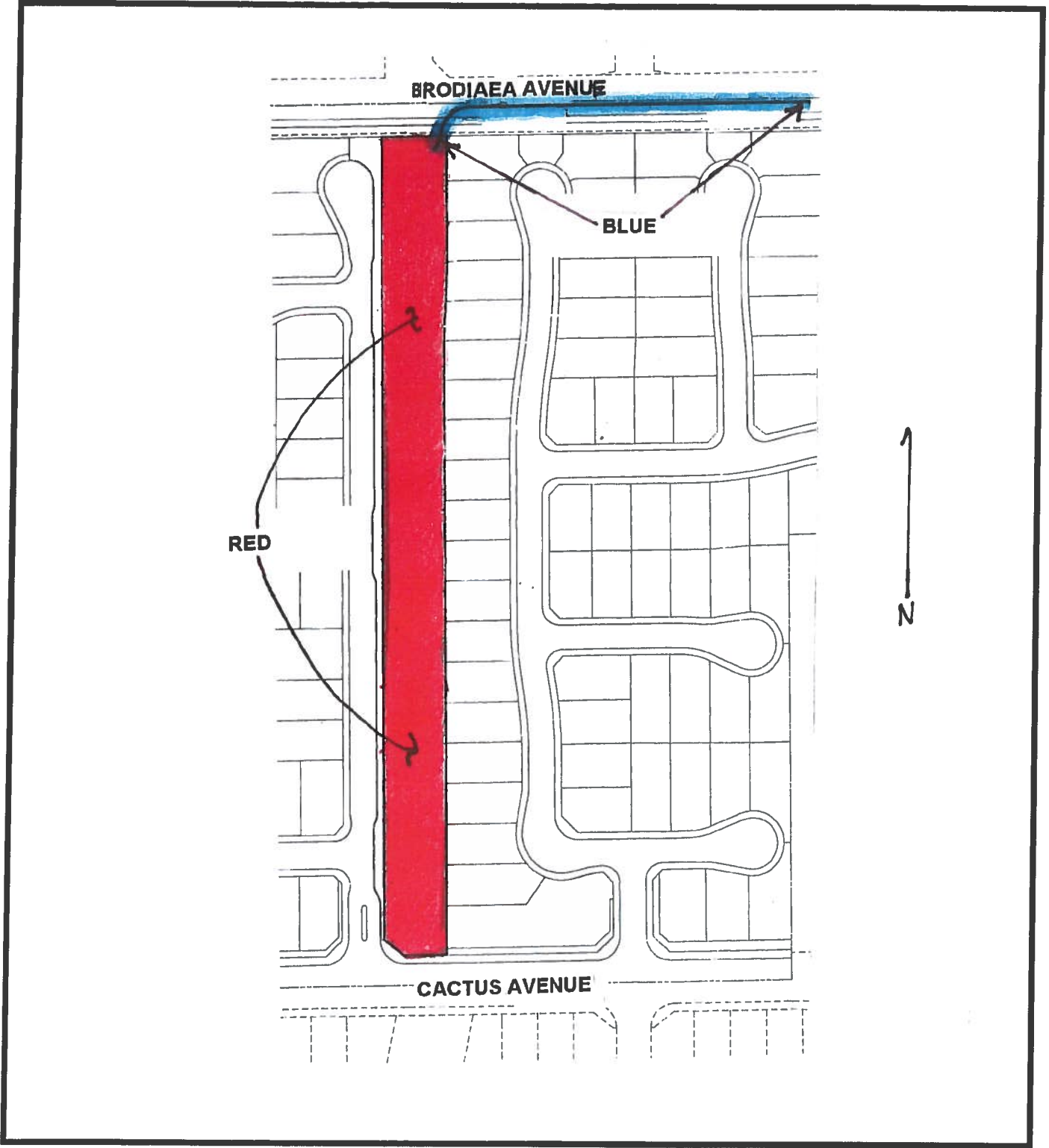
Moreno Master Drainage Plan – Line G-10

Project No. 4-0-00143-03

Tract No. 36436

Page 2 of 2

Exhibit B



COOPERATIVE AGREEMENT

Moreno Master Drainage Plan – Quincy Street Channel, Stage 3

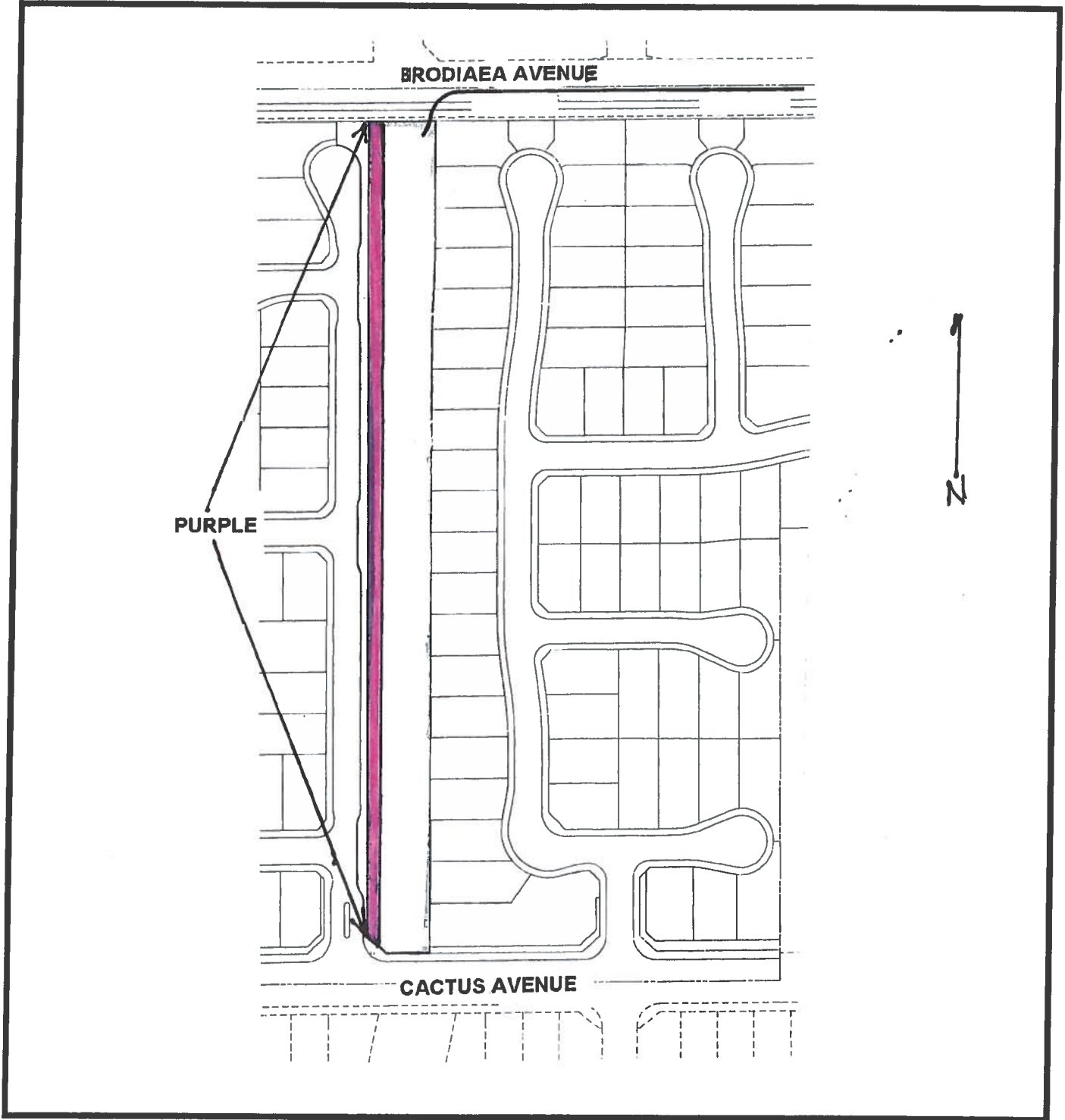
Moreno Master Drainage Plan – Line G-10

Project No. 4-0-00143-03

Tract No. 36436

Page 1 of 2

Exhibit B



COOPERATIVE AGREEMENT

Moreno Master Drainage Plan – Quincy Street Channel, Stage 3

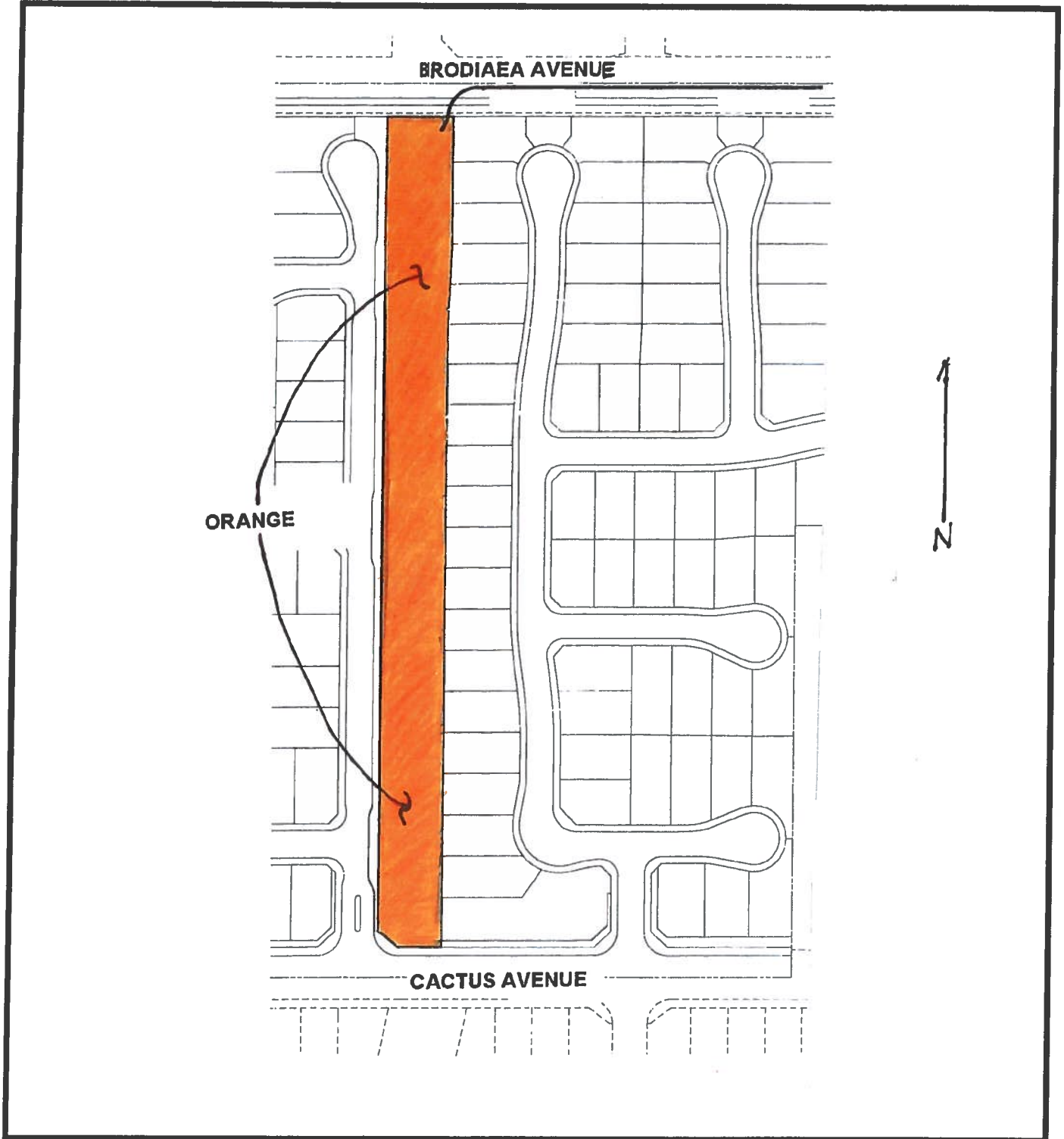
Moreno Master Drainage Plan – Line G-10

Project No. 4-0-00143-03

Tract No. 36436

Page 2 of 2

Exhibit C



COOPERATIVE AGREEMENT

Moreno Master Drainage Plan – Quincy Street Channel, Stage 3

Moreno Master Drainage Plan – Line G-10

Project No. 4-0-00143-03

Tract No. 36436

Page 1 of 1



Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief

AGENDA DATE: March 7, 2017

TITLE: ACCEPTANCE OF THE FISCAL YEAR 2016 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT AWARD

RECOMMENDED ACTION

Recommendation:

1. Accept the Fiscal Year 2016 State Homeland Security Program (SHSP) grant award of \$30,425 from the Riverside County Emergency Management Department and approve the associated budget adjustments.

SUMMARY

This report recommends acceptance of the Fiscal Year 2016 State Homeland Security Program (SHSP) grant award in the amount of \$30,425 and the related budget adjustments. Funds will be utilized to support Community Emergency Response Team (CERT) training, equipment, and exercises.

DISCUSSION

The Fiscal Year 2016 SHSP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The Fiscal Year 2016 SHSP's allowable costs support these efforts and, for the City of Moreno Valley, this grant is limited to expenditures related to Community Emergency Response Team (CERT) training, equipment, and exercises.

The Riverside County Emergency Management Department (EMD) on behalf of all jurisdictions in Riverside County, applies for this federal grant on an annual basis.

Riverside County EMD then distributes the grant funding to eligible agencies throughout the Operational Area. This year, the Fire Department has submitted to utilize the grant funding for the salary and benefits associated with the Office of Emergency Management Program Specialist during Fiscal Year 2016/2017 and Fiscal Year 2017/2018. This position will directly assist in teaching CERT classes to the community.

ALTERNATIVES

- 1. Accept the Fiscal Year 2016 State Homeland Security Program (SHSP) grant award. *This alternative will allow the City to receive Fiscal Year 2016 Homeland Security Grant funding which will allow the Office of Emergency Management to better prepare the citizens of Moreno Valley for a natural or man-made disaster.*
- 2. Do not accept the Fiscal Year 2016 State Homeland Security Program (SHSP) grant award. *This alternative will prohibit the City from receiving Fiscal Year 2016 Homeland Security Grant funding which will hinder the ability of the citizens of Moreno Valley to be prepared to survive a natural or man-made disaster.*

FISCAL IMPACT

The revenue and expenditures for this grant will be allocated in 2503-40-47-74106. There is no impact to the General Fund.

Description	Fund/GL Account No.	Type (Rev/Exp)	FY 16/17 Budget	Proposed Adjustments	FY 16/17 Amended Budget
Receipt of Grant	2503-40-47-74106	Rev	\$0	\$30,425	\$30,425
Administration	2503-40-47-74106	Exp	0	30,425	30,425

NOTIFICATION

The Fiscal Year 2016 State Homeland Security Program (SHSP) grant award was presented on February 21, 2017, to the Public Safety Subcommittee. The Subcommittee reviewed the Award and in alignment with the desire to pursue alternate funding sources, recommended that it be presented to City Council for approval.

PREPARATION OF STAFF REPORT

Prepared By:
Steve Wilkinson
Management Analyst

Department Head Approval:
Abdul R. Ahmad
Fire Chief

Concurred By:
Zuzette Bricker
Office of Emergency Management Program Manager

CITY COUNCIL GOALS

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 2.9: Building upon momentum established with the El Niño Preparedness initiative, maintain and expand partnerships with community organizations throughout the City.

Objective 2.10: Ensure that the City's emergency management program (including mitigation, preparedness, response and recovery) addresses needs of persons with disabilities and people with access and functional needs.

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/21/17 8:25 AM
City Attorney Approval	<u>✓ Approved</u>	2/09/17 4:31 PM
City Manager Approval	<u>✓ Approved</u>	2/21/17 2:28 PM



Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief

AGENDA DATE: March 7, 2017

TITLE: ACCEPTANCE OF THE FISCAL YEAR 2016 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM (EMPG) GRANT AWARD

RECOMMENDED ACTION

Recommendation:

1. Accept the Fiscal Year 2016 Emergency Management Performance Grant Program (EMPG) grant award of \$35,746 from the Riverside County Emergency Management Department.

SUMMARY

This report recommends acceptance of the Fiscal Year 2016 Emergency Management Performance Grant Program (EMPG) grant award in the amount of \$35,746. Funds will be utilized to support Emergency Management related activities.

DISCUSSION

The purpose of the EMPG is to sustain and improve comprehensive emergency management programs at the state, tribal and local levels from all man-made and natural disasters through the prevention, mitigation, response, and recovery of all hazard events. An all hazards approach to emergency response, including the development of a comprehensive program of planning, training, and exercises, means that there can be an effective and consistent response to disasters and emergencies regardless of the cause. Additionally, it involves building long-term strategic partnerships within the emergency management community.

This grant is authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (42 U.S.C. 5121 et seq.) and provides a system of emergency preparedness for the protection of life and property in the United States from hazards.

The EMPG grant program provides reimbursement of up to 50 percent of allowable costs, with the City providing the other 50 percent match. The City's match requirement is typically met each year when City Council adopts the budget and allocates funding for the Office of Emergency Management Program Manager.

The Riverside County Emergency Management Department (EMD), on behalf of all jurisdictions in Riverside County, applies for this grant on an annual basis. Riverside County EMD then distributes the grant funding to eligible agencies throughout the Operational Area. This year, the Fire Department has submitted to utilize the grant funding for the salary and benefits associated with the Office of Emergency Management Program Specialist from December 2016 through April 2017.

Additionally, grant funds will be utilized to renew the City's Emergency Alert and Warning Notification System, commonly referred to as "Alert MoVal". This system will provide timely notification to the public on actions they can take to aid themselves and their family, greatly enhancing the safety of the residents in Moreno Valley and potentially reducing the number of injuries, deaths, and loss of property due to a disaster or catastrophic event.

ALTERNATIVES

1. Accept the Fiscal Year 2016 Emergency Management Performance Grant Program (EMPG) award. *This alternative will allow the City to receive Emergency Management Grant funding which will allow the Office of Emergency Management to better prepare City staff to operate efficiently during a disaster.*
2. Do not accept the Fiscal Year 2016 Emergency Management Performance Grant Program (EMPG) award. *This alternative will prohibit the City from receiving Emergency Management Grant funding which will hinder the City's ability to operate efficiently during a disaster.*

FISCAL IMPACT

The funding for this grant has been allocated by City Council through the budget adoption process as this is an annual, recurring grant. The revenue and expenditures for this grant have been allocated in 2503-40-47-74105. The City's 50 percent match requirement has also been allocated by City Council in 1010-40-47-30310 for the salaries and benefits associated with the Office of Emergency Management Program Manager.

NOTIFICATION

The Fiscal Year 2016 Emergency Management Performance Grant Program (EMPG) grant award was presented on February 21, 2017, to the Public Safety Subcommittee. The Subcommittee reviewed the Award and in alignment with the desire to pursue alternate funding sources, recommended that it be presented to City Council for approval.

PREPARATION OF STAFF REPORT

Prepared By:
Steve Wilkinson
Management Analyst

Department Head Approval:
Abdul R. Ahmad
Fire Chief

Concurred By:
Zuzzette Bricker
Office of Emergency Management Program Manager

CITY COUNCIL GOALS

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

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CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 2.9: Building upon momentum established with the El Niño Preparedness initiative, maintain and expand partnerships with community organizations throughout the City.

Objective 2.10: Ensure that the City's emergency management program (including mitigation, preparedness, response and recovery) addresses needs of persons with disabilities and people with access and functional needs.

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/15/17 6:19 PM
City Attorney Approval	<u>✓ Approved</u>	2/09/17 4:38 PM
City Manager Approval	<u>✓ Approved</u>	2/21/17 2:28 PM



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: March 7, 2017

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO JEREMY HARRIS CONSTRUCTION, INC. FOR THE INTERIM COTTONWOOD BASIN PROJECT NO. 804 0013

RECOMMENDED ACTION

Recommendations:

1. Award a construction contract to Jeremy Harris Construction, Inc., 19466 Lurin Avenue, Riverside, CA 92508, the lowest responsible bidder, for the Interim Cottonwood Basin.
2. Authorize the City Manager to execute a contract with Jeremy Harris Construction, Inc.
3. Authorize the issuance of a Purchase Order for Jeremy Harris Construction, Inc., in the amount of \$96,668 (\$87,880 bid amount plus 10% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Jeremy Harris Construction, Inc. up to, but not exceeding, the contingency amount of \$8,788 subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of a contract with Jeremy Harris Construction, Inc. for the construction of the Interim Cottonwood Basin project. The project constructs a debris basin on the north side of Cottonwood Avenue to minimize sediment and debris build up in the downstream channel adjacent to Tract 19879. This project is included in the adopted Fiscal Year (FY) 2016/2017 Capital Improvement Plan (CIP).

DISCUSSION

On September 21, 2015, City staff met with County Supervisor Ashley and the Riverside County Flood Control & Water Conservation District (District) staff to discuss ongoing flooding issues affecting the Tract 19879 subdivision and surrounding areas, even in less than heavy rainfall amounts. Tract 19879 is located south of Cottonwood Avenue, west of Martha Crawford Street, and east of Nason Street. Specifically, sedimentation and debris build up within the private channel located on the western boundary of Tract 19879 was identified as a primary contributing factor to the flooding during rain events. Furthermore, when the private channel gets silted up, it affects the functionality of the City’s storm drain along Cedar Court within Tract 19879, further exacerbating the flooding problem.

The long term ultimate solution includes the construction of Moreno Master Drainage Plan Line H extending from Dracaea Avenue to Cactus Avenue that would replace the problematic private drainage channel. The estimated cost of Line H is currently \$7.9 million. The District indicated due to their current programmed Capital Improvement Plan commitments, Line H may get funded in about six years in the future. The District has offered to design and fund the construction of an interim sedimentation basin on the north side of Cottonwood Avenue that will minimize sediment and debris build-up thus allowing the private channel adjacent to Tract 19879 to function appropriately.

On December 5, 2016, the City of Moreno Valley and Riverside County Flood Control and Water Conservation District (RCFC&WCD) entered a Cooperative Agreement. Per the Cooperative agreement, RCFC&WCD agrees to fund \$100,000 toward this project construction. The District has completed the basin design. The proposed basin will generally align with the existing channel north of Cottonwood Avenue and have approximate dimensions of 130 feet by 270 feet. Furthermore, the basin has been designed to minimize any tree removals and environmental impacts, while maintaining the current natural watercourse including the existing Cottonwood Avenue culvert for ease of maintenance. City staff has worked with the owners and obtained the necessary easement to construct and maintain the interim basin.

The bidding documents were completed in January 2017. As identified in the bidding documents, the scope of work was categorized to include the Base Bid and Alternate Bid 1 in order to maximize the utilization of the available budgeted funds. Base bid includes the Cottonwood Basin, and Alternate Bid 1 includes chain link fence around the basin for security. Ten bids were received via the electronic bid management system, PlanetBids, on February 7, 2017 as follows:

CONTRACTORS

Base Bid + Alternate 1

1. Jeremy Harris Construction, Inc., Sylmar	\$87,880.00
2. Four M Contracting, Inc., Vacaville	\$180,578.00
3. Vance Corporation, Rialto	\$201,102.00
4. Hillcrest Contracting, Inc., Corona	\$216,987.50
5. ABNY General Engineering, Glendora	\$244,600.00

6.	ATOM Engineering Construction, Inc., Hemet	\$257,398.00
7.	Road Builders, Inc., Lincoln, NE	\$258,244.00
8.	Wright Construction Engineering Corp, Carlsbad	\$267,969.50
9.	Leonida Builders, Inc., Glendora	\$301,048.00
10.	Slater, Inc., Fontana	\$337,444.50

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

Following the bid opening, staff reviewed available funding and is recommending the award of the construction contract for Base Bid and Alternate Bid 1 for the total bid amount of \$87,880 to Jeremy Harris Construction, Inc. Staff is recommending issuance of a Purchase Order for Jeremy Harris Construction, Inc. for \$96,668 which includes a 10% contingency. A contingency of 10% of the bid amount (\$8,788) is recommended to account for any latent or unforeseen circumstances encountered during construction. Unforeseen conditions may include unsuitable soils or hazardous wastes which need to be properly processed and removed. There also may be other conflicting utility appurtenances that will have to be addressed during project construction.

