



REVISED 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**

April 4, 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
April 4, 2017

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Business Spotlight
 - a) Cafe Gossip (District 4)
 - b) Margarita's Grill (District 3)
2. Recognition of Community Day of Service Volunteer Groups
 - a) Interact Clubs from Valley View High School, Vista del Lago High School, Canyon Springs High School
 - b) The Church of Jesus Christ of Latter-day Saints
 - c) Police Explorers
 - d) Rising Stars Business Academy
 - e) Fire Explorers Post 946, 958
 - f) Morning Rotary
 - g) Boy Scouts Troop 100
 - h) Spirit Lift
 - i) Parks & Recreation Commission
 - j) Soroptimist International of Moreno Valley
 - k) Moreno Valley College Human Services Club
 - l) Emergency Response Force
 - m) Emerging Leaders Council
 - n) ACES/RACES (Moreno Valley Office of Emergency Management)
 - o) California Republican National Hispanic Assembly
 - p) Moreno Valley High School Parents and Teachers Organization
 - q) 4 TEENS

**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
APRIL 4, 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

President Kendall Shumway, Church of Jesus Christ of Latter-Day Saints

ROLL CALL

INTRODUCTIONS

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

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

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

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

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

Recommendation: Waive reading of all Ordinances.

- A.2. MINUTES - CITY COUNCIL - REGULAR MEETING - MARCH 7, 2017

Recommendation: Approve as submitted.

- A.3. Payment Register – January 2017 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

- A.4. PA15-0002 (TRACT 35414) – APPROVE COOPERATIVE AGREEMENT AMONG THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND RIVERVIEW PARTNERS LP FOR THE WEST END MORENO MDP LINE V-3, STAGE 1, LOCATED ON THE SOUTH SIDE OF BOX SPRINGS ROAD, BETWEEN CLARK STREET AND WEST OF DAY STREET. DEVELOPER: RIVERVIEW PARTNERS LP (Report by: 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 Riverview Partners LP for the West End Moreno MDP Line V-3, Stage 1.
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.5. APPROVE PURCHASE ORDER TO ENCO UTILITY SERVICES FOR THE REPAIR OF EQUIPMENT (Report by: Financial & Management Services)

Recommendation:

1. Authorize the issuance of a Purchase Order for ENCO Utility Services in the amount of \$129,897.98 (\$118,089.07 plus 10% contingency) for the repair of 13 PME-10 switches.
2. Authorize the Chief Financial Officer to appropriate \$129,898 in fund 6010 for the repair.

- A.6. APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX INFORMATION (Report by: City Manager)

Recommendation:

1. Authorize the City Manager or her designee to sign a Franchise Tax Board Agreement that will continue to allow both entities to share tax information confidentially.

- A.7. PA15-0035 (PM 36986) - APPROVE PARCEL MAP FOR FINANCE AND CONVEYANCE PURPOSES LOCATED ON THE SOUTHWEST CORNER OF BRODIAEA AVENUE AND MORENO BEACH DRIVE. DEVELOPER: CONTINENTAL EAST FUND VII, LLC (Report by: Public Works)

Recommendations:

1. Approve PA15-0035 (PM 36986) final map for finance and conveyance purposes.
2. Authorize the City Clerk to sign the map and transmit final map to the County Recorder's Office for recordation.

- A.8. APPROVE APPROPRIATION OF FUNDS FOR PROJECT 805 0043 FOR MORENO VALLEY UTILITY (Report by: Financial & Management Services)

Recommendation:

1. Authorize the Chief Financial Officer to appropriate \$456,600 for the MVU portion of the Heacock Street Improvement Project, Bid Alternate 5.

- A.9. PA15-0028 (PM 36468) – APPROVE PARCEL MAP FOR FINANCE AND CONVEYANCE PURPOSES; AREA BOUNDED BY LASSELLE STREET, KRAMERIA STREET, AND CAHUILLA DRIVE. DEVELOPER: CONTINENTAL EAST FUND VII, LLC (Report by: Public Works)

Recommendations:

1. Approve PA15-0028 (Parcel Map 36468) final map for finance and conveyance purposes.
2. Authorize the City Clerk to sign the map and transmit final map to the County Recorder's Office for recordation.

- A.10. PA15-0047 (