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

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow the City to construct the Interim Cottonwood Basin and receive RCFC&WCD reimbursement for the project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay completion of the interim Cottonwood Basin improvements thus delaying the construction of needed improvements which would ameliorate frequent flooding in Tract 19879 and surrounding areas.*

FISCAL IMPACT

This project is fully funded by General Fund (Fund 1010). Reimbursement from the RCFC&WCD up to \$100,000 will be received to cover construction costs. This project is included in the adopted Fiscal Year (FY) 2016/2017 Capital Improvement Plan (CIP).

AVAILABLE FUNDS FOR THE PROJECTS:
(Account No. 1010-70-77-80004)

(Project No. 804 0013)	\$145,000
Total	\$145,000

ESTIMATED PROJECT COSTS:

Environmental/Permitting	\$10,000
Construction (includes contingency).....	\$97,000
Construction Geotechnical Service	\$8,000
Construction Surveying Service	\$10,000
*Project Administration and Inspection.....	<u>\$20,000</u>
Total	\$145,000

** City staff will provide Project Administration and Inspection Services.*

ANTICIPATED PROJECT SCHEDULE:

Start Construction.....	March 2017
Complete Construction.....	June 2017

NOTIFICATION

All utilities, adjacent property owners, business owners, law enforcement, fire department, and other emergency services responders in the area will be notified in a timely manner prior to the start of construction work.

PREPARATION OF STAFF REPORT

Prepared By:
Henry Ngo, P.E.
Senior Engineer

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

Concurred By:
Margery A. Lazarus, P.E.
Interim Capital Projects Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development

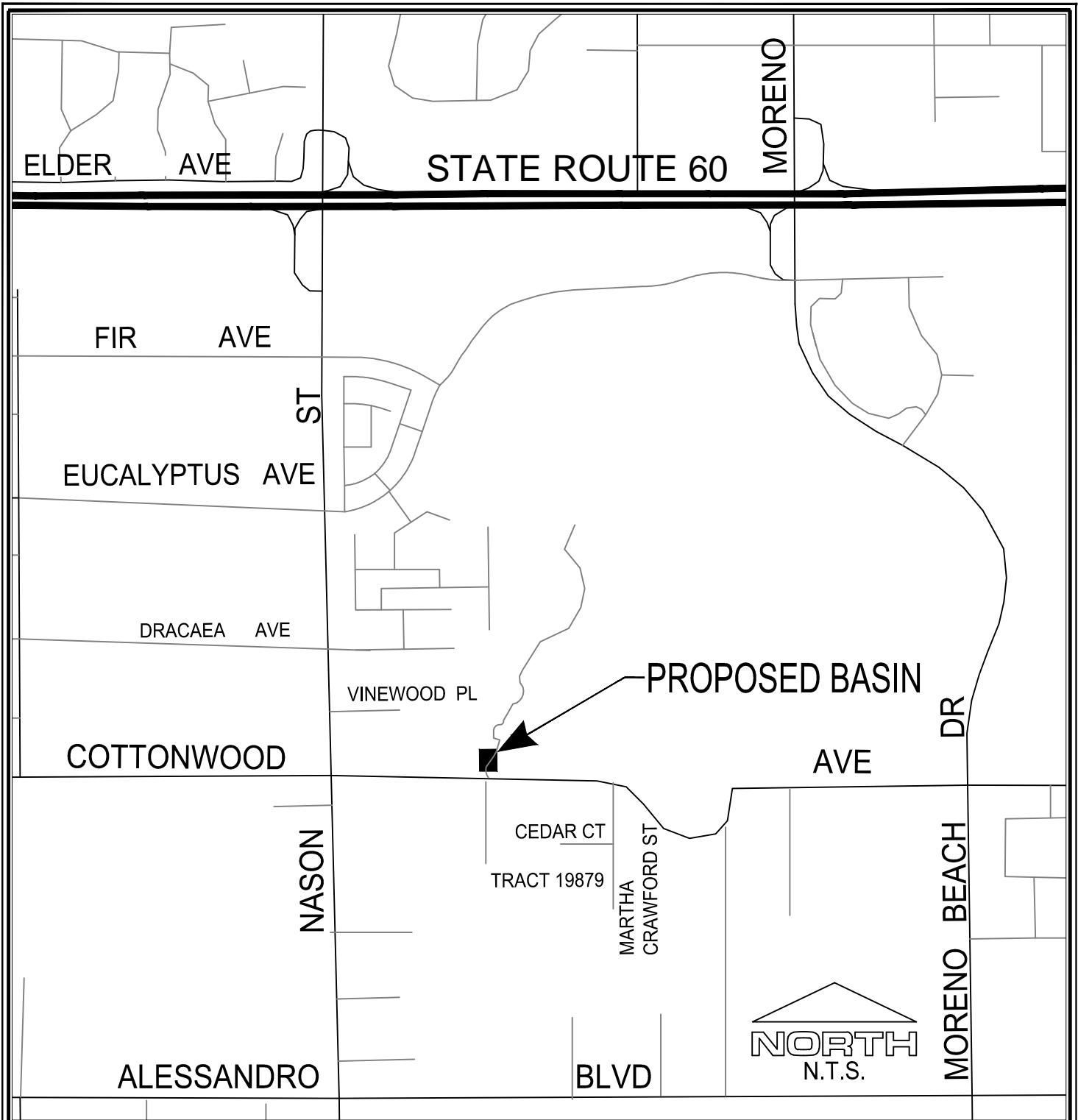
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

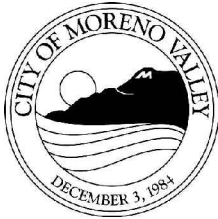
- 1. Location Map
- 2. Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/17/17 4:14 PM
City Attorney Approval	<u>✓ Approved</u>	2/14/17 10:20 AM
City Manager Approval	<u>✓ Approved</u>	2/21/17 2:33 PM



COTTONWOOD BASIN



LOCATION MAP
Public Works Department
Capital Projects Division

ATTACHMENT 1

COTTONWOOD INTERIM BASIN

PROJECT No. 804 0013

Attachment: Location Map (2423 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO JEREMY HARRIS CONSTRUCTION, INC. FOR

Agreement No. _____

AGREEMENT**PROJECT NO. 804 0013
Cottonwood Basin**

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Jeremy Harris Construction**, hereinafter called the "Contractor."

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

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

- A. Governmental approvals, including, but not limited to, permits required for the Work
- B. Any and all Contract Change Orders issued after execution of this Agreement
- C. This Agreement
- D. Addenda Nos. _____ inclusive, issued prior to the opening of the Bids
- E. City Special Provisions, including the General Provisions and Technical Provisions
- F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- G. Reference Specifications/Reference Documents other than those listed in paragraph 2, below
- H. Project Plans
- I. City Standard Plans
- J. The bound Bidding Documents
- K. Contractor's Certificates of Insurance and Additional Insured Endorsements
- L. Contractor's Bidder's Proposal and Subcontractor Listing

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

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

- A. None

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment.** In consideration for the Contractor’s full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder’s Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is Eighty Seven Thousand, Eight Hundred Eighty Dollars (\$87,880.00). The Alternate Bid Items selected by the City and included in the Contract is: Alternate No. 1. It is understood and agreed that the quantities set forth in the Bidder’s Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder’s Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. **Payment Procedures.** Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the City Special Provisions.

5. CONTRACT TIME.

A. Contract Time. The Contract Time shall be determined in accordance with the following:

Base Bid	40 Working Days
Alternate 1	10 Working Days

B. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the “Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials.” The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Time of **Fifty (50) Working Days for the Base Bid Plus Alternate Bid**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

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

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard

- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security if Contractor persistently delays in providing the required documentation.

C. Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to order all materials in accordance with the Notice to Proceed with Order of Materials and/or failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$450.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section 2-11 of the Special Provisions.

6.3. **Owner is Exempt from Liability for Early Completion Delay Damages.** While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

7. INSURANCE.

7.1. **General.** The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements.** The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. Substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured.** Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance.** Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
 - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
 - (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and
 - (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
 - (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or

- (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating.** Insurance companies providing insurance hereunder shall be rated A-:VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes.** Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. **Business Automobile Liability.** Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation.** Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. **BONDS.** The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. General. To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;

- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnatee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnatee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 11. Subject to the limits set forth herein, the Contractor,

at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. Independent Defense Obligation. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. Intent of Parties Regarding Scope of Indemnity. It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. Waiver of Indemnity Rights Against Indemnitees. With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

10.7. No Limitation or Waiver of Rights. Contractor's obligations under this Paragraph 11 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or

other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. **SUCCESSORS AND ASSIGNS.** The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement (2423 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO JEREMY HARRIS CONSTRUCTION, INC. FOR

CITY OF MORENO VALLEY, Municipal Corporation

Jeremy Harris Construction, Inc.

BY: _____
City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

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

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

Attachment: Agreement (2423 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO JEREMY HARRIS CONSTRUCTION, INC. FOR



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: March 7, 2017

TITLE: PAYMENT REGISTER - DECEMBER 2016

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Payment Register.

SUMMARY

The Payment Register is an important report providing transparency of financial transactions and payments for City activity for review by the City Council and the residents and businesses in Moreno Valley. The report is posted to the City's website as soon as it is available. The report is included in the City Council agenda as an additional means of distributing the report.

The payment register lists in alphabetical order all checks and wires in the amount of \$25,000 or greater, followed by a listing in alphabetical order of all checks and wires less than \$25,000. The payment register also includes the fiscal year-to-date (FYTD) amount paid to each vendor.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Marshall Eyerman
Chief Financial Officer/City Treasurer

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. December 2016 Payment Register

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/30/17 1:47 PM
City Attorney Approval	<u>✓ Approved</u>	1/30/17 4:05 PM
City Manager Approval	<u>✓ Approved</u>	2/21/17 2:33 PM



City of Moreno Valley
Payment Register
 For Period 12/1/2016 through 12/31/2016

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
CHASTANG FORD	18923	12/12/2016	32528	2017 FORD F-750 DUMP TRUCK (1) SN 1FDNF7AY7HDB03112	\$134,888.00
		12/12/2016	32569	2017 FORD F-750 DUMP TRUCK (1) SN 1FDNF7AY6HDB03442	
	19017	12/27/2016	32642	2017 FORD F-750 STAKEBED TRUCK (1) SN 1FDPW7AY9HDB03444	\$124,866.00
		12/27/2016	32641	2017 FORD F-750 STAKEBED TRUCK (1) SN 1FDPW7AY7HDB03443	
Remit to: HOUSTON, TX					<u>FYTD:</u> \$259,754.00
COMMUNITY NOW	18886	12/05/2016	2002-HSIP	SAFE ROUTES TO SCHOOL OUTREACH PROGRAM-CONSULTANT SERVICES	\$38,935.64
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$90,363.09
COUNTY OF RIVERSIDE SHERIFF	19018	12/27/2016	SH0000029345	CONTRACT LAW ENFORCEMENT BILLING #3 (8/18-9/14/16)	\$2,581,457.05
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$18,267,952.09
EASTERN MUNICIPAL WATER DISTRICT	230229	12/12/2016	NOV-16 12/12/16	WATER CHARGES	\$39,077.47
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,030,496.37
ENERGY AMERICA, LLC	18979	12/19/2016	100008	ENERGY PURCHASE/RESOURCE ADEQUACY 11/1-12/1/16	\$40,920.00
Remit to: HOUSTON, TX					<u>FYTD:</u> \$326,040.00
EXELON GENERATION COMPANY, LLC	18982	12/19/2016	MVEU-00039A	POWER PURCHASE 11/1-11/30/16	\$677,365.77
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$5,027,245.21
HABITAT FOR HUMANITY RIVERSIDE	19053	12/20/2016	W161202	DEVELOPER'S FEE-RE: 12915 ROBERTS WAY	\$38,633.34
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$179,225.97

Attachment: December 2016 Payment Register (2421 : PAYMENT REGISTER - DECEMBER 2016)



City of Moreno Valley
Payment Register
 For Period 12/1/2016 through 12/31/2016

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
HDR ENGINEERING, INC	18937	12/12/2016	1200020465	DESIGN SERVICES-KITCHING ST SUBSTATION/SWITCHYARD 10/2-10/29/16	\$88,290.96
Remit to: CHICAGO, IL					<u>FYTD:</u> \$498,043.87
LANDCARE USA, LLC	18943	12/12/2016	8156121	LANDSCAPE MOWING-ZONE A PARKS-NOV 2016	\$48,367.60
		12/12/2016	8145942	LANDSCAPE MOWING-ZONE A PARKS-OCT 2016	
		12/12/2016	8138892	LANDSCAPE MOWING-CFD #1-SEPT 2016	
		12/12/2016	8156122	LANDSCAPE MOWING-CFD #1-NOV 2016	
		12/12/2016	8130194	LANDSCAPE MOWING-ZONE A PARKS-AUG 2016	
		12/12/2016	8130195	LANDSCAPE MOWING-CFD #1-AUG 2016	
		12/12/2016	8145943	LANDSCAPE MOWING-CFD #1-OCT 2016	
		12/12/2016	8138891	LANDSCAPE MOWING-ZONE A PARKS-SEPT 2016	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$204,072.82
LIBRARY SYSTEMS & SERVICES, LLC	18988	12/19/2016	SI-001395	LIBRARY CONTRACTUAL SERVICES & MATERIALS-DEC16	\$249,297.82
		12/19/2016	SI-001334	LIBRARY CONTRACTUAL SERVICES & MATERIALS-NOV16	
		12/19/2016	SI-001260	LIBRARY I.T. SERVICES-NOV16	
		12/19/2016	SI-001396	LIBRARY I.T. SERVICES-DEC16	
Remit to: ROCKVILLE, MD					<u>FYTD:</u> \$758,753.14

Attachment: December 2016 Payment Register (2421 : PAYMENT REGISTER - DECEMBER 2016)



City of Moreno Valley
Payment Register
 For Period 12/1/2016 through 12/31/2016

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	18946	12/12/2016	74041	LANDSCAPE MAINT.-NORTH AQUEDUCT-AUG16	\$50,699.73
		12/12/2016	74043	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-AUG16	
		12/12/2016	74052	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-AUG16	
		12/12/2016	74045	LANDSCAPE MAINT.-AQUEDUCT/SCE & OLD LAKE DRIVE-AUG16	
		12/12/2016	74046	LANDSCAPE MAINT.-ANIMAL SHELTER-AUG16	
		12/12/2016	74047	LANDSCAPE MAINT.-ASES ADMIN. BUILDING-AUG16	
		12/12/2016	74048	LANDSCAPE MAINT.-CITY YARD-AUG16	
		12/12/2016	74049	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-AUG16	
		12/12/2016	74042	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-AUG16	
		12/12/2016	74442	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-SEP16	
		12/12/2016	74876	LANDSCAPE MAINT.-CITY HALL-OCT16	
		12/12/2016	74867	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-OCT16	
		12/12/2016	74868	LANDSCAPE MAINT.-ASES ADMIN. BUILDING-OCT16	
		12/12/2016	74869	LANDSCAPE MAINT.-ANIMAL SHELTER-OCT16	
		12/12/2016	74870	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-OCT16	
		12/12/2016	74871	LANDSCAPE MAINT.-CITY YARD-OCT16	
		12/12/2016	74872	LANDSCAPE MAINT.-LIBRARY-OCT16	
		12/12/2016	74866	LANDSCAPE MAINT.-AQUEDUCT/SCE & OLD LAKE DRIVE-OCT16	
		12/12/2016	74447	LANDSCAPE MAINT.-ANIMAL SHELTER-SEP16	
		12/12/2016	74051	LANDSCAPE MAINT.-LIBRARY-AUG16	
		12/12/2016	74446	LANDSCAPE MAINT.-ASES ADMIN. BUILDING-SEP16	
		12/12/2016	74443	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-SEP16	
		12/12/2016	74055	LANDSCAPE MAINT.-CITY HALL-AUG16	
		12/12/2016	74056	LANDSCAPE MAINT.-ANNEX 1-AUG16	
		12/12/2016	74057	LANDSCAPE MAINT.-VETERAN'S MEMORIAL-AUG16	
		12/12/2016	74058	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91, & 99-AUG16	

Attachment: December 2016 Payment Register (2421 : PAYMENT REGISTER - DECEMBER 2016)



City of Moreno Valley
Payment Register
 For Period 12/1/2016 through 12/31/2016

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA HORTICULTURAL ENTERPRISES, INC.		12/12/2016	74436	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-SEP16	
		12/12/2016	74437	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-SEP16	
		12/12/2016	74439	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DEPHINIUM/PERHAM TO JFK-SEP16	
		12/12/2016	74445	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-SEP16	
		12/12/2016	74444	LANDSCAPE MAINT.-AQUEDUCT/SCE & OLD LAKE DRIVE-SEP16	
		12/12/2016	74040	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY- AUG16	
		12/12/2016	74053	LANDSCAPE MAINT.-SENIOR CENTER-AUG16	
		12/12/2016	74039	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DEPHINIUM/PERHAM TO JFK-AUG16	
		12/12/2016	74441	LANDSCAPE MAINT.-NORTH AQUEDUCT-SEP16	
		12/12/2016	74044	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-AUG16	
		12/12/2016	74036	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-AUG16	
		12/12/2016	74037	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-AUG16	
		12/12/2016	74038	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM- AUG16	
		12/12/2016	74440	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY- SEP16	
		12/12/2016	74878	LANDSCAPE MAINT.-VETERAN'S MEMORIAL-OCT16	
		12/12/2016	74881	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-OCT16	
		12/12/2016	74875	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-OCT16	
		12/12/2016	74457	LANDSCAPE MAINT.-ANNEX 1-SEP16	
		12/12/2016	74864	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-OCT16	
		12/12/2016	74863	LANDSCAPE MAINT.-NORTH AQUEDUCT-OCT16	
		12/12/2016	74862	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY- OCT16	

Attachment: December 2016 Payment Register (2421 : PAYMENT REGISTER - DECEMBER 2016)



City of Moreno Valley
Payment Register
 For Period 12/1/2016 through 12/31/2016

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA HORTICULTURAL ENTERPRISES, INC.		12/12/2016	74861	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DEPHINIUM/PERHAM TO JFK-OCT16	
		12/12/2016	74860	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-OCT16	
		12/12/2016	74859	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-OCT16	
		12/12/2016	74858	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-OCT16	
		12/12/2016	74449	LANDSCAPE MAINT.-CITY YARD-SEP16	
		12/12/2016	74456	LANDSCAPE MAINT.-VETERAN'S MEMORIAL-SEP16	
		12/12/2016	74879	LANDSCAPE MAINT.-ANNEX 1-OCT16	
		12/12/2016	74453	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-SEP16	
		12/12/2016	74452	LANDSCAPE MAINT.-SENIOR CENTER-SEP16	
		12/12/2016	74865	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-OCT16	
		12/12/2016	74450	LANDSCAPE MAINT.-LIBRARY-SEP16	
		12/12/2016	74454	LANDSCAPE MAINT.-CITY HALL-SEP16	
		12/12/2016	74856	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-SEP16	
		12/12/2016	74874	LANDSCAPE MAINT.-SENIOR CENTER-OCT16	
		12/12/2016	74880	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91, & 99-OCT16	
		12/12/2016	74448	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-SEP16	
		12/12/2016	74458	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91, & 99-SEP16	
		12/12/2016	74438	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-SEP16	
	18990	12/19/2016	75088	LANDSCAPE MAINT.-SD LMD ZN 02-NOV 2016	\$25,487.20
		12/19/2016	75087	LANDSCAPE MAINT.-ZONE D-NOV 2016	
		12/19/2016	74523	LANDSCAPE EXTRA WORK-SEP16-SD LMD ZN 02/IRRIG. REPAIRS-AREA 2&3	

Remit to: IRWINDALE, CA

FYTD: \$303,396.20

Attachment: December 2016 Payment Register (2421 : PAYMENT REGISTER - DECEMBER 2016)



City of Moreno Valley
Payment Register
 For Period 12/1/2016 through 12/31/2016

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MERCHANTS LANDSCAPE SERVICES INC	18898	12/05/2016	48559	LANDSCAPE MAINT.-ZONES M & S-SEP 2016	\$41,748.13
		12/05/2016	48633	IRRIGATION REPAIRS-SD LMD ZN 03 & 04-SEP 2016	
		12/05/2016	48634	LANDSCAPE EXTRA WORK-SEP16-SD LMD ZN 04-VALVE BOXES/IRRIG. TECH	
		12/05/2016	48636	LANDSCAPE EXTRA WORK-SEP16-ZONE S/MULCH ADDED TO COVER DRIPLINE	
		12/05/2016	48561	LANDSCAPE MAINT.-ZONES E-8, SD LMD ZN 05, 06 & 07-SEP 2016	
		12/05/2016	48560	LANDSCAPE MAINT.-SD LMD ZN 04-SEP 2016	
		12/05/2016	48551	LANDSCAPE MAINT.-SD LMD ZN 03 & 03A-SEP 2016	
		12/05/2016	48635	LANDSCAPE EXTRA WORK-SEP16-SD LMD ZN 04-IRRIG ELECTRICAL REPAIRS	
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$158,556.90
MICHAEL BAKER INTERNATIONAL, INC	18948	12/12/2016	958524-R	STATE ROUTE 60/THEODORE ST. INTERCHANGE-CONSULTANT SERVICES	\$703,083.10
		12/12/2016	959702	NASON ST./CACTUS AVE. TO FIR AVE.-CONSTRUCTION SURVEY SERVICES	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$803,751.83
MORENO VALLEY UTILITY	230155	12/05/2016	DEC-16 12/5/16	ELECTRICITY CHARGES	\$68,098.71
Remit to: HEMET, CA					<u>FYTD:</u> \$515,076.82
PERS HEALTH INSURANCE	18969	12/06/2016	W161201	EMPLOYEE HEALTH INSURANCE	\$191,834.40
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$1,165,140.50



**City of Moreno Valley
Payment Register
For Period 12/1/2016 through 12/31/2016**

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SOUTHERN CALIFORNIA EDISON 1	230238	12/12/2016	7500721061	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-OCT16	\$62,362.58
		12/12/2016	7500721058	WDAT CHARGES-MVU/SUBSTATION 115 KV INTERCONNECTION-OCT16	
		12/12/2016	7500721057	WDAT CHARGES-MVU/FREDERICK AVE.-OCT16	
		12/12/2016	7500721056	WDAT CHARGES-MVU/NANDINA AVE.-OCT16	
		12/12/2016	7500721054	WDAT CHARGES-MVU/GRAHAM ST.-OCT16	
		12/12/2016	7500721055	WDAT CHARGES-MVU/GLOBE ST.-OCT16	
		12/12/2016	7500721053	WDAT CHARGES-MVU/IRIS AVE.-OCT16	
	230281	12/19/2016	NOV-16 12/19/16	ELECTRICITY CHARGES	\$115,199.16
		12/19/2016	721-3449/NOV-16	IFA CHARGES-SUBSTATION	
		12/19/2016	707-6081/NOV-16	ELECTRICITY CHARGES	
230327	12/27/2016	NOV-16 12/27/16	ELECTRICITY CHARGES	\$29,794.13	
Remit to: ROSEMEAD, CA					FYTD: \$1,687,353.97
STEVEN B. QUINTANILLA A PROFESSIONAL CORPORATION	18909	12/05/2016	AUG-2016	INTERIM CITY ATTORNEY LEGAL SERVICES 8/1-8/31/16	\$53,150.00
Remit to: RANCHO MIRAGE, CA					FYTD: \$232,710.00
TENASKA ENERGY, INC	18963	12/12/2016	MOREN0020161121	ELECTRICITY POWER PURCHASE FOR MV UTILITY	\$420,109.69
Remit to: ARLINGTON, TX					FYTD: \$676,672.40
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	18964	12/12/2016	201612	RETIREE MEDICAL BENEFIT BILLING-DEC16	\$45,920.08
		12/12/2016	95160	FLEX AND COBRA ADMIN FEES-NOV16	
Remit to: TEMECULA, CA					FYTD: \$275,821.23

Attachment: December 2016 Payment Register (2421 : PAYMENT REGISTER - DECEMBER 2016)



City of Moreno Valley
Payment Register
 For Period 12/1/2016 through 12/31/2016

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
THINK TOGETHER, INC	18965	12/12/2016	111-16/17-5	ASES PROGRAM MANAGEMENT SERVICES-INSTALLMENT #5	\$494,890.00
Remit to: SANTA ANA, CA					FYTD: \$2,479,130.00
TURF STAR, INC.	230167	12/05/2016	3281799-00	1 2016 TORO GREENSMaster 3300 MOWER	\$239,642.10
		12/05/2016	3281793-00	2 2016 GREENSMaster 3300 MOWERS	
		12/05/2016	3281794-00	2 2016 WORKMAN HD UTILITY VEHICLES	
		12/05/2016	3281795-00	1 2016 WORKMAN HD UTILITY VEHICLE	
		12/05/2016	3281796-00	1 2016 GROUNDSMASTER 3500-D MOWER	
		12/05/2016	3281797-00	1 2016 PROCORE 648 AERATOR	
	230241	12/12/2016	3281801-00	1 2016 GROUNDSMASTER 360 W/72" DECK MOWER	\$39,318.55
Remit to: SAN FRANCISCO, CA					FYTD: \$278,960.65
U.S. BANK/CALCARDS	18911	12/05/2016	11-28-16	CALCARD ACTIVITY-NOV16	\$232,365.71
Remit to: ST. LOUIS, MO					FYTD: \$1,367,479.32
WILLDAN ENGINEERING	18917	12/05/2016	002-17282	PLAN CHECK/INSPECTION SERVICES-BLDG. & SAFETY-OCT16	\$62,748.43
Remit to: ANAHEIM, CA					FYTD: \$418,188.33
WRCOG WESTERN RIVERSIDE CO. OF GOVTS.	230243	12/12/2016	NOV-2016 TUMF	TUMF FEES COLLECTED FOR 11/1-11/30/16 (RESIDENTIAL)	\$35,492.00
Remit to: RIVERSIDE, CA					FYTD: \$2,115,666.29
TOTAL AMOUNTS OF \$25,000 OR GREATER					\$6,974,043.31

Attachment: December 2016 Payment Register (2421 : PAYMENT REGISTER - DECEMBER 2016)



**City of Moreno Valley
Payment Register
For Period 12/1/2016 through 12/31/2016**

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ABILITY COUNTS, INC	19014	12/27/2016	ACI112910	LANDSCAPE MAINT-CFD#1-NOV16	\$2,065.00
Remit to: CORONA, CA					FYTD: \$14,455.00
ADLERHORST INTERNATIONAL INC.	18970	12/19/2016	73612	MONTHLY K-9 TRAINING-NOV16	\$525.00
Remit to: RIVERSIDE, CA					FYTD: \$2,891.76
ADMINSURE	230264	12/19/2016	9754	WORKERS' COMP CLAIMS ADMINISTRATION-DEC16	\$2,175.00
Remit to: DIAMOND BAR, CA					FYTD: \$15,225.00
ADVANCED ELECTRIC	230140	12/05/2016	12126	ELECTRICAL SVCS-CIVIC CENTER	\$7,335.00
	230219	12/12/2016	12148	ELECTRICAL SVCS-CELEBRATION PARK (INSTALLED 4 NEW LED FIXTURES)	\$5,702.84
		12/12/2016	12152	ELECTRICAL SVCS-VICTORIANO PARK (INSTALLED 7 NEW LED FIXTURES)	
		12/12/2016	12145	ELECTRICAL SVCS-MORRISSON PARK (INSTALLED 4 NEW LIGHTS)	
		12/12/2016	12150	ELECTRICAL SVCS-VISTA LOMAS SHELTER (INSTALLED 1 LED FIXTURE)	
		12/12/2016	12147	ELECTRICAL SVCS-BETHUNE PARK (INSTALLED 4 NEW LED FIXTURES)	
		12/12/2016	12149	ELECTRICAL SVCS-CELEBRATION PARK (INSTALLED NEW HEAD & BULB)	
		12/12/2016	12138	ELECTRICAL REPAIRS-SUNNYMEAD FIELD PARK (LIGHTS OUT REPAIR)	
		12/12/2016	12151	ELECTRICAL SVCS-PEDRORENA PARK (INSTALLED 5 NEW LED FIXTURES)	
		12/12/2016	12143	ELECTRICAL REPAIRS-CELEBRATION PARK (MEN'S BATHROOM)	
	230265	12/19/2016	12161	ELECTRICAL SVCS-CIVIC CENTER	\$802.00
Remit to: RIVERSIDE, CA					FYTD: \$103,057.71

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CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ADVANTAGE GRAPHICS AND PROMOTIONS	19015	12/27/2016	12372	ADMINISTRATIVE CITATION BOOKLETS (1,650)	\$1,881.83
Remit to: DANA POINT, CA					<u>FYTD:</u> \$3,175.02
AEI-CASC ENGINEERING	18971	12/19/2016	0036411	PLAN CHECK SVCS-PWQMP	\$4,416.25
Remit to: COLTON, CA					<u>FYTD:</u> \$20,658.45
ALDI, INC.	230249	12/12/2016	MVU 7014047-01	PBI SOLAR REBATE INCENTIVE	\$16,214.70
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$121,382.02
ALLSTAR CABLE PRODUCTS, INC.	18972	12/19/2016	52151	UNDERGROUND TRAFFIC SIGNAL CABLE	\$318.22
Remit to: SANTA FE SPRINGS, CA					<u>FYTD:</u> \$477.30
AMERICAN FORENSIC NURSES	18882	12/05/2016	68618	PHLEBOTOMY SERVICES	\$820.00
	18973	12/19/2016	68693	PHLEBOTOMY SERVICES	\$2,480.00
		12/19/2016	68751	PHLEBOTOMY SERVICES	
	19016	12/27/2016	68639	PHLEBOTOMY SERVICES	\$80.00
Remit to: LA QUINTA, CA					<u>FYTD:</u> \$14,395.00
AMERIGAS PROPANE LP	230141	12/05/2016	3058182543	PROPANE FUEL FOR CITY EQUIPMENT	\$32.67
Remit to: PASADENA, CA					<u>FYTD:</u> \$1,403.95
ANIMAL EMERGENCY CLINIC, INC.	18921	12/12/2016	146BX	AFTER HOURS EMERGENCY VETERINARY SVCS-ANIMAL SHELTER	\$240.00
Remit to: GRAND TERRACE, CA					<u>FYTD:</u> \$1,005.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
APPLE ONE EMPLOYMENT SERVICES	18883	12/05/2016	01-4274043	TEMPORARY STAFFING-SPECIAL DISTRICTS 10/31-11/4/16 (R. DE LEON)	\$2,928.96
		12/05/2016	01-4265418	TEMPORARY STAFFING-SPECIAL DISTRICTS 10/24-10/27/16 (R. DE LEON)	
		12/05/2016	01-4282379	TEMPORARY STAFFING-SPECIAL DISTRICTS 11/7-11/10/16 (R. DE LEON)	
		12/05/2016	01-4290831	TEMPORARY STAFFING-SPECIAL DISTRICTS 11/14-11/18/16 (R. DE LEON)	
	18974	12/19/2016	01-4306337	TEMPORARY STAFFING-SPECIAL DISTRICTS 11/28-12/2/16 (R. DE LEON)	\$757.67
Remit to: GLENDALE, CA					<u>FYTD:</u> \$14,243.09
ARLINE, ALYSSA	230289	12/19/2016	1417007	TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
AT&T MOBILITY	230220	12/12/2016	872455379X110616	CELLULAR PHONE SVC-PD MOBILE COMMAND CTR	\$98.20
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$493.24
BIO-TOX LABORATORIES	230316	12/27/2016	33034	BLOOD TOXICOLOGY ANALYSIS	\$6,967.30
		12/27/2016	33033	BLOOD TOXICOLOGY ANALYSIS	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$65,159.12
BOB MURRAY & ASSOCIATES	230142	12/05/2016	7013	PROFESSIONAL SVCS-EXECUTIVE RECRUITMENT FOR CITY CLERK	\$5,467.10
Remit to: ROSEVILLE, CA					<u>FYTD:</u> \$38,949.66

Attachment: December 2016 Payment Register (2421 : PAYMENT REGISTER - DECEMBER 2016)



City of Moreno Valley Payment Register

For Period 12/1/2016 through 12/31/2016

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
BOX SPRINGS MUTUAL WATER COMPANY	230143	12/05/2016	204-9 11/28/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	\$272.00
		12/05/2016	189-13 11/28/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		12/05/2016	80-4 11/28/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		12/05/2016	195-5 11/28/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		12/05/2016	45-4 11/28/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		12/05/2016	1087-1 11/28/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		12/05/2016	1086-1 11/28/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		12/05/2016	1085-1 11/28/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		12/05/2016	1084-1 11/28/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
	230221	12/12/2016	721-1 11/28/16	WATER USAGE-ZONE 01 TOWNGATE	\$137.55
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,056.88
BRAUN BLAISING MCLAUGHLIN	230266	12/19/2016	16344	LEGAL SERVICES-MV UTILITY-OCT16	\$5,684.80
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$23,145.67
BRAVO, ELVA	230332	12/27/2016	R16-104341	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$75.00

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City of Moreno Valley
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CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
BUREAU OF OFFICE SERVICES, INC	18884	12/05/2016	87554	TRANSCRIPTION SERVICES-OCT16	\$304.02
Remit to: BURR RIDGE, IL					<u>FYTD:</u> \$2,399.40
CABRAL, CRISTINA	230172	12/05/2016	R16-101858	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: OCEANSIDE, CA					<u>FYTD:</u> \$95.00
CARRIER, BEN	230173	12/05/2016	R16-102467	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
CHANDLER ASSET MANAGEMENT, INC	18922	12/12/2016	1611MORENOVA	INVESTMENT MANAGEMENT SVCS-NOV16	\$4,192.60
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$25,251.77
CHEN, GLENN	230250	12/12/2016	R16-104116	ANIMAL SERVICES REFUND-FULL ADOPTION REFUND	\$162.00
Remit to: TUSTIN, CA					<u>FYTD:</u> \$162.00
CITY OF SAN JACINTO	230222	12/12/2016	4995	1/9 SHARE OF INVOICE #5-RE: POLICE SVCS JPA FEASIBILITY STUDY	\$2,777.78
Remit to: SAN JACINTO, CA					<u>FYTD:</u> \$11,645.33
CIVIL SOURCE, INC.	18885	12/05/2016	1041-0632-3	CONSULTANT PLAN CHECK SVCS-SEPT. 2016	\$1,217.50
Remit to: IRVINE, CA					<u>FYTD:</u> \$9,176.12
COGENT COMMUNICATIONS, INC	18924	12/12/2016	1212016	SECONDARY INTERNET CONNECTION 12/1-12/31/16	\$1,676.00
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$12,959.22
COLONIAL SUPPLEMENTAL INSURANCE	230144	12/05/2016	7133069-1201554	SUPPLEMENTAL INSURANCE	\$5,768.46
Remit to: COLUMBIA, SC					<u>FYTD:</u> \$34,713.86

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City of Moreno Valley
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CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
COMBADO, JUSTYN	230290	12/19/2016	R16-103442	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: EAST HIGHLAND, CA					<u>FYTD:</u> \$75.00
COMMUNITY WORKS DESIGN GROUP	18975	12/19/2016	12231	ALESSANDRO MONUMENT - DESIGN	\$3,789.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$15,227.35
COMPTON, JAMES	230291	12/19/2016	R16-104051	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: VAN NUYS, CA					<u>FYTD:</u> \$95.00
CONTINUING EDUCATION OF THE BAR	230223	12/12/2016	10560302	LAW LIBRARY PUBLICATIONS & UPDATES	\$239.26
Remit to: OAKLAND, CA					<u>FYTD:</u> \$1,072.50
CORE STATES GROUP	230251	12/12/2016	P16-093	REFUND-40% PLANNING APPLICATION FEES-PROJ. CANCELLED	\$1,665.20
Remit to: ONTARIO, CA					<u>FYTD:</u> \$1,665.20
CORREA, CRYSTAL	230252	12/12/2016	R16-104035	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$75.00
COSTAR REALTY INFORMATION, INC	230224	12/12/2016	104087823	COMMERCIAL REAL ESTATE DATABASE-OCT16	\$3,108.78
		12/12/2016	104177934	COMMERCIAL REAL ESTATE DATABASE-NOV16	
		12/12/2016	104250162	COMMERCIAL REAL ESTATE DATABASE-DEC16	
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$6,207.49
COSTCO	230145	12/05/2016	23694	MISC. SUPPLIES FOR EMERGENCY OP'S. CTR	\$179.39
	230225	12/12/2016	23715	MISC. SUPPLIES FOR EMERGENCY OP'S. CTR	\$33.66
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,756.14

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CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
COUNSELING TEAM, THE	230146	12/05/2016	32323	EMPLOYEE ASSISTANCE PROGRAM-SEPT16	\$2,500.00
		12/05/2016	32521	EMPLOYEE ASSISTANCE PROGRAM-OCT16	
	230267	12/19/2016	32634	EMPLOYEE ASSISTANCE PROGRAM-NOV16	\$1,250.00
Remit to: SAN BERNARDINO, CA					FYTD: \$15,050.00
COUNTRY SQUIRE ESTATES	230147	12/05/2016	OCT 2016	UUT REFUNDS	\$39.96
Remit to: ONTARIO, CA					FYTD: \$245.84
COUNTS UNLIMITED, INC.	18976	12/19/2016	16569	TRAFFIC DATA COLLECTION	\$980.00
Remit to: CORONA, CA					FYTD: \$980.00
COUNTY OF RIVERSIDE	230170	12/05/2016	12-7-16 CLASS	BACKFLOW PREVENTION DEVICE TESTER CERT. APPLICATION-RUDY CASADOS	\$147.00
	230226	12/12/2016	IT0000000318	TRAFFIC MOTOR RADIO COMMUNICATIONS FOR PD-OCT16	\$2,671.24
Remit to: RIVERSIDE, CA					FYTD: \$38,621.59
COUNTY OF RIVERSIDE 1	230171	12/05/2016	PU0000003876	JANITORIAL SUPPLIES-PD	\$1,608.36
	230286	12/19/2016	PU0000003896	JANITORIAL SUPPLIES-PD	\$1,597.53
Remit to: MORENO VALLEY, CA					FYTD: \$8,068.55
CUTWATER INVESTOR SERVICES CORP	18887	12/05/2016	21196A	INVESTMENT MANAGEMENT SVCS-SEPT16	\$5,494.25
		12/05/2016	21257A	INVESTMENT MANAGEMENT SVCS-OCT16	
	19019	12/27/2016	21317A	INVESTMENT MANAGEMENT SVCS-NOV16	\$2,743.36
Remit to: DENVER, CO					FYTD: \$16,486.67
D&D SERVICES DBA D&D DISPOSAL, INC.	230227	12/12/2016	37635	DECEASED ANIMAL REMOVAL SVC-NOV16	\$745.00
Remit to: VALENCIA, CA					FYTD: \$4,470.00

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**City of Moreno Valley
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CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
DAVIS, EDWARD	230268	12/19/2016	SD25	RENTED SANTA (HOLIDAY TREE LIGHTING)	\$300.00
Remit to: HESPERIA, CA					<u>FYTD:</u> \$300.00
DEBINAIRE COMPANY	230228	12/12/2016	165221	INSTALLED NEW BELL & GOSSETT SYSTEM PUMP BEARING ASSEMBLY-PSB	\$5,185.00
Remit to: CORONA, CA					<u>FYTD:</u> \$5,750.00
DELTA DENTAL OF CALIFORNIA	18888	12/05/2016	BE001910052	EMPLOYEE DENTAL INSURANCE-PPO	\$11,274.94
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$65,624.06
DELTACARE USA	18889	12/05/2016	BE001910939	EMPLOYEE DENTAL INSURANCE-HMO	\$4,956.58
Remit to: DALLAS, TX					<u>FYTD:</u> \$29,749.31
DEPARTMENT OF ENVIRONMENTAL HEALTH	230269	12/19/2016	IN0273532	ABOVE GROUND PETROLEUM STORAGE TANK PERMIT-CITY YARD	\$1,639.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,859.66
DEPARTMENT OF INDUSTRIAL RELATIONS	230317	12/27/2016	OSIP 63194	SELF INSURED PLAN 7/1/16-6/30/17	\$9,022.26
Remit to: RANCHO CORDOVA, CA					<u>FYTD:</u> \$11,077.26

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DMS FACILITY SERVICES	18890	12/05/2016	RC-L108341	JANITORIAL SERVICES-23571 SUNNYMEAD PD SUBSTATION-NOV16	\$744.83
		12/05/2016	L42025	GYM CLEANING FOR MAYOR'S CUP BASKETBALL CHALLENGE-10/14/16	
		12/05/2016	RC-L108340	JANITORIAL SERVICES-23819 SUNNYMEAD PD SUBSTATION-NOV16	
	18926	12/12/2016	RC-L108567	JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY-DEC16	\$815.65
		12/12/2016	RC-L108566	JANITORIAL SERVICES-SUNNYMEAD MIDDLE/THINK-DEC16	
		12/12/2016	RC-L108564	JANITORIAL SERVICES-RED MAPLE PORTABLE-DEC16	
		12/12/2016	RC-L108563	JANITORIAL SERVICES-RAINBOW RIDGE PORTABLE-DEC16	
	18977	12/19/2016	RC-L108571	JANITORIAL SERVICES-23819 SUNNYMEAD PD SUBSTATION-DEC16	\$1,027.50
		12/19/2016	L42141	SPECIAL CLEANINGS FOR OCT. 10-19 EVENT RENTALS-CONF & REC CTR	
		12/19/2016	RC-L108572	JANITORIAL SERVICES-23571 SUNNYMEAD PD SUBSTATION-DEC16	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
DMS FACILITY SERVICES	19020	12/27/2016	RC-L108565	JANITORIAL SERVICES-SENIOR CTR-DEC16	\$24,608.10
		12/27/2016	RC-L108574	JANITORIAL SERVICES-CITY YARD/SANTIAGO OFFICE-DEC16	
		12/27/2016	RC-L108569	JANITORIAL SERVICES-TRANSP. TRAILER-DEC16	
		12/27/2016	RC-L108568	JANITORIAL SERVICES-TOWNGATE COMMUNITY CTR-DEC16	
		12/27/2016	RC-L108558	JANITORIAL SERVICES-EMERGENCY & OPS. CTR-DEC16	
		12/27/2016	RC-L108570	JANITORIAL SERVICES-COTTONWOOD GOLF CTR-DEC16	
		12/27/2016	RC-L108553	JANITORIAL SERVICES-ANIMAL SHELTER-DEC16	
		12/27/2016	L41784	SPECIAL CLEANINGS FOR SEPT. 2016 EVENT RENTALS-CONF. & REC. CTR	
		12/27/2016	RC-L108557	JANITORIAL SERVICES-CONF. & REC. CTR-DEC16	
		12/27/2016	RC-L108556	JANITORIAL SERVICES-CITY YARD-DEC16	
		12/27/2016	RC-L108561	JANITORIAL SERVICES-MARCH FIELD PARK COMM. CTR-DEC16	
		12/27/2016	RC-L108554	JANITORIAL SERVICES-ANNEX 1-DEC16	
		12/27/2016	RC-L108559	JANITORIAL SERVICES-EMPLOYMENT RES. CTR-DEC16	
		12/27/2016	L42236	SPECIAL CLEANINGS FOR NOV 14-24 EVENT RENTALS-CONF & REC	
		12/27/2016	L42235	SPECIAL CLEANINGS FOR NOV 1-12 EVENT RENTALS-CONF & REC CTR	
		12/27/2016	RC-L108555	JANITORIAL SERVICES-CITY HALL-DEC16	
		12/27/2016	RC-L108560	JANITORIAL SERVICES-LIBRARY-DEC16	
Remit to: SOUTH PASADENA, CA					FYTD: \$185,595.19
DRAYTON, TAMI JANOHNE	19021	12/27/2016	DEC-2016	INSTRUCTOR SERVICES-LINE DANCING CLASS	\$144.00
Remit to: MORENO VALLEY, CA					FYTD: \$904.08
DTSC-DEPT OF TOXIC SUBSTANCES CONTROL	230318	12/27/2016	VQ NO. 201665394	2016 EPA ID NUMBER VERIFICATION & HAZARDOUS WASTE MANIFEST FEES	\$225.00
Remit to: SACRAMENTO, CA					FYTD: \$225.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
E.R. BLOCK PLUMBING & HEATING, INC.	18891	12/05/2016	122280	BACKFLOW DEVICE TESTS-VARIOUS LOCATIONS	\$725.00
	18927	12/12/2016	122672	REPAIR 3-INCH BROKEN FLANGE-FIRE STATION 6	\$4,256.00
		12/12/2016	122583	REPLACED (2) BACKFLOW DEVICES-CITY HALL MAIN LINE	
		12/12/2016	122282	BACKFLOW DEVICE TESTS-CITY HALL	
	18978	12/19/2016	122536	REPLACED BACKFLOW DEVICE-SD LMD ZN 06-MF	\$5,308.40
		12/19/2016	122535	REPLACED BACKFLOW DEVICE-ZONE D	
		12/19/2016	122533	REPLACED BACKFLOW DEVICE-SD LMD ZN 01-TG	
		12/19/2016	122534	REPLACED BACKFLOW DEVICE-SD LMD ZN 08-SM	
Remit to: RIVERSIDE, CA					FYTD: \$42,416.98
EASTERN MUNICIPAL WATER DISTRICT	230148	12/05/2016	NOV-16 12/5/16	WATER CHARGES	\$16,147.34
	230245	12/12/2016	S.O. NO. 241584	WATER/SEWER SERVICE APPLICATION-JFK PARK	\$20,430.54
	230270	12/19/2016	NOV-16 12/19/16	WATER CHARGES	\$11,943.33
	230319	12/27/2016	NOV-16 12/27/16	WATER CHARGES	\$20,943.14
		12/27/2016	DEC-16 12/27/16	WATER CHARGES	
Remit to: LOS ANGELES, CA					FYTD: \$1,030,496.37
ECONOLITE CONTROL PRODUCTS, INC	18928	12/12/2016	132257	TRAFFIC SIGNAL UPGRADES - EQUIPMENT	\$3,360.96
Remit to: ANAHEIM, CA					FYTD: \$26,067.91
EDERAINE, PATIENCE	230293	12/19/2016	1416995	COTTONWOOD GOLF CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
EDGELANE MOBILE HOME PARK	18929	12/12/2016	DEC 2016	UUT REFUNDS	\$1.58
Remit to: LOS ANGELES, CA					FYTD: \$11.66

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EMERGENT BATTERY TECHNOLOGIES, INC.	18930	12/12/2016	29671	REPLACEMENT BATTERIES (52) FOR BATTERY BACKUP SYSTEMS	\$6,514.56
Remit to: ANAHEIM, CA					FYTD: \$15,130.80
EMPIRE MOWER	230320	12/27/2016	175427	TREE TRIMMING EQUIPMENT REPAIR & PARTS	\$877.77
		12/27/2016	175766	TREE TRIMMING EQUIPMENT REPAIR & PARTS	
		12/27/2016	176142	TREE TRIMMING EQUIPMENT REPAIR & PARTS	
Remit to: MORENO VALLEY, CA					FYTD: \$1,720.48
ENCO UTILITY SERVICES MORENO VALLEY LLC	18931	12/12/2016	0402-MF-01949A	SOLAR METER INSTALLATION	\$4,977.00
		12/12/2016	0402-MF-01950A	SOLAR METER INSTALLATION	
		12/12/2016	0402-MF-01948A	SOLAR METER INSTALLATION	
		12/12/2016	0402-MF-01946A	SOLAR METER INSTALLATION	
		12/12/2016	0402-MF-01945A	SOLAR METER INSTALLATION	
		12/12/2016	0402-MF-01933A	SOLAR METER INSTALLATION	
		12/12/2016	0402-MF-01947A	SOLAR METER INSTALLATION	
Remit to: ANAHEIM, CA					FYTD: \$2,689,238.15
ENVIRONMENTAL & REGULATORY SPECIALST,INC	19022	12/27/2016	2685	ENVIRONMENTAL STUDIES-POORMAN'S RESERVOIR-NOV. 2016	\$1,600.00
Remit to: NEWPORT BEACH, CA					FYTD: \$1,600.00
ESGIL CORPORATION	19023	12/27/2016	10164821	PLAN CHECK SVCS-BLDG. & SAFETY-OCT16	\$4,354.10
Remit to: SAN DIEGO, CA					FYTD: \$15,818.21

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EVANS ENGRAVING & AWARDS	18892	12/05/2016	112116-10	NAMEPLATES FOR ALYSSA RICO & KEVIN CALLISTER	\$30.24
	18932	12/12/2016	111116-3	NAMEPLATES (2) FOR CITY ATTY-M. KOCZANOWICS	\$30.24
	18980	12/19/2016	121216-6	NAMEPLATES FOR ARTS COMMISSIONERS	\$63.72
		12/19/2016	112216-16	RETIREMENT PLAQUE FOR MARGARET WILLIAMS	
	19024	12/27/2016	111116-11	RETIREMENT PLAQUE FOR LINDA WILSON	\$37.80
Remit to: BANNING, CA					<u>FYTD:</u> \$631.40
EXCEL LANDSCAPE, INC	18981	12/19/2016	89271A	IRRIGATION REPAIRS-WQB/NPDES	\$13,913.17
		12/19/2016	89273A	IRRIGATION REPAIRS-WQB/NPDES	
		12/19/2016	89276A	IRRIGATION REPAIRS-WQB/NPDES	
		12/19/2016	89146A	LANDSCAPE MAINT-WQB/NPDES-NOV16	
		12/19/2016	88830A	LANDSCAPE MAINT-WQB/NPDES-OCT16	
Remit to: CORONA, CA					<u>FYTD:</u> \$48,529.71
EYERMAN, MARSHALL	230246	12/12/2016	REIMB 11/30-12/2	REIMBURSE TRAVEL COSTS PAID BY EMPLOYEE, MINUS ADJUSTED PER DIEM	\$586.74
Remit to: CORONADO, CA					<u>FYTD:</u> \$1,028.10
FILARSKY & WATT, LLP	230271	12/19/2016	AUG-SEPT 2016	LEGAL SERVICES	\$150.00
Remit to: MANHATTAN BEACH, CA					<u>FYTD:</u> \$13,748.65
FIRST AMERICAN DATA TREE, LLC	230272	12/19/2016	20027761116	ONLINE SOFTWARE SUBSCRIPTION-NOV16	\$99.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$396.00

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FIRST CHOICE SERVICES	19025	12/27/2016	598496	WATER PURIF. UNIT RENTAL-TRANSP. TRAILER-DEC16	\$504.90
		12/27/2016	598481	WATER PURIF. UNITS RENTAL-CITY HALL/1ST FLOOR-DEC16	
		12/27/2016	598492	WATER PURIF. UNIT RENTAL-FIRE STATION 99-DEC16	
		12/27/2016	598495	WATER PURIF. UNIT RENTAL-SENIOR CTR-DEC16	
		12/27/2016	598493	WATER PURIF. UNIT RENTAL-LIBRARY-DEC16	
		12/27/2016	598491	WATER PURIF. UNIT RENTAL-FIRE STATION 91 -DEC16	
		12/27/2016	598494	WATER PURIF. UNIT RENTAL-PUBLIC SAFETY BLDG-DEC16	
		12/27/2016	598487	WATER PURIF. UNIT RENTAL-FIRE STATION 6-DEC16	
		12/27/2016	598489	WATER PURIF. UNIT RENTAL-FIRE STATION 58-DEC16	
		12/27/2016	598484	WATER PURIF. UNIT RENTAL-CITY YARD-DEC16	
		12/27/2016	598479	WATER PURIF. UNITS RENTAL-ANIMAL SHELTER-DEC16	
		12/27/2016	598480	WATER PURIF. UNIT RENTAL-ANNEX 1-DEC16	
		12/27/2016	598483	WATER PURIF. UNIT RENTAL-CONF. & REC. CTR-DEC16	
		12/27/2016	598486	WATER PURIF. UNIT RENTAL-FIRE STATION 2-DEC16	
		12/27/2016	598485	WATER PURIF. UNIT RENTAL-EMERGENCY OPS CTR-DEC16	
		12/27/2016	598490	WATER PURIF. UNIT RENTAL-FIRE STATION 65-DEC16	
12/27/2016	598488	WATER PURIF. UNIT RENTAL-FIRE STATION 48-DEC16			
12/27/2016	598482	WATER PURIF. UNITS RENTAL-CITY HALL/2ND FLOOR-DEC16			
Remit to: ONTARIO, CA					<u>FYTD:</u> \$3,041.56
FIRST INDUSTRIAL REALTY TRUST	18933	12/12/2016	2647113	PROPERTY LEASE RENT-NOV16 LATE FEE	\$572.55
		12/12/2016	2649260	PROPERTY LEASE RENT-DEC16	
Remit to: PASADENA, CA					<u>FYTD:</u> \$3,280.65
FIRSTCARBON SOLUTIONS	18934	12/12/2016	65952	PEER REVIEW FOR EIR FOR INDIAN ST. COMMERCE CTR 10/1-11/25/16	\$1,322.50
Remit to: IRVINE, CA					<u>FYTD:</u> \$24,478.56

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FLOREZ, LETICIA	230174	12/05/2016	1413671 1413672	COTTONWOOD GOLF CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
FORM PRINT COMPANY FPC GRAPHICS	230149	12/05/2016	91890	BUILDING INSPECTION CORRECTION NOTICE BOOKS-44 BOOKS (2,200)	\$630.59
	230273	12/19/2016	91929	ANIMAL CITATION 15-DAY NOTICE DOOR HANGERS (10,000 SETS)	\$1,685.66
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$7,627.69
FRANCO, SYLVIA	230253	12/12/2016	R16-103827	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
FRANKLIN, L. C.	18935	12/12/2016	NOV-2016	MILEAGE REIMBURSEMENT	\$163.62
	19026	12/27/2016	DEC-2016	MILEAGE REIMBURSEMENT	\$162.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,067.58
GAGE, LESIA	19027	12/27/2016	FALL 2016	TUITION REIMBURSEMENT	\$386.91
Remit to: WHITTIER, CA					<u>FYTD:</u> \$1,071.74
GALLS INC., INLAND UNIFORM	19028	12/27/2016	006451572	PARK RANGER UNIFORMS-KEVIN RAFFERTY	\$118.79
Remit to: CHICAGO, IL					<u>FYTD:</u> \$2,817.63
GARZA, ROSALINDA	230294	12/19/2016	R16-102121	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$95.00
GIRON, DENISE	230295	12/19/2016	R16-103185	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$95.00
GONZALEZ, GINA	18983	12/19/2016	REIMB 12/12/16	REIMB-NOTARY PUBLIC CERT. REQUIREMENTS	\$359.21
Remit to: PERRIS, CA					<u>FYTD:</u> \$359.21

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GONZALEZ, MAURA	230254	12/12/2016	R16-104317	ANIMAL SERVICES REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					FYTD: \$50.00
GOZDECKI, DAN	19006	12/19/2016	DEC-2016 YOUTH	INSTRUCTOR SERVICES-KUNG FU CLASS	\$171.60
		12/19/2016	DEC-2016 ADULT	INSTRUCTOR SERVICES-KUNG FU CLASS	
Remit to: MORENO VALLEY, CA					FYTD: \$2,122.20
GRAVES & KING, LLP	18936	12/12/2016	1610-0009862-01	LEGAL SERVICES-CLAIM MV1633 (R. WARREN)	\$7,687.58
		12/12/2016	1610-0009808-02	LEGAL SERVICES-CLAIM MV1622 (K. CABRERA)	
Remit to: RIVERSIDE, CA					FYTD: \$52,480.25
GREENSTONE MATERIALS	230274	12/19/2016	36273	CONCRETE DUMP FEES	\$481.00
Remit to: SAN JUAN CAPISTRANO, CA					FYTD: \$730.00
GUAJARDO, MAGDALENA	230175	12/05/2016	1413191	SENIOR CENTER RENTAL REFUND DEPOSIT	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
HABITAT RESTORATION SCIENCES, INC	18984	12/19/2016	7819	DETENTION BASIN MAINTENANCE SVC-OCT16	\$1,874.00
Remit to: CARLSBAD, CA					FYTD: \$11,244.00
HAMNER, LISA	230333	12/27/2016	R16-104747	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: LAKE HAVASU CITY, AZ					FYTD: \$75.00
HAUN, DORATHY	230287	12/19/2016	REIMB-12/10/16	REIMBURSEMENT-SHELTER HOLIDAY DECORATIONS	\$177.53
Remit to: NUEVO, CA					FYTD: \$177.53

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HDL/HINDERLITER DE LLAMAS & ASSOCIATES	230230	12/12/2016	0026440-IN	SALES TAX AUDIT SVCS-SALES QTR 2 2016	\$16,128.75
Remit to: DIAMOND BAR, CA					FYTD: \$22,489.20
HELLOW, TAMMY	230296	12/19/2016	1416559	REFUND FOR RENTAL #30781	\$300.00
Remit to: RIVERSIDE, CA					FYTD: \$300.00
HEMPSTEAD, MIA	230334	12/27/2016	R16-103432	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
HILLTOP GEOTECHNICAL, INC.	19029	12/27/2016	15696	EDGEMONT PAVEMENT - GEOTECH	\$5,945.50
Remit to: SAN BERNARDINO, CA					FYTD: \$29,011.00
HONDA YAMAHA OF REDLANDS	18893	12/05/2016	86483	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$3,158.56
		12/05/2016	84504	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		12/05/2016	86773	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		12/05/2016	84572	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		12/05/2016	84848	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: REDLANDS, CA					FYTD: \$7,919.05
HORSPOOL, MIKE	18894	12/05/2016	10011	HARASSMENT PREVENTION TRAINING-10/26/16	\$400.00
Remit to: MURRIETA, CA					FYTD: \$400.00

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HOSOPO CORP DBA HORIZON SOLAR POWER	230176	12/05/2016	B1503842	REFUND FOR CANCELLED PERMIT	\$146.32
	230177	12/05/2016	B1503843	REFUND FOR CANCELLED PERMIT	\$266.06
	230178	12/05/2016	B1503778	REFUND FOR CANCELLED PERMIT	\$146.32
	230179	12/05/2016	B1503779	REFUND FOR CANCELLED PERMIT	\$266.06
	230180	12/05/2016	B1503765	REFUND FOR CANCELLED PERMIT	\$266.06
	230181	12/05/2016	B1600899	REFUND FOR CANCELLED PERMIT	\$266.06
	230182	12/05/2016	B1600900	REFUND FOR CANCELLED PERMIT	\$146.32
	230183	12/05/2016	B1600450	REFUND FOR CANCELLED PERMIT	\$266.06
Remit to: HEMET, CA					FYTD: \$1,769.26
HUNSAKER & ASSOCIATES IRVINE, INC	230275	12/19/2016	16100234	CONSULTANT PLAN CHECK SVCS-PM35679/PA07-0084	\$7,336.00
Remit to: RIVERSIDE, CA					FYTD: \$26,207.91
INIT, EDWARD	18938	12/12/2016	FALL 2016	TUITION REIMBURSEMENT	\$2,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
INLAND EMPIRE BUSINESS PUBLICATIONS, LLC	18939	12/12/2016	50	1/2 PAGE ADVERTISEMENT-INLAND EMPIRE BUSINESS REVIEW	\$624.00
Remit to: MORENO VALLEY, CA					FYTD: \$3,744.00
INTERPRETERS UNLIMITED	18985	12/19/2016	M16M10-13197	LANGUAGE INTERPRETATION SERVICE	\$108.00
Remit to: SAN DIEGO, CA					FYTD: \$162.00
IRMA PITHEY INTERPRETING PROFESSIONALLY	230297	12/19/2016	BL#19228-YR2016	REFUND OF OVERPAYMENT FOR BL#19228	\$51.59
Remit to: MORENO VALLEY, CA					FYTD: \$51.59

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IRON MOUNTAIN, INC	19030	12/27/2016	201062669	OFF-SITE DATA STORAGE-AUG16	\$6,450.21
		12/27/2016	NEY9223	OFF-SITE STORAGE OF CITY RECORDS-DEC16	
		12/27/2016	201035354	OFF-SITE DATA STORAGE-JUL16	
		12/27/2016	201174391	OFF-SITE DATA STORAGE-NOV16	
		12/27/2016	201130514	OFF-SITE DATA STORAGE-OCT16	
		12/27/2016	201075112	OFF-SITE DATA STORAGE-SEPT16	
Remit to: PASADENA, CA					<u>FYTD:</u> \$17,920.02
JOE A. GONSALVES & SON	18940	12/12/2016	155289	STATE LOBBYIST SERVICES-DEC16	\$3,045.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$18,090.00
JOHNSON MEZZCAP	18941	12/12/2016	1099	LITE OWLS & E-SERIES EQUIPMENT LEASE-DEC16	\$2,243.51
Remit to: DALLAS, TX					<u>FYTD:</u> \$13,461.06
JOHNSON, TRACY	230231	12/12/2016	NOV-2016	INSTRUCTOR SERVICES- SHITO-RYU KARATE CLASSES	\$385.40
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,112.80
JONES, MAEGAN	230298	12/19/2016	1417018	TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
JTB SUPPLY CO., INC.	18986	12/19/2016	101816	TRAFFIC SIGNAL MAINT. SUPPLIES	\$1,974.00
Remit to: ORANGE, CA					<u>FYTD:</u> \$8,196.08
KEEP AMERICA BEAUTIFUL, INC.	230151	12/05/2016	NSF17-0529-IN1	2017 KAB ANNUAL AFFILIATE FEE FOR KAB CERTIFIED AFFILIATES	\$350.00
Remit to: STAMFORD, CT					<u>FYTD:</u> \$350.00
KLINE , RICHARD	230184	12/05/2016	R16-102363	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00

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KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD	18942	12/12/2016	284433	LEGAL SERVICES-DISSOLUTION OF RDA-SEPT16	\$137.50
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$137.50
LANDCARE USA, LLC	18895	12/05/2016	8142918	IRRIGATION REPAIRS-ZONES E-7, SD LMD 01, 01A & 08-SEPT16	\$13,703.08
		12/05/2016	8156119	LANDSCAPE MAINT-ZONES E-7, SD LMD 01, 01A & 08-NOV16	
		12/05/2016	8158478	IRRIGATION REPAIRS-ZONES SD LMD 01, 01A & 8-NOV16	
	19031	12/27/2016	8120316-1	LANDSCAPE MOVING-ZONE A PARKS-JUL16 RETROACTIVE CHARGES	\$237.37
		12/27/2016	8120317-1	LANDSCAPE MOVING-CFD #1-JUL16 RETROACTIVE CHARGES	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$204,072.82
LATITUDE GEOGRAPHICS	230276	12/19/2016	INV0004843	GEOCORTEX-TECHNICAL SUPPORT HOURS	\$210.45
	230321	12/27/2016	INV0004088	HOSTING ARCGIS SERVER 7/1/16-6/30/17	\$8,340.00
Remit to: VICTORIA, BC					<u>FYTD:</u> \$28,337.65
LAWLESS, CLARENCE	230185	12/05/2016	1413695	TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
LEADING EDGE LEARNING CENTER	230314	12/19/2016	NOV-2016	INSTRUCTOR SERVICES-READING RASCALS CLASS	\$584.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,613.20
LEE, JERI	18944	12/12/2016	NOV-2016	INSTRUCTOR SERVICES-ADAPTIVE ZUMBA CLASS	\$84.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$222.60
LEE-MCDUFFIE, PRECIOUS	19007	12/19/2016	DEC-2016	INSTRUCTOR SERVICES-ACTING FOR KIDS CLASS	\$288.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,118.60

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
LEVEL 3 COMMUNICATIONS, FMRLY TW TELCOM	18896	12/05/2016	48873603	TELEPHONE SVCS-LOCAL/LONG DISTANCE CALLS 11/17-12/16/16	\$4,665.27
		12/05/2016	48873603a	INTERNET & DATA SERVICES 11/17-12/16/16	
Remit to: BROOMFIELD, CO					<u>FYTD:</u> \$28,084.76
LEWIS, AMBER	230299	12/19/2016	1414232	REFUND FOR YOUTH BASKETBALL LEAGUE	\$81.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$81.60
LEXISNEXIS PRACTICE MGMT.	18987	12/19/2016	1610076606	LEGAL RESEARCH TOOLS-OCT16	\$1,180.00
Remit to: MIAMISBURG, OH					<u>FYTD:</u> \$7,080.00
LIEBERT, CASSIDY, WHITMORE	230152	12/05/2016	1430957	LEGAL SERVICES-OCT. 2016	\$5,443.80
		230277	12/19/2016	1428318	LEGAL SERVICES-SEPT. 2016
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$14,960.80
LOWE, CHANDREA	230300	12/19/2016	1414202	REFUND FOR YOUTH BASKETBALL LEAGUE	\$73.60
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$73.60
LYONS SECURITY SERVICE, INC	18945	12/12/2016	23473	SECURITY GUARD SVCS-CRC SPECIAL EVENTS-NOV16	\$1,213.85
		12/12/2016	23475	SECURITY GUARD SVCS-MV UTILITY-NOV16	
	18989	12/19/2016	23472	SECURITY GUARD SVCS-CRC-NOV16	\$11,086.47
		12/19/2016	23471	SECURITY GUARD SVCS-TOWNGATE COMM. CTR SPECIAL EVENTS-NOV16	
		12/19/2016	23409	SECURITY GUARD SVCS-CRC-OCT16	
19032	12/27/2016	23469	SECURITY GUARD SVCS-LIBRARY-NOV16	\$932.82	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$79,725.54
MACCHIONE, DANIELLE	230301	12/19/2016	R16-102269	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00

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City of Moreno Valley
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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MANDELL MUNICIPAL COUNSELING	230153	12/05/2016	SEP 2016	LEGAL SERVICES-CSD TRANSITIONS PROJECT	\$250.00
Remit to: LOS ANGELES, CA					FYTD: \$925.00
MARCH JOINT POWERS AUTHORITY	230232	12/12/2016	40191	MARCH JPA - HEACOCK CHANNEL	\$7,749.00
Remit to: RIVERSIDE, CA					FYTD: \$32,998.89

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	18897	12/05/2016	74134	LANDSCAPE EXTRA WORK-AUG16-SD LMD ZN 02/IRRIGATION REPAIR-AREA 3	\$642.03
		12/05/2016	74423	LANDSCAPE EXTRA WORK-SEP16-SD LMD ZN 02/FIX WIRES-CTRL 7, AREA 1	
		12/05/2016	74135	LANDSCAPE EXTRA WORK-AUG16-SD LMD ZN 02/IRRIGATION REPAIR-AREA 2	
		12/05/2016	74229	LANDSCAPE EXTRA WORK-SEP16-SD LMD ZN 02/IRRIGATION REPAIR-STN #3	
		12/05/2016	74136	LANDSCAPE EXTRA WORK-AUG16-SD LMD ZN 02/IRRIGATION REPAIR-AREA 2	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	19033	12/27/2016	75098	LANDSCAPE MAINT.-AQUEDUCT/SCE & OLD LAKE DRIVE-NOV16	\$12,615.97
		12/27/2016	75106	LANDSCAPE MAINT.-SENIOR CENTER-NOV16	
		12/27/2016	75107	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-NOV16	
		12/27/2016	75114	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-NOV16	
		12/27/2016	75104	LANDSCAPE MAINT.-LIBRARY-NOV16	
		12/27/2016	75096	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-NOV16	
		12/27/2016	75103	LANDSCAPE MAINT.-CITY YARD-NOV16	
		12/27/2016	75090	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-NOV16	
		12/27/2016	75093	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DEPHINIUM/PERHAM TO JFK-NOV16	
		12/27/2016	75099	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-NOV16	
		12/27/2016	75095	LANDSCAPE MAINT.-NORTH AQUEDUCT-NOV16	
		12/27/2016	75100	LANDSCAPE MAINT.-ASES ADMIN. BUILDING-NOV16	
		12/27/2016	75091	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-NOV16	
		12/27/2016	75092	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-NOV16	
		12/27/2016	75102	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-NOV16	
		12/27/2016	75097	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-NOV16	
		12/27/2016	75101	LANDSCAPE MAINT.-ANIMAL SHELTER-NOV16	
		12/27/2016	75094	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-NOV16	

Remit to: IRWINDALE, CA FYTD: \$303,396.20

MCCULLOCH, TRACY 230186 12/05/2016 R16-101119 ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS \$95.00

Remit to: LOS ANGELES, CA FYTD: \$95.00

MEDINA , ERIKA 230335 12/27/2016 R16-104860 ANIMAL SERVICES REFUND-RABIES DEPOSIT \$20.00

Remit to: PERRIS, CA FYTD: \$20.00

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MEDINA, EUNICE	230302	12/19/2016	1416740	REFUND CLASS CANCEL	\$102.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$102.00
MEEKS, DANIEL	19008	12/19/2016	110316-112016	SPORTS OFFICIATING SERVICES-SOFTBALL	\$672.00
		12/19/2016	101316-103016	SPORTS OFFICIATING SERVICES-SOFTBALL	
		12/19/2016	120416 / 120816	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,806.00
MENGISTU, YESHIALEM	18947	12/12/2016	NOV-2016	MILEAGE REIMBURSEMENT	\$136.62
	19034	12/27/2016	DEC-2016	MILEAGE REIMBURSEMENT	\$108.54
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$770.04
MICHAEL BAKER INTERNATIONAL, INC	18899	12/05/2016	957192	CONSULTANT PLAN CHECK SVCS/PA15-0028 (PM 36468) TRACT MAP REVIEW	\$356.82
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$803,751.83
MILLER SPATIAL SERVICES, LLC	230278	12/19/2016	1288	GIS ANALYST SERVICES 10/31-12/4/16	\$5,215.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,215.00
MONTGOMERY PLUMBING INC	230233	12/12/2016	102816	CLEAR MAINT LINE/ROOTS IN LINE-MARCH FIELD PARK COMMUNITY CTR.	\$5,710.00
		12/12/2016	111816	CLEAR SINK WITH POWER SNAKE-CITY HALL/PW COFFEE STATION AREA	
		12/12/2016	111916	CLEARED DRAIN WITH POWER SNAKE-LIBRARY	
		12/12/2016	112016	INSTALL 2 BACKFLOW CAGES WITH PADS-FIRE STATION #65	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$13,760.00

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MORENO VALLEY CHAMBER OF COMMERCE	230279	12/19/2016	5476	WAKE-UP MV MEETING ATTENDANCE-11/16/16	\$80.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,450.00
MORENO VALLEY COMMUNITY BAND	230154	12/05/2016	092616 INV	OFFICIAL CITY GROUP SPONSORSHIP AGREEMENT FOR FY 16/17	\$5,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,000.00
MORENO VALLEY CULTURAL ARTS FOUNDATION	230217	12/05/2016	11/23/2016	CITY SPONSORSHIP FOR FY 16/17 PROGRAMS	\$5,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,100.00
MORENO VALLEY UTILITY	230234	12/12/2016	7013411-01/NOV16	ELECTRICITY-UTILITY FIELD OFFICE	\$124.62
Remit to: HEMET, CA					<u>FYTD:</u> \$515,076.82
MORENO VALLEY YOUTH FEDERATION	230187	12/05/2016	1413703	COTTONWOOD GOLF CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
MPULSE MAINTENANCE SOFTWARE, INC.	19035	12/27/2016	16-11-4638	ANNUAL MAINTENANCE & SUPPORT PROGRAM RENEWAL 12/16/16-12/15/17	\$4,837.50
Remit to: EUGENE, OR					<u>FYTD:</u> \$4,837.50

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MSA - INLAND EMPIRE / DESERT CHAPTER	230156	12/05/2016	REG.-J. FLORES	12/8/16 TRAFFIC CONTROL CLASS REGISTRATION FOR JESUS FLORES	\$300.00
		12/05/2016	REG.-C. JUAREZ	12/8/16 TRAFFIC CONTROL CLASS REGISTRATION FOR CARLOS JUAREZ	
		12/05/2016	REG.-A. WILSON	12/8/16 TRAFFIC CONTROL CLASS REGISTRATION FOR ART WILSON	
		12/05/2016	REG.-A. AMMONS	12/8/16 TRAFFIC CONTROL CLASS REGISTRATION FOR ARCHIE BUD AMMONS	
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$300.00
MURPHY, MARTIN D	230157	12/05/2016	HT25	BAND PERFORMANCE FOR SNOW DAY EVENT (12/3/16)	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
MUSIC CHANGING LIVES	19036	12/27/2016	DEC-2016	INSTRUCTOR SERVICES-DRAWING FOR KIDS CLASS	\$126.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,306.80
NAMEKATA, DOUGLAS	18949	12/12/2016	NOV-2016	INSTRUCTOR SERVICES-ADAPTIVE ZUMBA CLASS	\$385.40
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,112.80
NAMEKATA, JAMES	19009	12/19/2016	NOV-2016	INSTRUCTOR SERVICES- SHITO-RYU KARATE CLASSES	\$385.40
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,112.80
NARANJO, MARTHA	230188	12/05/2016	1413700	TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
NEW HORIZON MOBILE HOME PARK	18950	12/12/2016	DEC 2016	UUT REFUNDS	\$4.69
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$27.76

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NOLLEY, LADONNA	230303	12/19/2016	1416998	COTTONWOOD GOLF CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
OBY INTERNATIONAL AFRICIAN/CARIBBEAN STORE	230255	12/12/2016	BL#16098-YR2016	REFUND OF OVERPAYMENT FOR BL#16098	\$110.18
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$110.18
ONESOURCE DISTRIBUTORS, INC.	18991	12/19/2016	S5124406.001	5 TRANSFORMERS FOR MV UTILITY	\$22,105.92
		12/19/2016	S5317658.001	SECTIONALIZING CABINET-EMERGENCY STOCK FOR MV UTILITY	
Remit to: OCEANSIDE, CA					<u>FYTD:</u> \$22,105.92
ONETH, BRANDY	230256	12/12/2016	R16-103674	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
ONLINE-MSDS.COM BY KHA	18992	12/19/2016	20161585	SDS MANAGEMENT ONLINE SERVICE 12/1/16-11/30/17	\$2,316.60
Remit to: HAMMOND, IN					<u>FYTD:</u> \$2,316.60
OVERLAND PACIFIC & CUTLER, INC.	18951	12/12/2016	1610039	RIGHT-OF-WAY - CONSULTANT SERVICES	\$1,365.00
	18993	12/19/2016	1611125	RIGHT-OF-WAY - CONSULTANT SERVICES	\$2,776.25
		12/19/2016	1611097	RIGHT-OF-WAY - CONSULTANT SERVICES	
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$8,052.50
PACIFIC ALARM SERVICE, INC	18952	12/12/2016	R 125378	BURGLAR ALARM SYSTEM RENT/SVC/MONITORING-MVU SUBSTATION-DEC16	\$244.00
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$1,464.00

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PACIFIC PRODUCTS & SERVICES, INC	230235	12/12/2016	21173	SIGN POSTS & SURFACE MOUNT BASES	\$10,950.12
		12/12/2016	21117	SIGN POSTS, ANCHORS, & SLEEVES	
Remit to: HIGHLAND, CA					<u>FYTD:</u> \$10,950.12
PACIFIC TELEMANAGEMENT SERVICES	18953	12/12/2016	884272	PAY PHONE SERVICES-JAN17	\$187.92
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$1,566.00
PAINTING BY ZEB BODE	18900	12/05/2016	11092016	POWER WASH & PAINT BLACK WROUGHT IRON FENCE/GATES AT CRC	\$3,650.00
Remit to: NORCO, CA					<u>FYTD:</u> \$44,550.00
PALOMERA, CRISTINA	230304	12/19/2016	R16-103884	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
PANDZA, STEVE	230257	12/12/2016	R16-104448	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$20.00
PEDLEY SQUARE VETERINARY CLINIC	18954	12/12/2016	OCT-2016	VETERINARY SERVICES-MV ANIMAL SHELTER	\$14,844.36
		12/19/2016	NOV-2016	VETERINARY SERVICES-MV ANIMAL SHELTER	\$13,191.90
		12/27/2016	SEP-2016	VETERINARY SERVICES-MV ANIMAL SHELTER	\$14,066.87
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$91,098.20
PELGONE, LORI	230305	12/19/2016	1417001	TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT MINUS BALANCE DUE	\$175.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$175.00

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PERCEPTIVE ENTERPRISES, INC.	18995	12/19/2016	MVL-26	CONSULTANT	\$1,770.00
Remit to: LOS ANGELES, CA					FYTD: \$9,870.00
PERMA	19038	12/27/2016	MV1665 11/22/16	LIABILITY CLAIM PAYMENT-MV1665 DAVIS	\$6,841.80
		12/27/2016	MV1617 11/22/16	LIABILITY CLAIM PAYMENT-MV1617 CUTHERELL	
Remit to: PALM DESERT, CA					FYTD: \$486,420.52
PETALS THE CLOWN & FRIENDS	230218	12/05/2016	12/3/16 EVENT	BALLOON TWISTING AT SNOW DAY/TREE LIGHTING EVENT	\$255.00
Remit to: RIVERSIDE, CA					FYTD: \$425.00
PETTY CASH - FINANCE	230247	12/12/2016	NOV 2016	PETTY CASH FUND REPLENISHMENT	\$425.25
Remit to: MORENO VALLEY, CA					FYTD: \$2,698.96
PGI - PACIFIC GRAPHICS, INC	18901	12/05/2016	36390	BUSINESS LICENSE RENEWAL POSTCARDS (7,335)	\$3,000.00
Remit to: INDUSTRY, CA					FYTD: \$3,000.00
PIP PRINTING RIVERSIDE	230236	12/12/2016	361703	FOLDING & STUFFING OF BUSINESS LICENSE RENEWALS-INITIAL MAILING	\$1,334.17
Remit to: RIVERSIDE, CA					FYTD: \$1,334.17
PRICE, GEORGE E.	19039	12/27/2016	11/15/16 REIMB.	REIMBURSE PHONE BILL FOR CALLING IN TO COUNCIL MTG FROM VACATION	\$44.48
Remit to: MORENO VALLEY, CA					FYTD: \$756.61

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PROFESSIONAL COMMUNICATIONS NETWORK PCN	230322	12/27/2016	152610171	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW VEHICLES PROGRAM	\$1,124.87
		12/27/2016	152500371	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW VEHICLES PROGRAM	

Remit to: RIVERSIDE, CA

FYTD: \$4,665.80

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PRUDENTIAL OVERALL SUPPLY	18902	12/05/2016	22338017	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF	\$354.85
		12/05/2016	22331190	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	
		12/05/2016	22331191	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		12/05/2016	22331195	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		12/05/2016	22334373	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	
		12/05/2016	22334374	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		12/05/2016	22341832	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		12/05/2016	22338023	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		12/05/2016	22340919	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		12/05/2016	22340912	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		12/05/2016	22334378	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		12/05/2016	22331185	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF	
		12/05/2016	22338027	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		12/05/2016	22340913	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF	
		12/05/2016	22338022	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	
		12/05/2016	22340923	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		12/05/2016	22338016	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		12/05/2016	22334368	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF	
		12/05/2016	22340918	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	
		12/05/2016	22338615	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY	18955	12/12/2016	22345047	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	\$670.33
		12/12/2016	22338021	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		12/12/2016	22340914	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		12/12/2016	22340915	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		12/12/2016	22340916	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		12/12/2016	22340920	UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF	
		12/12/2016	22345046	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		12/12/2016	22345044	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		12/12/2016	22340917	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		12/12/2016	22345048	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		12/12/2016	22345049	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		12/12/2016	22345052	UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF	
		12/12/2016	22345053	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		12/12/2016	22345054	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		12/12/2016	22345056	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		12/12/2016	22345627	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		12/12/2016	22340924	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		12/12/2016	22340922	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		12/12/2016	22338020	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
	12/12/2016	22340921	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF		
18996	12/19/2016	22345055	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	\$62.55	
	12/19/2016	22345050	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF		
	12/19/2016	22345051	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF		

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PRUDENTIAL OVERALL SUPPLY	19040	12/27/2016	22351877	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	\$429.74
		12/27/2016	22348470	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		12/27/2016	22348472	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		12/27/2016	22348479	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		12/27/2016	22348475	UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF	
		12/27/2016	22348476	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		12/27/2016	22348477	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		12/27/2016	22351875	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		12/27/2016	22348471	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		12/27/2016	22351888	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		12/27/2016	22351879	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		12/27/2016	22351881	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		12/27/2016	22351885	UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF	
		12/27/2016	22351887	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		12/27/2016	22351890	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		12/27/2016	22348469	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	

Remit to: RIVERSIDE, CA

FYTD: \$8,999.38

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PSOMAS	18903	12/05/2016	122620	ASSESSMENT ENGINEERING SERVICES TO AUDIT COUNTY SVC AREA 152	\$10,575.00
		12/05/2016	124357	KITCHING ST. ELECTRICAL SUBSTATION & SWITCHYARD PROJECT SERVICES	
	18956	12/12/2016	124354	ALESSANDRO/ELSWORTH - DESIGN	\$3,517.50
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$26,520.50
PW ENHANCEMENT CENTER	18904	12/05/2016	6/JUN-2016	EMERGENCY SOLUTIONS PROGRAM SUBGRANTEE PAYMENT	\$9,921.64
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$35,700.51
RAMOS, ROBERTO	19041	12/27/2016	DEC-2016	INSTRUCTOR SERVICES-KINDER KARATE/SPANISH/SELF DEF./TAE KWON DO	\$620.90
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$6,734.70
REGALADO, BLANCA E	18957	12/12/2016	NOV-2016	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$396.00
	19042	12/27/2016	DEC-2016	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$363.01
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,351.01
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	18905	12/05/2016	11984177	LINENS RENTAL FOR CRC BALLROOM	\$44.00
		12/05/2016	11988641	LINENS RENTAL FOR CRC BALLROOM	
	18958	12/12/2016	S591554	LINENS RENTAL FOR CRC SPECIAL EVENTS	\$202.38
		12/12/2016	S590622	LINENS RENTAL FOR CRC SPECIAL EVENTS	
		12/12/2016	11994193	LINENS RENTAL FOR CRC BALLROOM	
	19010	12/19/2016	11999112	LINENS RENTAL FOR CRC BALLROOM	\$97.73
		12/19/2016	S592655	LINENS RENTAL FOR CRC SPECIAL EVENTS	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,632.44

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RICK ENGINEERING COMPANY	18959	12/12/2016	51435	RECHE VISTA REALIGNMENT- SURVEY	\$5,797.50
		12/12/2016	51873	RECHE VISTA REALIGNMENT- SURVEY	
Remit to: RIVERSIDE, CA					FYTD: \$36,850.00
RIGHTWAY SITE SERVICES, INC.	230280	12/19/2016	160071	PORTABLE RESTROOM RENTAL-M&O @ CITY YARD	\$205.04
	230323	12/27/2016	159795	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF COURSE	\$591.70
		12/27/2016	159796	PORTABLE RESTROOMS RENTAL-EQUESTRIAN CENTER	
		12/27/2016	159797	PORTABLE RESTROOMS RENTAL-MARCH MIDDLE SCHOOL	
Remit to: LAKE ELSINORE, CA					FYTD: \$5,668.88
RIVERSIDE CONSTRUCTION COMPANY, INC	18997	12/19/2016	161006	STATE ROUTE 60/NASON ST. OVERCROSSING-CONSTRUCTION	\$24,855.71
Remit to: RIVERSIDE, CA					FYTD: \$65,193.21
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	230158	12/05/2016	HS0000005348	FRA RABIES TESTING@ PUBLIC HEALTH LAB	\$150.00
Remit to: RIVERSIDE, CA					FYTD: \$350.00
RIVERSIDE MEDICAL CLINIC	19043	12/27/2016	204560610 8/9/16	HEALTH INSURANCE CLAIM-RUSSELL HOUGH/EMPLOYEE TREATMENT	\$2,282.00
		12/27/2016	10212016 STMT	PRE-EMPLOYMENT PHYSICALS/DRUG SCREENINGS	
Remit to: RIVERSIDE, CA					FYTD: \$9,595.00
RMA GROUP	230324	12/27/2016	54045	RECHE VISTA REALIGNMENT-GEOTECH	\$4,300.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$21,185.00
ROBINSON, NILANTE	230189	12/05/2016	1413710	COTTONWOOD GOLF CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00

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ROMAN TINT, INC	18960	12/12/2016	2091	BLINDS FOR CITY YARD SANTIAGO OFFICE BLDG.	\$1,634.58
Remit to: RIALTO, CA					<u>FYTD:</u> \$5,930.37
ROMERO, LETICIA	230306	12/19/2016	1415123-1415125	CHILD CARE FEE CREDIT	\$96.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$96.00
ROTHWELL, RAYMOND	230307	12/19/2016	R16-104540	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: YUCAIPA, CA					<u>FYTD:</u> \$75.00
RUIZ, HECTOR	230308	12/19/2016	R16-103284	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
SAFeway SIGN CO.	18906	12/05/2016	8193	TRAFFIC SIGNS & HARDWARE	\$8,359.33
Remit to: ADELANTO, CA					<u>FYTD:</u> \$31,169.69
SALVATION ARMY	230288	12/19/2016	2016 EGC	CONTRIBUTION FROM PROCEEDS OF 2016 EMPLOYEE GIVING CAMPAIGN	\$2,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,429.30
SAN DIEGO ICE COMPANY, INC.	18907	12/05/2016	00-629862	ICE FOR SNOW DAY EVENT (65 TONS OF SNOW TO BE BLOWN)	\$9,750.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$9,750.00
SCHIEFELBEIN, LORI C.	230325	12/27/2016	NOV 2016	CONSULTANT SERVICES-ROTATIONAL TOW SERVICE PROGRAM	\$907.50
Remit to: BULLHEAD CITY, AZ					<u>FYTD:</u> \$6,696.25
SCOTT FAZEKAS & ASSOCIATES, INC	230159	12/05/2016	19154	PLAN CHECK SERVICES-BLDG. & SAFETY-SEP16	\$3,159.72
Remit to: IRVINE, CA					<u>FYTD:</u> \$10,943.05

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SEARLE CREATIVE GROUP, LLC	18998	12/19/2016	16528	EDD BRAND WEBSITE MAINTENANCE/HOSTING-OCT. 2016	\$1,884.49
		12/19/2016	16567	EDD BRAND WEBSITE MAINTENANCE/HOSTING-NOV. 2016	
Remit to: VENTURA, CA					<u>FYTD:</u> \$37,001.99
SECTRAN SECURITY, INC	230326	12/27/2016	16120796	ARMORED TRANSPORT SERVICES-DEC16	\$474.75
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$2,844.00
SERRANO, ERIKA	230190	12/05/2016	R16-101603	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
SHONDA L. PADRON	19044	12/27/2016	OCT-2016	INSTRUCTOR SERVICES-BELLY DANCING FOR FUN & FITNESS CLASS	\$126.60
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$312.00
SKECHERS	230258	12/12/2016	MVU 7013669-02	PBI SOLAR REBATE INCENTIVE	\$3,928.68
Remit to: MANHATTAN BEACH, CA					<u>FYTD:</u> \$35,232.54
SKY PUBLISHING	19011	12/19/2016	16_6P_117	SOARING RECREATION GUIDE PRINTING-WINTER/SPRING 2017	\$16,480.00
	19045	12/27/2016	17-1_7	1/2 PAGE ADVERTISEMENT-YOUR VILLA MAGAZINE/JAN. 28-31 ISSUE	\$850.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$31,619.23
SKY TRAILS MOBILE VILLAGE	18961	12/12/2016	DEC 2016	UUT REFUNDS	\$9.79
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$84.79
SMARTLINK	230259	12/12/2016	PA16-0080	REFUND-40% PLANNING APPLICATION FEES-PROJ. CANCELLED	\$1,152.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$1,152.00

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SOCO GROUP, INC	18999	12/19/2016	0338748-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$19,420.48
		12/19/2016	0339826-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		12/19/2016	0333419-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		12/19/2016	0334394-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		12/19/2016	0336446-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		12/19/2016	0337743-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		12/19/2016	0332467-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		12/19/2016	0338561-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: PERRIS, CA					FYTD: \$120,923.02
SOSA, HUGO	19046	12/27/2016	DEC-2016	INSTRUCTOR SERVICES-TRADITIONAL KARATEDO CLASS	\$291.60
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$2,073.60
SOUTHERN CALIFORNIA EDISON 1	230160	12/05/2016	NOV-16 12/5/16	ELECTRICITY CHARGES	\$5,440.44
	230237	12/12/2016	NOV-16 12/12/16	ELECTRICITY CHARGES	\$4,979.70
	230282	12/19/2016	7500724058	RELIABILITY SERVICE-DLAP_SCE_TS10-AUG16 & JUL16 ADJUSTMENT	\$1,137.10
	230283	12/19/2016	587-9520/NOV-16	ELECTRICITY CHARGES	\$1,165.77
Remit to: ROSEMEAD, CA					FYTD: \$1,687,353.97
SOUTHERN CALIFORNIA GAS CO.	230328	12/27/2016	NOV-2016	GAS CHARGES	\$4,805.03
Remit to: MONTEREY PARK, CA					FYTD: \$21,836.99
SOUTHERN PET SUPPLIES	19047	12/27/2016	9625	PET SUPPLIES-ASSORTED COLLARS, LEADS, & HARNESES	\$879.05
Remit to: SAN DIEGO, CA					FYTD: \$2,182.65
SPRINT	19000	12/19/2016	634235346-075	CELLULAR PHONE SERVICE-PD SET UNIT	\$57.51
Remit to: CAROL STREAM, IL					FYTD: \$376.57

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STANDARD INSURANCE CO	230161	12/05/2016	161201	SUPPLEMENTAL INSURANCE	\$1,051.47
Remit to: PORTLAND, OR					<u>FYTD:</u> \$6,352.76

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STANLEY CONVERGENT SECURITY SOLUTIONS, INC	18908	12/05/2016	13939831	ALARM SYSTEM MONITORING-RED MAPLE/NOV16-JAN17	\$4,598.25
		12/05/2016	14030502	ALARM SYSTEM MONITORING-SENIOR CENTER/DEC16-FEB17	
		12/05/2016	14028339	ALARM SYSTEM MONITORING-EMP. RESOURCE CTR./DEC16	
		12/05/2016	14027557	ALARM SYSTEM MONITORING-ANIMAL SHELTER/DEC16-FEB17	
		12/05/2016	14033990	ALARM SYSTEM MONITORING-FIRE STATION #58/DEC16-FEB17	
		12/05/2016	14097097	ALARM SYSTEM MONITORING-SUNNYMEAD MIDDLE SCHOOL-THINK/JAN-MAR17	
		12/05/2016	14028023	ALARM SYSTEM MONITORING-CITY YARD & TRANSP. TRAILER/DEC16-FEB17	
		12/05/2016	13921197	ALARM SYSTEM INSTALLATION AT EMP. RESOURCE CENTER	
		12/05/2016	13966733	ALARM SYSTEM MONITORING-EMP. RESOURCE CTR.-9/28/16-11/30/16	
		12/05/2016	14016817	ALARM SYSTEM MONITORING-MARCH ASES BLDG. 823/DEC16-FEB17	
		12/05/2016	13952401	ALARM SYSTEM MONITORING-FIRE STATION #99/NOV16	
		12/05/2016	14035747	ALARM SYSTEM MONITORING-FIRE STATION #99/DEC16	
		12/05/2016	14118986	ALARM SYSTEM MONITORING-EMP. RESOURCE CTR./JAN17	
		12/05/2016	13965664	ALARM SYSTEM MONITORING-CITY HALL/NOV16-JAN17	
		12/05/2016	13962015	ALARM SYSTEM MONITORING-COTTONWOOD GOLF CTR./NOV16-JAN17	
		12/05/2016	13960606	ALARM SYSTEM MONITORING-LIBRARY/NOV16-JAN17	
		12/05/2016	13958383	ALARM SYSTEM MONITORING-ANNEX 1 FIRE ALARM/NOV16-JAN17	
		12/05/2016	14022140	ALARM SYSTEM MONITORING-EOC/DEC16	
		12/05/2016	13945731	ALARM SYSTEM MONITORING-EOC/NOV16	
		12/05/2016	14036304	ALARM SYSTEM MONITORING-CY SANTIAGO OFFICE BURGLAR ALARM/DEC-FEB	

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STANLEY CONVERGENT SECURITY SOLUTIONS, INC	18962	12/12/2016	13964033	ALARM SYSTEM MONITORING-LASSELLE SPORTS PARK/NOV16-JAN17	\$3,130.33	
		12/12/2016	13945907	ALARM SYSTEM MONITORING-SUNNYMEAD & BETHUNE PARKS SNACK BARS/NOV		
		12/12/2016	13888531	ALARM SYSTEM MONITORING-CY SANTIAGO OFFICE FIRE ALARM/OCT-DEC16		
		12/12/2016	14110706	ALARM SYSTEM MONITORING-MARCH FIELD PARK COMM. CENTER/JAN-MAR17		
		12/12/2016	14095271	ALARM SYSTEM MONITORING-TOWNGATE COMMUNITY CTR./JAN-MAR17		
		12/12/2016	13939498	ALARM SYSTEM MONITORING-MORRISON PARK SNACK BAR/NOV16-JAN17		
		12/12/2016	14090206	ALARM SYSTEM MONITORING-EOC/JAN17		
		12/12/2016	14100729	ALARM SYSTEM MONITORING-FIRE STATION #99/JAN17		
		12/12/2016	14104865	ALARM SYSTEM MONITORING-ANNEX 1 BURGLAR ALARM/JAN-MAR17		
		12/12/2016	14115239	ALARM SYSTEM MONITORING-CY SANTIAGO OFFICE FIRE ALARM/JAN-MAR17		
		12/12/2016	14119410	ALARM SYSTEM MONITORING-CONFERENCE & REC. CENTER/JAN-MAR17		
		12/12/2016	14022787	ALARM SYSTEM MONITORING-SUNNYMEAD & BETHUNE PARKS SNACK BARS/DEC		
		12/12/2016	14102575	ALARM SYSTEM MONITORING-PUBLIC SAFETY BLDG./JAN-MAR17		
		19001	12/19/2016	14086723	ALARM SYSTEM MONITORING-SUNNYMEAD & BETHUNE PARKS SNACK BARS/JAN	\$186.17
	Remit to: PALATINE, IL					<u>FYTD:</u> \$25,766.27
STATE BOARD OF EQUALIZATION 1	19083	12/29/2016	113016	SALES & USE TAX REPORT 11/1-11/30/16	\$13,773.00	
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$28,326.00	

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STATE OF CALIFORNIA DEPT. OF JUSTICE	230162	12/05/2016	201444	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-OCT 2016	\$1,260.00
	230284	12/19/2016	196132	LIVE SCAN FINGERPRINTING APPS FOR PD-SEP 2016 ADDTL.	\$1,303.00
		12/19/2016	197030	LIVE SCAN FINGERPRINTING APPS FOR PD-OCT 2016	
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$20,650.00
STILES ANIMAL REMOVAL, INC.	230285	12/19/2016	105817	DECEASED LARGE ANIMAL REMOVAL SERVICES-NOV16	\$450.00
	230329	12/27/2016	106891	DECEASED LARGE ANIMAL REMOVAL SERVICES-AUG16	\$600.00
Remit to: GUAISTI, CA					<u>FYTD:</u> \$1,800.00
SUNNYMEAD ACE HARDWARE	230163	12/05/2016	69163	MISC. SUPPLIES FOR FIRE STATION #58	\$184.57
		12/05/2016	68354	MISC. SUPPLIES FOR FIRE STATION #6	
		12/05/2016	68355	MISC. SUPPLIES FOR FIRE STATION #6	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$688.96
SUNNYMEAD VETERINARY CLINIC	230164	12/05/2016	333333	VETERINARY SERVICES-MV ANIMAL SHELTER	\$602.00
		12/05/2016	328260	VETERINARY SERVICES-MV ANIMAL SHELTER	
		12/05/2016	327562	VETERINARY SERVICES-MV ANIMAL SHELTER	
		12/05/2016	328020	VETERINARY SERVICES-MV ANIMAL SHELTER	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,197.00
SWANSON, JESSICA	230309	12/19/2016	1414114	REFUND FOR ARTOBERFEST	\$20.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$20.00
SYLVESTER, ALISHA	230191	12/05/2016	R16-102372	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$95.00

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City of Moreno Valley
Payment Register
For Period 12/1/2016 through 12/31/2016

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
TAN, NELLY P.	230248	12/12/2016	12/15/16 EVENT	BALLOON & FACE PAINTING ARTISTS FOR PD HOLIDAY CHEER EVENT	\$390.00
Remit to: MORENO VALLEY, CA					FYTD: \$390.00
TARTER, LAURIE	230260	12/12/2016	R16-103649	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: CARLSBAD, CA					FYTD: \$75.00
TEMPLE, LORNA FAY/RICHARD	230261	12/12/2016	CK#227044	REISSUE UNCLAIMED CHECK-RE: REFUND-PARKING CITATION OVERPAYMENT	\$172.50
Remit to: MORENO VALLEY, CA					FYTD: \$172.50
THE LEW EDWARDS GROUP	230165	12/05/2016	2020	PROFESSIONAL SVCS-FISCAL SUSTAINABILITY-SEPT16	\$6,250.00
Remit to: OAKLAND, CA					FYTD: \$120,342.91
THE SPARK OF LOVE TOY DRIVE	230263	12/12/2016	112316	TOY DRIVE DONATION	\$100.00
Remit to: MORENO VALLEY, CA					FYTD: \$100.00
THOMAS, KEITH	230192	12/05/2016	1413193	SENIOR CENTER RENTAL REFUND DEPOSIT	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
THOMSON REUTERS-WEST PUBLISHING CORP.	18910	12/05/2016	835013572	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-OCT16	\$905.78
Remit to: CAROL STREAM, IL					FYTD: \$5,442.31
TOWNSON, LARY E	230239	12/12/2016	NOV-2016	INSTRUCTOR SERVICES-GUNSHOT WOUND LIFESAVER WORKSHOP	\$72.00
Remit to: RIVERSIDE, CA					FYTD: \$72.00

Attachment: December 2016 Payment Register (2421 : PAYMENT REGISTER - DECEMBER 2016)



City of Moreno Valley
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For Period 12/1/2016 through 12/31/2016

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
TRAUDT, LISA	230310	12/19/2016	R16-103370	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MENIFEE, CA					<u>FYTD:</u> \$75.00
TRICHE, TARA	19012	12/19/2016	DEC-2016	INSTRUCTOR SERVICES-DANCE CLASSES	\$2,220.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$12,343.20
TRINITY BAPTIST CHURCH	230311	12/19/2016	1417004	TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
TRUEPOINT SOLUTIONS, LLC	230166	12/05/2016	16-504	ACP WRITING & SCRIPT DEVELOPMENT SERVICES-SEP16	\$21,900.00
Remit to: LOOMIS, CA					<u>FYTD:</u> \$47,100.00
TTG ENGINEERS	230240	12/12/2016	113098	BRIDGE MAINT. - DESIGN	\$1,120.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$51,658.54
TUKES, JOSHUA	19013	12/19/2016	NOV-2016	INSTRUCTOR SERVICES-WATERCOLOR TECHNIQUE CLASS	\$52.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$826.20

Attachment: December 2016 Payment Register (2421 : PAYMENT REGISTER - DECEMBER 2016)



**City of Moreno Valley
Payment Register
For Period 12/1/2016 through 12/31/2016**

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ULTRASERV AUTOMATED SERVICES, LLC	230168	12/05/2016	3590:045055	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION	\$557.29
		12/05/2016	3590:045063	COFFEE SERVICE SUPPLIES-ANNEX 1	
		12/05/2016	3590:045061	COFFEE SERVICE SUPPLIES-CITY YARD	
	230242	12/05/2016	3590:045053	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
		12/12/2016	3590:045483	COFFEE SERVICE SUPPLIES-ANNEX 1	\$1,587.50
		12/12/2016	3590:041551	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER	
		12/12/2016	3590:042547	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER	
		12/12/2016	3590:045485	COFFEE SERVICE SUPPLIES-CITY YARD	
		12/12/2016	3590:045481	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION	
		12/12/2016	3590:045059	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER	
		12/12/2016	3590:045057	COFFEE SERVICE SUPPLIES-CONFERENCE & REC. CENTER	
		12/12/2016	3590:043949	COFFEE SERVICE SUPPLIES-CITY YARD	
		12/12/2016	3590:040195	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER	
		12/12/2016	3590:042808	COFFEE SERVICE SUPPLIES-CITY YARD	
		12/12/2016	3590:042553	COFFEE SERVICE SUPPLIES-CITY HALL	
12/12/2016	3590:045487	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION			
Remit to: COSTA MESA, CA					<u>FYTD:</u> \$11,777.99
UNDERGROUND SERVICE ALERT	19002	12/19/2016	1120160458(d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-NOV16	\$216.00
		12/19/2016	1120160458(c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-NOV16	
		12/19/2016	1120160458(b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-NOV16	
		12/19/2016	1120160458(a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-NOV16	
Remit to: CORONA, CA					<u>FYTD:</u> \$1,698.00
UNION BANK OF CALIFORNIA 1	230330	12/27/2016	1013412	INVESTMENT CUSTODIAL SERVICES-NOV16	\$411.67
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$2,225.02

Attachment: December 2016 Payment Register (2421 : PAYMENT REGISTER - DECEMBER 2016)



City of Moreno Valley
Payment Register
For Period 12/1/2016 through 12/31/2016

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
UNITED ROTARY BRUSH CORP	18912	12/05/2016	293120	STREET SWEEPER BROOM KITS/RECONDITIONING	\$432.90
	19003	12/19/2016	293027	STREET SWEEPER BROOM KITS/RECONDITIONING	\$1,977.77
		12/19/2016	293312	STREET SWEEPER BROOM KITS/RECONDITIONING	
		12/19/2016	293411	STREET SWEEPER BROOM KITS/RECONDITIONING	
	19048	12/27/2016	293531	STREET SWEEPER BROOM KITS/RECONDITIONING	\$691.55
Remit to: KANSAS CITY, MO					<u>FYTD:</u> \$16,844.68
UNITED SITE SERVICES OF CA, INC.	18966	12/12/2016	114-4727890	FENCE RENTAL AT ANIMAL SHELTER 11/24-12/21/16	\$106.65
Remit to: PHOENIX, AZ					<u>FYTD:</u> \$1,774.20
URRUTIA, DIALENA	18913	12/05/2016	NOV-2016	INSTRUCTOR SERVICES-INTERNATIONAL LATIN DANCE CLASS	\$124.80
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$644.40
USA MOBILITY/ARCH WIRELESS	19049	12/27/2016	Z6218870L	PAGER SERVICE FOR ON-CALL TRAFFIC SIGNAL MAINT. STAFF-DEC16	\$4.69
Remit to: SPRINGFIELD, VA					<u>FYTD:</u> \$37.51

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City of Moreno Valley Payment Register

For Period 12/1/2016 through 12/31/2016

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VACATE TERMITE & PEST ELIMINATION COMPANY	18914	12/05/2016	67345	RODENT CONTROL SERVICES-COTTONWOOD GOLF COURSE	\$1,095.00
		12/05/2016	67344	RODENT CONTROL SERVICES-CELEBRATION PARK	
		12/05/2016	67699	PEST CONTROL SERVICE-MORRISON PARK RESTROOM	
		12/05/2016	67343	RODENT CONTROL SERVICES-MARCH FIELD/SKATE PARK	
		12/05/2016	67694	PEST CONTROL SERVICE-CELEBRATION PARK RESTROOM	
		12/05/2016	67348	RODENT CONTROL SERVICES-SHADOW MOUNTAIN PARK	
		12/05/2016	67346	RODENT CONTROL SERVICES-MORRISON PARK	
		12/05/2016	67350	RODENT CONTROL SERVICES-EL POTRERO PARK	
		12/05/2016	67695	PEST CONTROL SERVICE-SKATE PARK RESTROOM/SNACK BAR	
		12/05/2016	67700	PEST CONTROL SERVICE-SUNNYMEAD PARK RESTROOM/SNACK BAR	
		12/05/2016	67351	RODENT CONTROL SERVICES-CONFERENCE & REC. CENTER	
		12/05/2016	67349	RODENT CONTROL SERVICES-EDISON EASEMENT PARK	
		12/05/2016	67342	RODENT CONTROL SERVICES-SUNNYMEAD PARK	
		12/05/2016	67347	RODENT CONTROL SERVICES-EQUESTRIAN CENTER	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VACATE TERMITES & PEST ELIMINATION COMPANY	18967	12/12/2016	69059	RODENT CONTROL SERVICES-MORRISON PARK	\$2,255.00
		12/12/2016	68891	RODENT CONTROL SERVICES-CONFERENCE & REC. CENTER	
		12/12/2016	69060	RODENT CONTROL SERVICES-CELEBRATION PARK	
		12/12/2016	69253	PEST CONTROL SERVICE-CELEBRATION PARK RESTROOM	
		12/12/2016	69254	PEST CONTROL SERVICE-SKATE PARK RESTROOM/SNACK BAR	
		12/12/2016	69258	PEST CONTROL SERVICE-MORRISON PARK RESTROOM	
		12/12/2016	69879	PEST CONTROL SERVICE-EOC	
		12/12/2016	69892	PEST CONTROL SERVICE-TRANSPORTATION TRAILER	
		12/12/2016	69886	PEST CONTROL SERVICE-CITY YARD SANTIAGO OFFICE	
		12/12/2016	69887	PEST CONTROL SERVICE-FIRE STATION #58 (2ND SERVICE)	
		12/12/2016	69888	PEST CONTROL SERVICE-ANNEX 1	
		12/12/2016	69891	PEST CONTROL SERVICE-MARCH FIELD PARK COMMUNITY CENTER	
		12/12/2016	69555	PEST CONTROL SERVICE-FIRE STATION #99	
		12/12/2016	69889	PEST CONTROL SERVICE-ANIMAL SHELTER	
		12/12/2016	69874	PEST CONTROL SERVICE-CITY YARD	
		12/12/2016	69873	PEST CONTROL SERVICE-COTTONWOOD GOLF CENTER	
		12/12/2016	68889	RODENT CONTROL SERVICES-EDISON EASEMENT PARK	
		12/12/2016	68890	RODENT CONTROL SERVICES-EL POTRERO PARK	
		12/12/2016	68885	RODENT CONTROL SERVICES-SUNNYMEAD PARK	
		12/12/2016	68886	RODENT CONTROL SERVICES-COTTONWOOD GOLF COURSE	
		12/12/2016	68887	RODENT CONTROL SERVICES-EQUESTRIAN CENTER	
		12/12/2016	69574	PEST CONTROL SERVICE-FIRE STATION #91	
		12/12/2016	69305	RODENT CONTROL SERVICES-MARCH FIELD/SKATE PARK	
		12/12/2016	68888	RODENT CONTROL SERVICES-SHADOW MOUNTAIN PARK	
		12/12/2016	69554	PEST CONTROL SERVICE-FIRE STATION #48	
		12/12/2016	69877	PEST CONTROL SERVICE-CONFERENCE & REC. CENTER	
		12/12/2016	69872	PEST CONTROL SERVICE-PUBLIC SAFETY BUILDING	

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City of Moreno Valley
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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VACATE TERMITE & PEST ELIMINATION COMPANY		12/12/2016	69878	PEST CONTROL SERVICE-CITY HALL	
		12/12/2016	69573	PEST CONTROL SERVICE-FIRE STATION #2	
		12/12/2016	69572	PEST CONTROL SERVICE-SENIOR CENTER	
		12/12/2016	69571	PEST CONTROL SERVICE-FIRE STATION #58	
		12/12/2016	69569	PEST CONTROL SERVICE-LIBRARY	
		12/12/2016	69568	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	
		12/12/2016	69567	PEST CONTROL SERVICE-FIRE STATION #6	
		12/12/2016	69557	PEST CONTROL SERVICE-TOWNGATE COMMUNITY CENTER	
		12/12/2016	69556	PEST CONTROL SERVICE-FIRE STATION #65	
		12/12/2016	69259	PEST CONTROL SERVICE-SUNNYMEAD PARK RESTROOM/SNACK BAR	
Remit to: MORENO VALLEY, CA					FYTD: \$13,710.00
VALLEY CITIES GONZALES FENCE CO	19004	12/19/2016	5534	MATERIALS & LABOR TO INSTALL FENCE-BUILDING ON M.A.R.B.	\$999.00
Remit to: NORCO, CA					FYTD: \$1,849.00
VALLEY WIDE TOWING, LLC	18915	12/05/2016	2678	EVIDENCE TOWING & STORAGE CHARGES FOR PD	\$1,280.00
		12/05/2016	2874	EVIDENCE TOWING FOR PD	
Remit to: MORENO VALLEY, CA					FYTD: \$3,650.00
VARGAS-TORRES, JESUS	230312	12/19/2016	R16-103039	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: SAN JACINTO, CA					FYTD: \$95.00
VASQUEZ, ALEXIS	230193	12/05/2016	R16-101775	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00

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City of Moreno Valley
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VERENGO INC	230194	12/05/2016	B1601184	REFUND ON CANCELLED PERMIT	\$266.06
	230195	12/05/2016	B1601183	REFUND ON CANCELLED PERMIT	\$146.32
	230196	12/05/2016	B1602390	REFUND ON CANCELLED PERMIT	\$146.32
	230197	12/05/2016	B1602391	REFUND ON CANCELLED PERMIT	\$266.06
	230198	12/05/2016	B1600617	REFUND ON CANCELLED PERMIT	\$146.32
	230199	12/05/2016	B1600618	REFUND ON CANCELLED PERMIT	\$266.06
	230200	12/05/2016	B1601159	REFUND ON CANCELLED PERMIT	\$146.32
	230201	12/05/2016	B1601160	REFUND ON CANCELLED PERMIT	\$266.06
Remit to: TORRANCE, CA					<u>FYTD:</u> \$1,649.52
VERIZON WIRELESS	230169	12/05/2016	9775176311	CELLULAR SERVICE FOR PD TRAFFIC TICKET WRITERS	\$99.27
Remit to: DALLAS, TX					<u>FYTD:</u> \$499.05
VISION SERVICE PLAN	18916	12/05/2016	161201	EMPLOYEE VISION INSURANCE	\$4,163.40
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$24,859.65

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VIVANT SOLAR DEVELOPER	230202	12/05/2016	B1503705	REFUND ON CANCELLED PERMIT	\$266.06
	230203	12/05/2016	B1503725	REFUND ON CANCELLED PERMIT	\$266.06
	230204	12/05/2016	B1503739	REFUND ON CANCELLED PERMIT	\$266.06
	230205	12/05/2016	B1503754	REFUND ON CANCELLED PERMIT	\$266.06
	230206	12/05/2016	B1503700	REFUND ON CANCELLED PERMIT	\$266.06
	230207	12/05/2016	B1503936	REFUND ON CANCELLED PERMIT	\$266.06
	230208	12/05/2016	B1600756	REFUND ON CANCELLED PERMIT	\$266.06
	230209	12/05/2016	B1600783	REFUND ON CANCELLED PERMIT	\$266.06
	230210	12/05/2016	B1600860	REFUND ON CANCELLED PERMIT	\$266.06
	230211	12/05/2016	B1601291	REFUND ON CANCELLED PERMIT	\$266.06
	230212	12/05/2016	B1601821	REFUND ON CANCELLED PERMIT	\$266.06
	230213	12/05/2016	B1601507	REFUND ON CANCELLED PERMIT	\$266.06
	230214	12/05/2016	B1601480	REFUND ON CANCELLED PERMIT	\$266.06
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$3,458.78
VOYAGER FLEET SYSTEM, INC.	19005	12/19/2016	869336602648	FUEL CARD CHARGES-PD TRAFFIC MOTORS	\$1,025.31
	19050	12/27/2016	869211615648	CNG FUEL PURCHASES	\$3,735.18
Remit to: HOUSTON, TX					<u>FYTD:</u> \$24,564.97

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VULCAN MATERIALS CO, INC.	19051	12/27/2016	71326663	ASPHALTIC MATERIALS	\$2,052.18
		12/27/2016	71326664	ASPHALTIC MATERIALS	
		12/27/2016	71313364	ASPHALTIC MATERIALS	
		12/27/2016	71322307	ASPHALTIC MATERIALS	
		12/27/2016	71320209	ASPHALTIC MATERIALS	
		12/27/2016	71317629	ASPHALTIC MATERIALS	
		12/27/2016	71313365	ASPHALTIC MATERIALS	
		12/27/2016	71311339	ASPHALTIC MATERIALS	
		12/27/2016	71308062	ASPHALTIC MATERIALS	
		12/27/2016	71308061	ASPHALTIC MATERIALS	
		12/27/2016	71304820	ASPHALTIC MATERIALS	
		12/27/2016	71315794	ASPHALTIC MATERIALS	
		12/27/2016	71324042	ASPHALTIC MATERIALS	
12/27/2016	71328640	ASPHALTIC MATERIALS			
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$37,799.50
WESTERN MUNICIPAL WATER DISTRICT	230331	12/27/2016	23821-018258/NV6	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR.-BLDG. 938	\$1,766.94
		12/27/2016	23821-018257/NV6	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR. LANDSCAPE	
		12/27/2016	24753-018620/NV6	WATER CHARGES-M.A.R.B. BALLFIELDS	
		12/27/2016	23866-018292/NV6	WATER CHARGES-SKATE PARK	
Remit to: ARTESIA, CA					<u>FYTD:</u> \$15,014.48
WILLDAN FINANCIAL SERVICES	18918	12/05/2016	010-32572	PROFESSIONAL SERVICES-PREPARATION OF BOUNDARY MAPS-CFD 2014-1	\$450.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$58,630.00

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City of Moreno Valley
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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
WILLIAMS , KAELYN	230262	12/12/2016	R16-101876	ANIMAL SERVICES REFUND	\$75.00
Remit to: CORONA, CA					FYTD: \$75.00
WILLIS, ROBERT H	230315	12/19/2016	120416 / 120816	SPORTS OFFICIATING SERVICES-SOFTBALL	\$693.00
		12/19/2016	110316-112016	SPORTS OFFICIATING SERVICES-SOFTBALL	
		12/19/2016	101316-103016	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: PERRIS, CA					FYTD: \$1,512.00
WITHERS, BLAKE	230215	12/05/2016	R16-104193	ANIMAL SERVICES REFUND-OVERPMT ON WEB LICENSE RENEWAL	\$71.00
Remit to: MORENO VALLEY, CA					FYTD: \$71.00
WORLEY, ROBERT	230216	12/05/2016	R16-103112	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: LAKE ARROWHEAD, CA					FYTD: \$75.00
WRCRCA	230244	12/12/2016	NOV-2016 MSHCP	MSHCP FEES COLLECTED FOR NOV. 2016-RESIDENTIAL	\$15,936.00
Remit to: RIVERSIDE, CA					FYTD: \$286,914.80
XEROX CAPITAL SERVICES, LLC	19052	12/27/2016	087186524	COPIER LEASE/BILLABLE PRINTS-GRAPHICS-NOV16	\$1,043.57
		12/27/2016	087186525	COPIER LEASE-GRAPHICS-DEC16	
Remit to: PASADENA, CA					FYTD: \$15,392.58
XEROX FINANCIAL SERVICES LLC	18968	12/12/2016	677977	COLOR COPIER LEASE-EDD 11/15-12/14/16	\$784.62
Remit to: DALLAS, TX					FYTD: \$4,853.02
YEARSLEY, BILL	230313	12/19/2016	1416554	REFUND OVERPAYMENT	\$50.00
Remit to: MORENO VALLEY, CA					FYTD: \$50.00

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TOTAL CHECKS UNDER \$25,000					\$828,987.00
GRAND TOTAL					\$7,803,030.35

Attachment: December 2016 Payment Register (2421 : PAYMENT REGISTER - DECEMBER 2016)



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: March 7, 2017

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ROADWAY ENGINEERING & CONTRACTING, INC. FOR THE FARRAGUT AVENUE SIDEWALK IMPROVEMENTS FROM SHERMAN AVENUE TO ELSWORTH STREET PROJECT NO. 801 0066

RECOMMENDED ACTION

Recommendations:

1. Award a construction contract to Roadway Engineering & Contracting, Inc., for the Farragut Avenue Sidewalk Improvements from Sherman Avenue to Elsworth Street.
2. Authorize the City Manager to execute a contract with Roadway Engineering & Contracting, Inc.
3. Authorize the issuance of a Purchase Order for Roadway Engineering & Contracting, Inc. in the amount of \$395,397.90 (329,498.25 bid amount plus 20% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract with Roadway Engineering & Contracting, Inc. up to, but not exceeding, a total ceiling of \$475,000.00 subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of a contract with Roadway Engineering & Contracting, Inc. for the construction of the Farragut Avenue Sidewalk Improvements. The project is funded by the Community Development Block Grant (CDBG) and was approved in the Fiscal Year (FY) 2015-2016 and 2016-2017 Capital Improvement Plans

(CIP).

DISCUSSION

This project is for the construction of approximately 2,350 linear feet of sidewalk, curb, gutter and related street improvements to accommodate new sidewalks along Farragut Avenue from Sherman Avenue to Elsworth Street. This project will enhance safety for pedestrians. These improvements currently do not fully exist thus affecting the accessibility. Completion of this project will also provide aesthetic improvements to enhance the area. This location is within the documented CDBG target area. City Council approved the CDBG project application for the design phase on May 12, 2015. Design, environmental clearance, and advance utility relocation have been completed. Construction funds were approved on May 3, 2016 as part of Moreno Valley's 2016-17 Annual Action Plan.

Box Springs Mutual Water Company (BSMWC) committed to replacing their outdated 4-inch water line with a new 8-inch water line in advance of the sidewalk improvements. BSMWC started construction in October 2016 and will be completing their installation by mid-February, 2017. In addition, the Gas Company completed tie-ins on the east end of Farragut Avenue and service lateral replacements in the street for several residences.

The Planning Division of the Community Development Department determined on January 27, 2017 that this project qualifies for a Class I Categorical Exemption as defined in both Section 15301c of the California Environmental Quality Act (CEQA) and Sections 4.1.B.1.a and g of the City's Rules and Procedures for the Implementation of CEQA.

Because of the use of CDBG funds, this project was also reviewed under the National Environmental Policy Act (NEPA). The City (as the responsible entity) carried out its responsibilities of environmental review as cited in 24 Code of Federal Regulations (CFR) 58.5 and determined that this project required the preparation of an Environmental Assessment based on the applicable section of the Code of Federal Regulations. The City completed the Environmental Assessment on January 19, 2017, which determined that the project will have No Significant Impact to the environment. Based on the determinations, the City completed a Finding of No Significant Impact (FONSI) to notify the public, which complied with all the statutory and regulatory time periods for review and comment as required by 24 CFR 58.43, and 58.55 under 24 CFR 58.7.

The bidding documents were completed in December 2016. As identified in the bidding documents, the scope of work was categorized to include the Base Bid and two Alternate Bids in order to ensure the sidewalks and related work were highest priority. Alternates were set-up for pricing and budget reasons.

The Base Bid includes new sidewalks, curbs and gutters. Alternate #1 adds a rubberized crack seal treatment and a slurry seal to the existing pavement. Alternate #2 includes the reconstruction of the sidewalk and ramps for an additional section of

Farragut Avenue and at the intersection of Farragut Avenue and Sherman Avenue. The sidewalk and access ramps will be reconstructed to meet current City and Americans with Disabilities Act (ADA) guidelines.

During the course of design, residents expressed their desire to add missing street lights. City staff researched and coordinated with Edgemont Community Services District (ECSD) and distributed informational letters to all owners on how to complete the ECSD process. Due to the length of the process which must be started by residents contacting ECSD, the sidewalk project will have easily-removable sidewalk panels for later installation of up to five (5) street lights.

The project was advertised for construction bids in December 2016 and formal bidding procedures were followed in conformance with the Public Contract Code. Bids were received via the electronic bid management system, PlanetBids, on January 10, 2017, and twelve (12) bids were received as follows:

<u>CONTRACTORS</u>	<u>Base Bid + Alternates 1 and 2</u>
1. Roadway Engineering & Contracting, Inc.	\$329,498.25
2. CT&T Concrete Paving Inc.	\$330,289.77
3. L.C. Paving & Sealing Inc.	\$331,133.27
4. Martinez Concrete	\$337,566.40
5. Hillcrest Contracting Inc.	\$364,937.40
6. EBS General Engineering, Inc	\$416,948.00
7. Alfaro Communications Construction, Inc.	\$417,525.37
8. Leonida Builders Inc.	\$430,493.00
9. Hardy & Harper, Inc.	\$432,000.00
10. All American Asphalt	\$434,799.46
11. C.S. Legacy Construction, Inc.	\$435,547.00
12. S&H Civilworks	\$456,745.00

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

The contingency of 20% of the bid amount (\$65,900) is recommended to account for any latent or unforeseen circumstances encountered during construction, and allow flexibility to respond to resident requests during construction.

Due to favorable bids, there may be sufficient funds in the project budget to revise the planned roadway treatment of slurry seal to a more permanent treatment, for the purpose of better structural stability and longevity, as well as benefiting the public by street rehabilitation. Street infrastructure rehabilitation is a CDBG-eligible expense and will aid in the prevention of blight. Utilities have recently upgraded the water and gas systems. Although the utilities have patched selected locations according to City

requirements, the various construction activities on the existing street, combined with multiple utility patches of pavement, have further deteriorated the pavement. Once the construction contract is awarded, staff will work with the contractor to price the rehabilitation and determine if there is sufficient budget. City Council is requested to authorize the Public Works Director/City Engineer to execute subsequent Contract Change Orders up to an additional \$80,000 above the contingency amount.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the Farragut Avenue Sidewalk Improvements.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the timely construction of the Farragut Avenue Sidewalk Improvements.*

FISCAL IMPACT

The Farragut Avenue Sidewalk Improvements are funded by CDBG funds (Fund 2512) for design and construction phases and included in the FY 2016-2017 CIP. There is no impact to the General Fund.

AVAILABLE FUNDS IN FISCAL YEAR 2016-2017:

Farragut Avenue Improvements - Remaining Design CDBG Funds (Account No. 2512-70-77-80001, Project No. 801 0066)	\$39,393
Farragut Avenue Improvements - Construction CDBG Funds (Account No. 2512-70-77-80001, Project No. 801 0066)	<u>\$561,237</u>
Total	\$600,630

ESTIMATED PROJECT RELATED COSTS (FY 2016-2017):

Remaining Consultant Design and Construction Support	\$48,000
Construction Contractor Costs (including contingencies)	\$475,000
Construction Survey and Geotechnical Services	\$40,000
Project Administration*	<u>\$25,000</u>
Total	\$588,000

*Project management and inspection will be provided by City staff.

ANTICIPATED PROJECT SCHEDULE:

Start Construction.....	March 2017
Complete Construction.....	June 2017

NOTIFICATION

A neighborhood meeting for property owners and residents was held on September 22, 2016 to update progress and obtain feedback. Requests were addressed and incorporated into the final plans.

All utilities, adjacent property owners, law enforcement, fire department, and other emergency services responders in the area will be notified in a timely manner prior to the start of construction.

PREPARATION OF STAFF REPORT

Prepared By:
Margery A. Lazarus, P.E.
Interim Capital Projects Division Manager/Assistant City Engineer

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

Concurred By:
Marshall Eyerman
Chief Financial Officer/City Treasurer

CITY COUNCIL GOALS

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

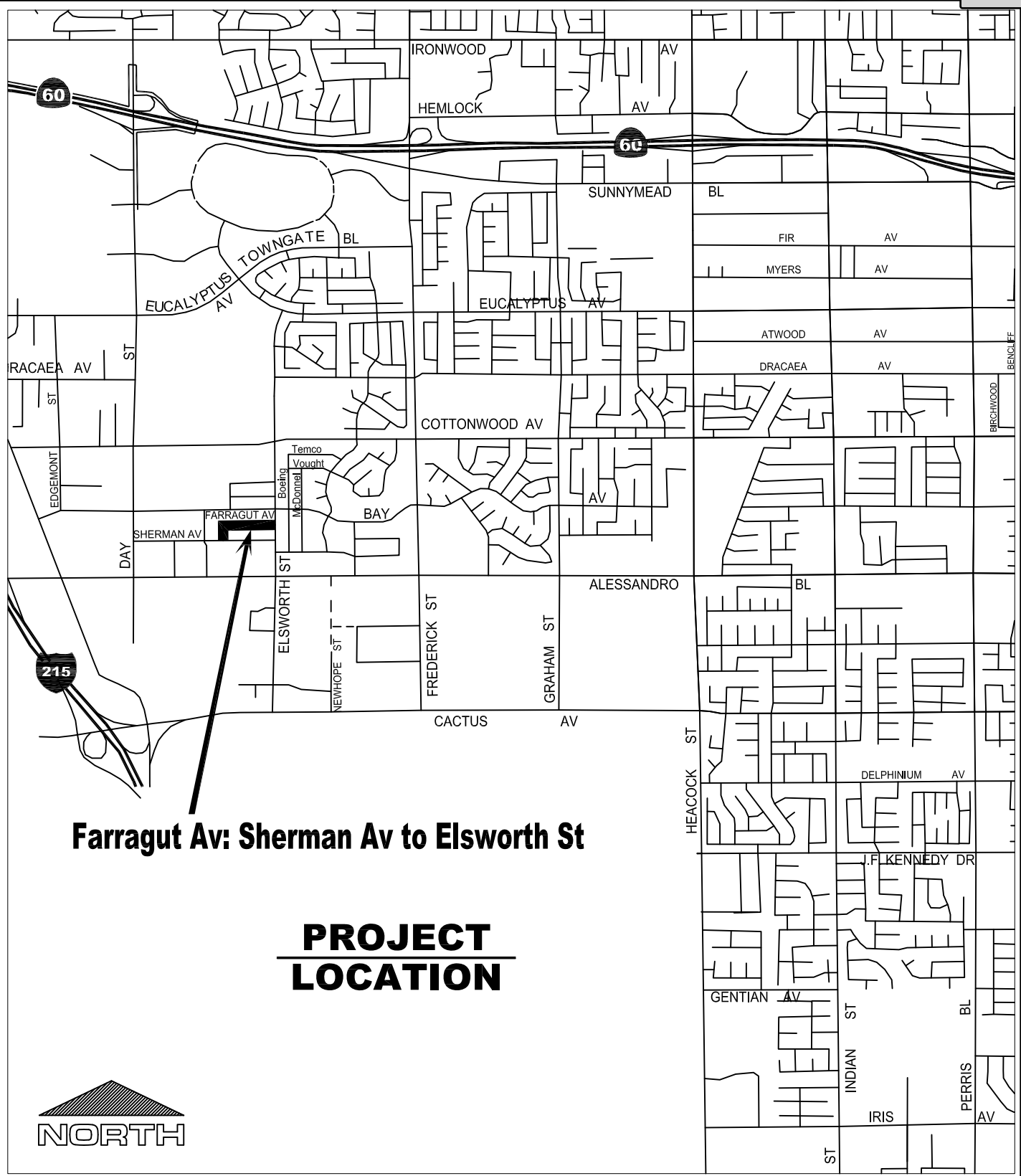
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

1. Location Map
2. Agreement

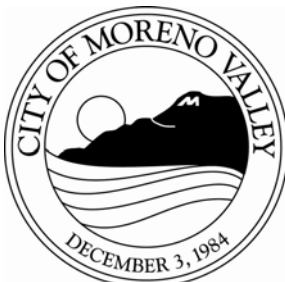
APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/21/17 8:16 AM
City Attorney Approval	<u>✓ Approved</u>	2/21/17 8:45 AM
City Manager Approval	<u>✓ Approved</u>	2/21/17 2:37 PM



Farragut Av: Sherman Av to Elsworth St

PROJECT
LOCATION



LOCATION MAP

Public Works Department
Capital Projects Division

ATTACHMENT 1

**FARRAGUT AVENUE
SHERMAN AV TO ELSWORTH ST
SIDEWALK AND ROADWAY IMPROVEMENTS
PROJECT No 801 0066**

Attachment: Location Map (2401) : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ROADWAY ENGINEERING & CONTRACTING,

Agreement No. _____

AGREEMENT

PROJECT NO. 801 0066

**FARRAGUT AVENUE SIDEWALK IMPROVEMENTS
From Sherman Avenue to Elsworth Street**

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Roadway Engineering & Contracting, Inc.**, hereinafter called the "Contractor."

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

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

- A. Governmental approvals, including, but not limited to, permits required for the Work
- B. Any and all Contract Change Orders issued after execution of this Agreement
- C. This Agreement
- D. Addenda Nos. _____ inclusive, issued prior to the opening of the Bids
- E. Federal Provisions and Requirements
- F. Any Federal Certifications, documentation and reports as required, including but not limited to Contractor's Certification on Federal Contract Requirements, Certification of Nonsegregated Facilities, Certification of Equal Employment Opportunity, Race and Ethnic Data Reporting Form.
- G. City Special Provisions, including the General Provisions and Technical Provisions
- H. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- I. Reference Specifications/Reference Documents other than those listed in paragraph 2, below.
- J. Project Plans
- K. City Standard Plans
- L. Caltrans Standard Plans
- M. Other Agency Standard Plans
- N. The bound Bidding Documents
- O. Contractor's Labor and Materials Payment Bond
- P. Contractor's Faithful Performance Bond
- Q. Contractor's Certificates of Insurance and Additional Insured Endorsements
- R. Contractor's Bidder's Proposal, Subcontractor and Material Supplier Listing
- S. City of Moreno Valley Supplementary General Conditions

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or

Standard Form of Agreement
00500-1

Attachment: Agreement (2401 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ROADWAY ENGINEERING & CONTRACTING,

greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

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

A. Geotechnical Test Results

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. Contract Price and Basis for Payment. In consideration for the Contractor’s full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder’s Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is Three Hundred Twenty-Nine Thousand, Four Hundred Ninety-Eight Dollars and Twenty-Five Cents (\$329,498.25) (“Contract Price”). The Alternate Bid Items selected by the City and included in the Contract are: No. 1 and No. 2. It is understood and agreed that the quantities set forth in the Bidder’s Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder’s Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. Payment Procedures. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the City Special Provisions.

5. CONTRACT TIME.

A. Contract Time. The Contract Time shall be determined in accordance with the following:

Base Bid	55 Working Days
Alternate 1	10 Working Days
Alternate 2	10 Working Days

B. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the “Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials.” The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Time of **Fifty-Five (55) Working Days for the Base Bid and up to Seventy-Five (75) Working Days for Base Bid plus Alternate Bids (No. 1 and No. 2).** The Contract Time includes the time necessary to fulfill

preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

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

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Pollution Prevention Plan (PPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security if Contractor persistently delays in providing the required documentation.

C. Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK

6.1. **Liquidated Damages.** The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to order all materials in accordance with the Notice to Proceed with Order of Materials, failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials, fails to fulfill the preconstruction requirements and/or fails to complete

Standard Form of Agreement
00500-3

the Work within the Contract Time, Contractor agrees to pay the City **\$480.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. Owner is Exempt from Liability for Early Completion Delay Damages. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

6.3. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section 2-11 of the Special Provisions.

7. INSURANCE.

7.1. General. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. Additional Insured Endorsements. The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office (“ISO”) Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. Substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. Waivers of Subrogation. All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. Primary Coverage. All policies and endorsements shall stipulate that the Contractor’s (and the Subcontractors’) insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor’s (and its Subcontractors’) insurance and shall not contribute with it.

7.5. Coverage Applies Separately to Each Insured and Additional Insured. Coverage shall state that the Contractor’s (and its Subcontractors’) insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. Self-Insurance. Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City’s approval of self-insurance, if any, is within the City’s sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project and any extension of the one-year correction guarantee period in accordance with section 6-8.1 of the City Special Provisions, maintain and upon Owner’s reasonable request provide evidence of:
 - (a) Contractor’s “net worth” (defined as “total assets” [defined as all items of value owned by the Contractor including tangible items

- such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
- (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and
 - (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
- (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
 - (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. Insurer Financial Rating. Insurance companies providing insurance hereunder shall be rated A-:VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. Notices to City of Cancellation or Changes. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt

of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with section 6-8.1 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. **Business Automobile Liability.** Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation.** Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. **BONDS.** The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for

delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its Surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said

books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. **General.** To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons

- (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
 - L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
 - M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
 - N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
 - O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
 - P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. Effect of Indemnitees' Active Negligence. Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 11. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. Independent Defense Obligation. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. **Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. **Waiver of Indemnity Rights Against Indemnitees.** With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. **Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 11.

10.7. **No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 11 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 11 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 11 are binding on Contractor's and its Subcontractors' successors, heirs and assigns

and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. FEDERAL REQUIREMENTS. If the Contractor or Subcontractor is performing work on Section 3, Housing and Urban Development Act of 1968, projects for which the amount of the assistance exceeds \$200,000 and the contract or subcontract exceeds \$100,000:

11.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

11.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

11.3 The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

11.4 The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

11.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

11.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

11.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b)

requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

12. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

Roadway Engineering & Contracting, Inc.

BY: _____
City Manager

License No./
Classification: _____

Date

Expiration Date: _____

Federal I.D. No.: _____

INTERNAL USE ONLY
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

Chief Financial Officer / City Treasurer

Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

Attachment: Agreement (2401) : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ROADWAY ENGINEERING & CONTRACTING,

CONTRACTOR’S SECTION 3 AFFIRMATIVE ACTION PLAN

PROJECT NO. 801 0066

**FARRAGUT AVENUE SIDEWALK IMPROVEMENTS
From Sherman Avenue to Elsworth Street**

The undersigned contractor agrees to implement the following affirmative action steps directed at increasing the utilization of lower-income residents and business concerns located within the City of Moreno Valley.

1. Take affirmative action to ensure that employees or applicants for employment or training are not discriminated against because of race, color, religion, sex, or national origin.
2. Send a notice of Contractor’s Section 3 commitment to each labor organization or representative of workers, and post a copy of the notice at a conspicuous place available to employees and applicants for employment or training.
3. To the greatest extent feasible, make a good faith effort to recruit for employment or training lower-income residents from the city, and to award contracts to business concerns which are located in or owned in substantial part by persons residing in the city through use of: Local advertising media, signs placed at the project site, and notification to community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, U.S. Employment Service, Chamber of Commerce, labor unions, trade associations, and business concerns.
4. Maintain a file of all low-income area residents who applied for employment or training either on their own or on referral from any source, and the action taken with respect to each area resident.
5. Maintain a file of all business concerns located in the city who submitted a bid for work on the project, and the action taken with respect to each bid.
6. Maintain records, including copies of correspondence, memoranda, etc., which document that affirmative action steps have been taken.
7. Incorporate the Section 3 clause provisions in all subcontracts, and require subcontractors to submit a Section 3 Affirmative Action Plan.
8. List project work force needs for the project by occupation, trade, skill level, and number of positions on the work force profile forms.
9. List information related to subcontracts to be awarded.

Dated: _____

Signed: _____

Name: _____

Title: _____

Contractor’s Section 3 Affirmative Action Pla
0050

Attachment: Agreement (2401 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ROADWAY ENGINEERING & CONTRACTING,

NOTICE of SECTION 3 COMMITMENT

PROJECT NO. 801 0066

**FARRAGUT AVENUE SIDEWALK IMPROVEMENTS
From Sherman Avenue to Elsworth Street**

TO: _____
(Name of Labor Union, Worker's Representative, etc.)

(Address)

The undersigned currently holds a contract with the City of Moreno Valley involving Community Development Block Grant funds from the U.S. Department of Housing and Urban Development, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obliged, to the greatest extent feasible, to give opportunities for employment and training to lower-income persons residing within the city where the project is located, and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by persons residing in the city.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968.

A copy of this notice will be posted by the undersigned in a conspicuous place available to employees or applicants for employment.

Dated: _____

Signed: _____

Name: _____

Title: _____

**CITY OF MORENO VALLEY
SUPPLEMENTARY GENERAL CONDITIONS**

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

- (1) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- (2) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- (3) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- (4) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- (5) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (6) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (7) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- (8) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- (9) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
- (10) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books,

documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (11) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- (12) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- (13) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

City of Moreno Valley

Roadway Engineering & Contracting, Inc.

BY: _____
 City Manager

 Date

BY: _____
 TITLE: _____
(Select only one please)
 (President or Vice President)

 Date

<p><u>INTERNAL USE ONLY</u> APPROVED AS TO LEGAL FORM:</p>
<p>_____</p> <p>City Attorney</p>
<p>_____</p> <p>Date</p>
<p>RECOMMENDED FOR APPROVAL:</p>
<p>_____</p> <p>Public Works Director/City Engineer</p>
<p>_____</p> <p>Date</p>
<p>_____</p> <p>Chief Financial Officer / City Treasurer</p>
<p>_____</p> <p>Date</p>

BY: _____
 TITLE: _____
 (Corporate Secretary)

 Date



Report to City Council

TO: Mayor and City Council

FROM: Martin Koczanowicz, City Attorney
Marie Macias, Interim City Clerk

AGENDA DATE: March 7, 2017

TITLE: ORDINANCE AMENDING THE MUNICIPAL CODE TO REFLECT APPOINTMENT AUTHORITY OF DIRECTLY ELECTED MAYOR

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Introduce Ordinance No. 920, an Ordinance of the City Council of the City of Moreno Valley, California, amending Municipal Code Section 2.28.010 E, to comply with the State law related to the appointment authority of a Directly Elected Mayor; conduct first reading by title only and set the second reading and adoption for the March 7th meeting.

SUMMARY

This report recommends adoption of an Ordinance amending the City of Moreno Valley Municipal Code Section 2.18.010, to bring it into conformance with State law and the other code changes related to the directly elected Mayor position previously adopted by the Council.

DISCUSSION

On December 9, 2014 Ordinance 879 was adopted by City Council following the voters' approval of changing the number of Districts from 5 to 4 and having a Directly Elected Mayor position added to the City Council. Under State law, a Directly Elected Mayor has the authority to make appointments to all commissions, boards and committees subject to approval of City Council (Government Code Section 40605).

The Ordinance added City Municipal Code Sections 2.04.005 and amended Sections 2.04.060 and 2.06.010 to reflect the newly created position of Directly Elected Mayor. It

makes the Municipal Code consistent with State law by confirming the Directly Elected Mayor's authority to appoint to all commissions, boards and committees, subject to the City Council's approval.

It appears that one section was missed when the amendments were adopted; this item is brought before the Council to address that omission. Municipal Code Section 2.18.010(E) also deals with appointment of Planning Commissioners and must be amended to conform to the other amended Code sections and to reflect State law.

The attached Ordinance provides proposed language for that amendment, correcting the Code to reflect the Elected Mayor's authority to appoint the Commissioners, subject to Council approval.

ALTERNATIVES

1. Introduce and conduct the first reading of Ordinance – and set the second reading and adoption for the Council Meeting at the next regularly scheduled meeting. *Staff recommends this alternative as it avoids State law preemption issues if the correction in City's Code is not made.*
2. Fail to move forward with the introduction first reading of the Ordinance. *Staff does not recommend this alternative as it would put that section of the Code in conflict with Government Code Section 40605 and create potential preemption issues.*

FISCAL IMPACT

There is no fiscal impact associated with the recommended alternative.

NOTIFICATION

Agenda was posted in accordance with the Brown Act.

PREPARATION OF STAFF REPORT

Prepared/Approved By:
Martin D. Koczanowicz
City Attorney

Concurred By:
Marie Macias
Interim City Clerk

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Mayor appointment power Ordinance

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/09/17 7:35 AM
City Attorney Approval	<u>✓ Approved</u>	2/08/17 5:33 PM
City Manager Approval	<u>✓ Approved</u>	2/09/17 2:08 PM

HISTORY:

02/21/17 City Council FIRST READING OF ORDINANCE
 Next: 03/07/17

ORDINANCE NO. 920

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 2, CHAPTER 2.18, SECTION 2.18.010 OF THE MORENO VALLEY MUNICIPAL CODE PERTAINING TO APPOINTMENT AUTHORITY OF THE DIRECTLY ELECTED MAYOR

WHEREAS, in November of 2014 Moreno Valley voters approved the at large position of Directly Elected Mayor, along with a change from 5 to 4 Districts represented each by a Council Member; and

WHEREAS, State law in Government Code Section 40605 states that a Directly Elected Mayor shall, with approval of Council, make appointments to all boards, commissions and committees; and

WHEREAS, the City of Moreno Valley's ("City") Municipal Code ("Municipal Code"), was amended to reflect the voters' approval of the Directly Elected Mayor position and the applicable authority under the State laws by adoption of Ordinance 879 on December 9th, 2014; and

WHEREAS, Ordinance 879 did not include an amendment to Code Section 2.18.010 (E) which is necessary to reflect provisions of Government Code Section 40605.

NOW, THEREFORE, the City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. RECITALS

The recitals set forth above are true and correct and incorporated herein by reference.

SECTION 2. PURPOSE

Purpose of this Ordinance is to amend Section 2.18.010(E) of the Moreno Valley Municipal Code in order to correctly reflect the Directly Elected Mayor's authority to appoint to all Commissions, Boards and Committees, as provided under State law.

SECTION 3. AMENDMENTS TO CODE

Section 2.18.010 (E) of the Moreno Valley Municipal Code is hereby deleted in full and replaced as follows:

Attachment: Mayor appointment power Ordinance [Revision 2] (2478 : ORDINANCE AMENDING THE MUNICIPAL CODE TO REFLECT

(E) Subsequent vacancies shall be filled as follows: Application submitted by candidates will be screened by the Mayor who may hold interviews and then, make the appointments at a City Council meeting, subject to the approval of the Council.

SECTION 4. REPEAL OF CONFLICTING PROVISIONS

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

SECTION 5. EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 6. EFFECTIVE DATE:

This ordinance shall take effect 30 days after its adoption.

APPROVED AND ADOPTED this 7th day of March, 2017.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Mayor appointment power Ordinance [Revision 2] (2478 : ORDINANCE AMENDING THE MUNICIPAL CODE TO REFLECT

ORDINANCE JURAT

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

I, Patricia Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 920 had its first reading on February 21, 2017 and had its second reading on March 7, 2017 and was duly and regularly adopted by was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7th day of March, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: March 7, 2017

TITLE: MUNICIPAL CODE UPDATE – SECTIONS 9.14.210 AND 9.14.230 - AUTHORIZING THE CITY ENGINEER TO EXECUTE IMPROVEMENT SECURITY AGREEMENTS AND RELEASE OR REDUCE IMPROVEMENT SECURITIES AND DESIGNATING THE CITY ENGINEER TO ACCEPT STREETS AND PORTIONS THEREOF INTO THE CITY MAINTAINED STREET SYSTEM

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing on proposed amendment to Sections 9.14.210(B), 9.14.210(C), and 9.14.230 of the City of Moreno Valley Municipal Code.
2. Introduce Ordinance No. 921. An Ordinance of the City Council of the City of Moreno Valley, California, thereby amending the City of Moreno Valley Municipal Code Sections 9.14.210(B), 9.14.210(C), and 9.14.230 related to improvement securities and acceptance of completed improvements into the City maintained street system.
3. Set the second reading and adoption of the Ordinance for the next regularly scheduled Council Meeting on March 21, 2017.

SUMMARY

This report recommends adoption of an Ordinance to amend the City's Municipal Code Chapter 9.14 "Land Divisions." The Chapter currently requires that improvement security agreements and the release of those securities be done through City Council action. Furthermore, the acceptance of street improvements by the City requires action

by City Council. In order to streamline the development process, an Ordinance is proposed to amend the Municipal Code to allow the City Engineer to execute improvement security agreements, accept completed improvements into the City maintained street system, and release the improvement security upon completion and acceptance of the improvements.

DISCUSSION

Per the Municipal Code, developers are required to construct improvements such as pavement, signing and striping, curb and gutter, sidewalk, street lights, storm drain facilities, etc. along the project frontage and as needed. Furthermore, the developer must enter into an improvement security agreement with the City to guarantee the completion of those improvements. The security must be of an acceptable form consistent with the Municipal Code as well as California Government Code Section 66499 et al. Upon completion of the improvements, the City must accept those improvements into the City maintained street system. Then, the process of releasing the securities can start.

Under the current Municipal Code requirements, improvement security agreements shall be approved by City Council (MVMC 9.14.210(B)). The process of completing the necessary documents for the agreement and security can take several weeks. Once completed, City staff prepares a staff report for City Council approval of the agreement at its next regularly scheduled meeting, adding another three to four weeks to the process. Once the agreement is executed, then work can begin on the improvements.

Upon completion of improvement construction, City staff must prepare another staff report in order for the City Council to accept the improvements into the City maintained street system by Resolution and to start the process of releasing the security. This process of accepting the improvements into the City maintained street system is consistent with California Streets and Highway Code Section 1806(b). The release of the security is consistent with Municipal Code Section 9.14.230. Bringing these items to City Council for action adds another three to four weeks before the security is released, thus adding costs to the developer due to the additional time of having the security in place although the work is completed.

This process is followed for each development project requiring street related improvements. In order to streamline the process, staff recommends that City Council authorize the following:

- The City Engineer to execute the improvement security agreement with City Attorney approval. The proposed revision to Municipal Code Sections 9.14.210(B) and 9.14.210(C) includes this authorization.
- The City Engineer to accept improvements into the City maintained street system once completed. This is allowed per California Streets and Highway Code Section 1806(c) by way of Ordinance. The proposed Ordinance and revision to Municipal Code Section 9.14.230 includes this authorization.

- The City Engineer to release or partially reduce the improvement security once the improvements have been accepted by the City for maintenance. This is allowed per California Government Code Section 66499.7. The proposed revision to Municipal Code Section 9.14.230 includes this authorization.

The proposed Ordinance will streamline the delivery of development projects and reduce the amount of time that the improvement security will be in place. This is consistent with the intent of the Momentum MoVal Priority 1 – Economic Development business opportunities and job creation.

ALTERNATIVES

1. Introduce and read by title only the proposed Ordinance to amend Sections 9.14.210(B), 9.14.210(C), and 9.14.230 of the Moreno Valley Municipal Code regarding improvement securities and acceptance of improvements into the City maintained street system. *Staff recommends this alternative in order to streamline development, specifically improvement securities.*
2. Do not approve the recommended action as presented in this staff report. *Staff does not recommend this alternative because additional time will continue to be needed to initiate development construction and complete the process.*

FISCAL IMPACT

There is no fiscal impact to the General Fund associated with the proposed ordinance.

NOTIFICATION

A 1/8 page public hearing notice for this code amendment was published in the local newspaper on February 25, 2017.

PREPARATION OF STAFF REPORT

Prepared By:
Michael Lloyd, P.E.
Engineering Division Manager

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

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library

- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

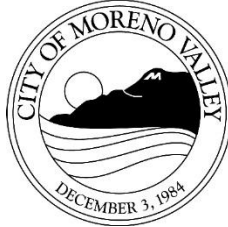
See the Discussion section above for details of how this action supports the City Council's Strategic Priorities.

ATTACHMENTS

- 1. CC Newspaper Notice Improvement Agreement
- 2. Ordinance No. 921

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/15/17 6:12 PM
City Attorney Approval	<u>✓ Approved</u>	2/14/17 12:36 PM
City Manager Approval	<u>✓ Approved</u>	2/21/17 2:42 PM



NOTICE OF CITY COUNCIL PUBLIC HEARING

THE CITY COUNCIL WILL CONSIDER AN ORDINANCE AMENDING SECTIONS 9.14.210 AND 9.14.230 OF CHAPTER 9.14 OF TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, IMPROVEMENT SECURITY AND IMPROVEMENT SECURITY RELEASE

The proposed Municipal Code revision will adjust the development process regarding improvement security and acceptance by the City of those improvements. The proposed revision will allow the City Engineer to execute improvement security agreements, accept street improvements into the City maintained street system, and release or reduce the improvement security.

Any person interested in the proposed project may contact Michael Lloyd, Engineering Division Manager at (951) 413-3120 in the Public Works Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday and 7:30 a.m. to 4:30 p.m. on Fridays) or may telephone (951) 413-3120 for further information.

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council on or before the following meeting date:

**Tuesday, March 7, 2017
6:00 P.M.
City Council Chamber
14177 Frederick Street.
Moreno Valley, CA 92552-0805**

Upon request, this notification 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 this public hearing should direct such requests to Guy Pegan, ADA Coordinator, at 951.413.3120 at least 72 hours before the public hearing. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility and participation in this public hearing.

ORDINANCE NO. 921

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTIONS 9.140.210 AND 9.14.230 OF CHAPTER 9.14 OF TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, AUTHORIZING THE CITY ENGINEER TO EXECUTE IMPROVEMENT SECURITY AGREEMENTS, DESIGNATING THE CITY ENGINEER TO ACCEPT STREETS AND PORTIONS THEREOF INTO THE CITY MAINTAINED STREET SYSTEM, AND AUTHORIZING THE CITY ENGINEER TO RELEASE OR REDUCE IMPROVEMENT SECURTIES

WHEREAS, the City Council of the City of Moreno Valley seeks to streamline the development process, specifically the execution of improvement security agreements, acceptance of street improvements, and release of improvement securities; and

WHEREAS, the California Streets and Highways Code Section 1806(c) allows the City Council to designate a city official, on behalf of the City, to accept streets or portions thereof into the City maintained street system; and

WHEREAS, the California Government Code Section 66499.7 allows the City Council to delegate to a City official the authorization to release or reduce the improvement security; and

WHEREAS, the City Council desires to delegate those functions and that authority to the City Engineer.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1: RECITALS

The recitals set forth above are true and correct and incorporated herein by reference.

SECTION 2: MUNICIPAL CODE AMENDED:

Title 9 of the City of Moreno Valley Municipal Code is hereby amended as follows:

Section 9.14.210(B) of Chapter 9.14 is deleted in its entirety and replaced with the following:

“9.14.210(B) The agreement and the improvement security for all schedule maps and as otherwise needed shall be executed by the City Engineer only in the form and

terms approved by the City Engineer and the City Attorney. The initial period of the agreement and the security shall be twenty-four (24) months.”

Section 9.14.210(C) of Chapter 9.14 is deleted in its entirety and replaced with the following:

“9.14.210(C) Extensions of time may be granted at any time by the City Engineer, either at his/her discretion, with or without notice to the developer and surety, or at the written request of the developer.”

Section 9.14.230 of Chapter 9.14 is deleted in its entirety and replaced with the following:

“9.14.230 Improvement Security Release. Improvement security may be released upon the final completion and acceptance of the act or work; provided, however, such release shall not apply to the amount of security as determined in Section 9.14.220(A)(3) for the guarantee and warranty period, or to costs and reasonable expense fees, including reasonable attorney’s fees, incurred by the City in enforcing any improvement agreement. The City Engineer on behalf of the City is designated to accept streets or portions thereof into the City maintained street system. Once the improvements have been accepted, the City Engineer is authorized to release or partially reduce the improvement security, in a format and content subject to the City Attorney approval. When appropriate, such release shall be recorded in the office of the county recorder.”

SECTION 3. SEVERABILITY

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

SECTION 4. REPEAL OF CONFLICTING PROVISIONS

All the provisions of the City of Moreno Valley Municipal Code as heretofore adopted that are in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 6. NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 7. EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 21st day of March, 2017.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Ordinance No. 921 [Revision 3] (2409 : MUNICIPAL CODE UPDATE ? SECTIONS 9.14.210 AND 9.14.230 - DESIGNATING)

ORDINANCE JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 921 had its first reading on March 7, 2017, and had its second reading on March 21, 2017 and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 21st day of March, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Ordinance No. 921 [Revision 3] (2409 : MUNICIPAL CODE UPDATE ? SECTIONS 9.14.210 AND 9.14.230 - DESIGNATING)



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: March 7, 2017

TITLE: HIRE MOVAL - HIRE A MOVAL GRAD PROGRAM

RECOMMENDED ACTION

Recommendations:

1. Implement the Hire a MoVal Grad Program as part of the Hire MoVal incentives program to encourage Moreno Valley businesses to hire Moreno Valley residents who have recently graduated with a degree and/or certification from an accredited Riverside County educational institution. The Hire a MoVal Grad Program would be offered as a pilot program for fiscal years (FYs) 2017/18 and 2018/19.
2. Approve a General Fund allocation of \$50,000 per FY, for FYs 2017/18 and 2018/19, to be distributed to businesses in increments of \$1,000 for each MoVal Grad hired, up to a maximum of 5 new hires per FY, and retained in accordance with the Hire MoVal Grad program guidelines.
3. Direct staff to publicize the Hire a MoVal Grad Program.

SUMMARY

This report recommends expansion of the Hire MoVal program to include a new program incentive called the Hire a MoVal Grad Program ("Program"). The aim of the Program is to improve the lives of our City's residents while meeting the emerging employment needs of the City's expanding local economy. To achieve this aim, it is being recommended that the Hire MoVal program include a financial incentive to Moreno Valley employers who hire and retain Moreno Valley residents that have recently graduated and/or earned program certification from any accredited Riverside County educational institution.

The proposed Program has the potential to award employers \$1,000 per new hire made

and retained in accordance with the Program's criteria, up to maximum of \$5,000 per employer per year that the Program is in effect. Employers must submit an application along with supporting documentation to be considered for an award. Awards would be made on a first come basis for all qualified submissions received until the designated Program funding for the FY is depleted.

Eligible employers must be a Moreno Valley business, hold a current valid City of Moreno Valley business license, hire Moreno Valley residents who have recently graduated and/or received certification (within the last 2 years) from an accredited Riverside County educational institution or program, and submit an application for award along with supporting documentation in accordance with the Program's guidelines for each qualified new hire.

The proposed Program would be offered in FY 2017/18, starting July 1, 2017, with a subsequent offering in FY 2018/19, starting July 1, 2018.

DISCUSSION

If approved, the proposed Hire a MoVal Grad Program ("Program") would offer a mechanism to support businesses by promoting the hiring of Moreno Valley residents who have earned a degree and/or certification in a job training program from an accredited Riverside County educational institution or program. Recognized educational institutions and/or programs would include, but not be limited to, degrees or certifications from universities and colleges within Riverside County (e.g. the University of California-Riverside, California Baptist University, La Sierra University, Moreno Valley College, and Riverside City College); graduation and/or program certifications from accredited Vocational Technical Schools within Riverside County; and program certificates received through comprehensive Career Technical Education (CTE) Course Sequences (Introduction, Concentrator, and Capstone) of no less than three courses as provided through the Riverside County Office of Education.

The proposed Program would be offered as a pilot program for fiscal years (FY) 2017/18 and 2018/19. The first Program year would commence July 1, 2017 and run through June 30, 2018, with a second term would run from July 1, 2018 to June 30, 2019.

A General Fund commitment of \$50,000 per fiscal year is proposed to provide for individual employer awards. If approved, awards would be made in increments of \$1,000 per qualified new hire, up to a maximum of 5 awards (\$5,000) per employer. To qualify for an award, employers must meet the eligibility requirements outlined below.

Applications and Program criteria shall be made available on the City's website at www.moval.org. Awards shall be made based on a first come successful submission basis until Program funding for the FY is depleted.

The Hire a MoVal Grad Program is positioned to incentivize the creation of up to 100 new full-time jobs for local Moreno Valley residents over the next two fiscal years.

Recipients of employer awards must meet the following Program criteria.

1. Operate a legitimate business located within the City of Moreno Valley.
2. Possess a valid Moreno Valley Business license. Business licenses must be kept current throughout the Program. Those businesses that fail to keep a current Moreno Valley Business license will be automatically disqualified.
3. Employers must hire a Moreno Valley resident who has successfully completed one or more of the following:
 - Received a degree and/or completed a locally or state approved certificate program from among any accredited university or college in Riverside County.
 - Completed a vocational educational training program from among any accredited Vocational/Technical School within Riverside County.
 - Completed a comprehensive CTE Course Sequence (Introduction, Concentrator, and Capstone) of no less than three courses through the Riverside County Office of Education.
4. Employers must be able to demonstrate that those hired have earned their degree(s) and/or completed their program certifications within the past two years. A copy of the degree/certificate with date of award and/or a letter from the institution where a degree or certification was earned will meet this requirement.
5. Applications must be submitted by the requesting employer each program year. Applications must include a list of eligible employees providing name, address, date of hire, degree or certification and educational institution conferring degree and/or certificate along with a copy of the employee's degree/certificate or letter from awarding institution naming the employee, degree or certificate earned, and date conferred.
6. Employer must retain employee(s) for a minimum of six months. All eligible employee(s) must work a minimum of 35 hours per week. Demonstrated proof of employee retention and hours worked is required.
7. Following proof of the six month employment, an award may be made based on a first come basis in increments of \$1,000 per qualified new hire employee, hired up to a maximum of five awards (5 qualified new hire employees) per business during each program year.

Submission of an application and supporting documentation is not a guarantee for award. Awards will be made on a first come basis among those submissions meeting the aforementioned criteria and until Program funding for the fiscal year has been

depleted.

ALTERNATIVES

1. Approve Implementation of the Hire a MoVal Grad Program, to incentivize Moreno Valley businesses to hire Moreno Valley residents who have recently graduated with a degree and/or certification from an accredited Riverside County educational institution. Approve a General Fund allocation of \$50,000 per fiscal year (FY), for FYs 2017/18 and 2018/19, to be distributed to program criteria qualified employers in increments of \$1,000 per MoVal Grad hired, up to a maximum of 5 new hires per employer, and retained in accordance with the Hire MoVal Grad program guidelines and direct staff to publicize the program to incentivize Moreno Valley employers to hire residents. *Approval of this program will aid in the creation of 100 new jobs over a two year period aimed at employing residents of Moreno Valley who have graduated within the last two years from a program of study among the various colleges, vocational institutions and County education programs in Riverside County.* **Staff recommends approval of this alternative.**
2. Do not approve implementation of the Hire a MoVal Grad Program. *This alternative would not create an additional incentive to hire residents of Moreno Valley who have graduated within the last two years from a program of study among the various colleges, vocational institutions and County education programs in Riverside County.* **Staff does not recommend this alternative.**
3. Provide alternative direction as the City Council deems appropriate.

FISCAL IMPACT

If the Program is approved, a General Fund allocation of \$100,000 (\$50,000 in FY's 2017/18 and 2018/19) to support the program incentives by granting those Moreno Valley employers who register and comply with the Program requirements an award of \$1,000 per qualified new hire retained in compliance with the Program requirements. The maximum number of awards an employer may be awarded is no more than 5 awards at \$1,000 each per fiscal year.

NOTIFICATION

N/A.

PREPARATION OF STAFF REPORT

Prepared By:
Sharon Goodale-Sharp
Management Analyst

Department Head Approval:
Marshall Eyerman
Chief Financial Officer/City Treasurer

Concurred By:
Thomas M. DeSantis
Assistant City Manager

Concurred By:
Mike Lee
Economic Development Director

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 1.3: Promote local hiring through the expansion of local, quality, high paying jobs, and workforce development efforts.

ATTACHMENTS

- 1. Hire A Moval Grad App & Program Terms
- 2. Registration Form

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/21/17 8:35 AM
City Attorney Approval	<u>✓ Approved</u>	2/21/17 9:01 AM
City Manager Approval	<u>✓ Approved</u>	2/21/17 3:01 PM



HIRE MoVal HIRE A MoVal GRAD APPLICATION

Application is hereby made to the City of Moreno Valley Financial & Management Services Department for a one-time incentive payment in accordance with the HIRE a MOVAL GRAD PROGRAM ("Program") by the employer listed below. I understand that the City is the sole judge of eligibility in determining the approval and amount of any award incentive. Compliance with the Program requirements and submission of application is the sole responsibility of the employer and/or his/her agent.

I certify that I am legal owner of the below named business, or an authorized agent of the company/partnership/corporation, and named as payee.

BUSINESS NAME: _____ CONTACT NAME _____

BUSINESS ADDRESS: _____ MAILING ADDRESS: (If different from physical address): _____

CITY _____ STATE _____ ZIP _____ ADDRESS _____

PHONE: _____ CITY _____ STATE _____ ZIP _____

OWNER NAME _____ PAYEE NAME _____

FEDERAL TAX I.D. NO. _____ (different than Owner)

PARTICIPANT AGREEMENT (Please Read Carefully)

I hereby certify that I am the Sole Proprietor/Partner/Authorized Corporate Officer/Agent (hereafter "Employer") doing business in the City of Moreno Valley with business locations within the City limits. I further certify that I have filed for and/or possess a currently valid City of Moreno Valley business license, a copy of which is included with this application. (Copy of a recent receipt demonstrating filing for a City of Moreno Valley Business license may suffice as proof in lieu of a Business License certificate).

As the authorized Employer, I certify that I have read and understand the terms & conditions of the Hire a MoVal Grad Program to qualify for potential incentive award. To be considered, I understand that in addition to submission of this application for consideration, documentation as described in the Program's terms and conditions must accompany this application as proof of compliance with the Program's requirements for consideration of award. I further understand that submission of the application for the Hire a MoVal Grad incentive award is solely my responsibility and at my discretion and submission of the application and all related documentation does not necessarily guarantee an award. If awarded, I understand a monetary business award of \$1,000.00 per qualified new hire, hired in accordance with the Hire a MoVal Grad Program criteria will be awarded up to a total of no more than \$5,000.00 per submitting Employer. Attached are copies of the certified payrolls as proof of ongoing employment, copy of employee(s) certificate(s) and/or diploma(s) conferring a degree from among the recognized accredited County of Riverside educational institutions, along with a copy of my City of Moreno Valley Business License (or qualified receipt). I have read and agree to comply with the terms and conditions contained in this form. I agree to verification of any and all information contained herein by a City of Moreno Valley representative. Falsifying any of the information contained in this application or related documentation will lead to my disqualification from this incentive program as well as future incentive programs. I understand that details of this program are subject to change without prior notice. By my signature, I certify that I have read and understand the terms and conditions **of this application and the program requirements for participation in the Hire a MoVal Grad Program.**

EMPLOYER SIGNATURE: _____	DATE: _____
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SECTION B - TO BE COMPLETED BY EMPLOYER

I certify to the hiring and retention of the following individual(s) for a period of no less than six (6) months with starting dates of employment as listing below, and with regular employment of no less than 35 hours per week on average, as certified on the attached payrolls. I further certify that the named individual(s) is/are resident(s) of Moreno Valley having graduated and/or completed a program of study and/or certificate from an accredited educational institution in Riverside County in compliance with the applicable program requirements for the Hire a MoVal Grad Program. **Please print the following information**

Employee Name	Employee Address	Date of Hire	Degree & Institution (Name & Address)

Attachment: Hire A Moval Grad App & Program Terms (2488 : HIRE MOVAL - HIRE A MOVAL GRAD PROGRAM)

SECTION C - TO BE COMPLETED BY CITY OF MORENO VALLEY STAFF

AMOUNT OF INCENTIVE AWARDED \$ _____

Comments:

DRAFT

APPLICATION RECEIVED BY _____ DATE _____ INSPECTED BY _____ DATE _____

Attachment: Hire A Moval Grad App & Program Terms (2488 : HIRE MOVAL - HIRE A MOVAL GRAD PROGRAM)

Hire a MoVal Grad

Program Participation • Terms & Conditions

- › All eligible businesses (“Employers”) must be businesses located within the City limits of the City of Moreno Valley.
- › All eligible Employers must possess a valid Moreno Valley Business license. Business licenses must be kept current throughout the Program. Employers that fail to keep a current Moreno Valley Business license will be automatically disqualified. **Submission of a valid current copy of the City of Moreno Valley Business license or paid receipt for Business license will meet this requirement. Proof of a Business License must be submitted with the Hire a MoVal Grad Award Application.**
- › Participation in the Hire a MoVal Grad incentive is for Employers who newly hire Moreno Valley residents that have attained a degree, certificate or completed a course of study from any accredited Riverside County education institution within the past 2 years (24 months). For example, to apply for an award in FY 2017/18 a new hire degree/certificate or certified program of study must be completed by July 1, 2015. For FY 2018/19 the new hire degree/certificate or certificated program of study must be completed by July 1, 2016.
- › Employee’s degree, certificate or course of study must be obtained from a recognized/accredited educational institution and/or program of study in Riverside County. This includes, but is not limited to one or more of the following:
 1. Received a degree and/or completed a locally or state approved certificate program from among an accredited university or college in Riverside County.
 2. Completed a vocational educational training program from among any accredited Vocational/Technical Schools within Riverside County.
 3. Completed a comprehensive CTE Course Sequence (Introduction, Concentrator, and Capstone) of no less than three courses through the Riverside County Office of Education.
- › Demonstration by Employer that new hire employees have earned their degree(s) and/or completed their program certifications within the past two years. **Submission of a copy of the degree/certificate with date of award and/or a letter from the institution where a degree or certification was earned will meet this requirement. Evidence of this requirement must be submitted with the Hire a MoVal Grad Award Application submission.**
- › Employer registration of qualified employees. Employer must register all qualified employees being considered under the program. Registrations for the fiscal year 2017/18 Program start July 1, 2017 and run through May 1, 2018. Registrations for the fiscal year 2018/19 Program start July 1, 2018 and run through May 1, 2019. Registration forms are available on the City’s website at www.moval.org. Registration helps to determine number of potential awards a given fiscal year.
- › Employer must retain employee(s) for a minimum of six months. **All eligible employee(s) must work a minimum of 35 hours per week. Demonstrate proof of employee retention and hours worked is required. Employer must demonstrate length of employment and minimum hours work by way of certified payrolls/payroll records, which must be submitted with the Hire a MoVal Grad Award Application.**
- › **Submission of the Hire a MoVal Grad Award Application along with all supporting documentation, as stated in these Program Participation Terms & Conditions must be made by the submitting Employer. Submission of all qualified applications will be awarded on a first come, first serve basis of all qualified applications submitted, including verification of supporting documentation. Hire a MoVal Grad Award Applications will be accepted starting July 1st of each Program year the Program is in effect and accepted through June 30 (12 months from the starting date).**
 1. Submissions for the fiscal year 2017/18 award must be received no later than June 30, 2018.
 2. Submissions for the fiscal year 2018/19 award must be received no later than June 30, 2019.

Hire a MoVal Grad

Program Participation • Terms & Conditions (continued)

- › Hire a MoVal Grad Award Application submissions must be complete and include all requested supporting documentation. **Submissions that are incomplete or do not meet Program requirements will be disqualified.**
- › Hire a MoVal Grad Award Application submissions that qualify for award will be awarded on a first come basis until funding has been depleted for the FY in which the Program is active. Validation and determination of award based on application and supporting documentation is at the sole discretion of the City.
- › Awards are limited. Submission of a Hire a MoVal Grad Award Application and supporting documentation is not a guarantee of award. The Program may be terminated without prior notice.
- › Following demonstrated proof of a minimum six month employment term at the minimum 35 hour per week rate of a qualified new hires hired by Employer, an award may be made based in increments of \$1,000 per eligible employee for a maximum of five awards per business during each program year. This means an Employer may receive up to \$5,000.00 per Program year for eligible new hires employed.
- › If approved, incentive award will be paid to the employer of the business submitting for award. When submitting the Hire a MoVal Grad Award Application, **corporations must submit a resolution listing the name(s) of corporate officers eligible to sign on behalf of the corporation.**
- › The Program is a Fiscal Year Program and thus the term “annually” or “fiscal year” for this program means from July 1 to June 30 of the program year.
- › Incentive check time frame: If all program requirements are met, including validation of supporting documentation, an incentive check is generally mailed within 8 - 12 weeks. Incomplete applications will not be considered.
- › Keep copies: Employers are advised to keep a copy of their completed MoVal Grad Award Application and corresponding documentation for their records.
- › The City shall not be responsible for application submissions and/or any supporting documents not received. Qualified submissions received after funding is depleted in a Program year. It is the responsibility of the Employer to insure application submissions for awards, including all required supporting documentation is received by the City.
- › Submit all documents including applications, registrations, and supporting documentation as listed in these Program Participation Terms & Conditions to the following address:

City of Moreno Valley
Attn: Hire a MoVal Grad Program
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805

Applications may be mailed or hand delivered. If by mail or courier, it is recommended to that a guaranteed form of delivery be requested, such as certified return receipt mail to help insure/track mailer delivery. Submission of an application or any supporting documentation by mail or other delivery service does not constitute acceptance on the part of the City. Acceptance of a submission is deemed only when the submission is received and date stamped by an agent or employee for the City. Acceptance alone of a submission does not constitute award.

- › For questions, please contact the Financial & Management Services Department at 951.413.3021.

TAX LIABILITY—Rebates and incentives may be taxable. Employers are urged to consult their tax advisor concerning the taxability of incentive awards. The City of Moreno Valley, their officers, agents and employees are not responsible for any taxes that may be imposed on the employer as a result of receiving an incentive (monetary) award.

Hire a MoVal Grad Registration

In order for the City to approve a submission of an Application for business award in accordance with the terms of the Hire a MoVal Grad Program, qualified Employers must register applicable new hires with the City by May 1st of each Program year in anticipation of submitting an award. Submission of an application along with a final list of new hires retained in accordance with the terms of the program is required to determine number of potential award. *Registration of applicable new hires is not a guarantee of award.* Applications with supporting documentation must be submitted in accordance with the terms of the Award Application:

Employee Name (First & Last) <i>(Please Print)</i>	Employee Address <i>(Please Print)</i>	Date Hired M/D/Y	Qualifying Degree/Certificate/Program <i>(Please Print)</i>	Year Earned	Educational Institution Where Degree/Certificate was Earned (Name of Institution & Physical Address) <i>(Please Print)</i>	Institution Contact Phone/Email <i>(Please Print)</i>

DRAFT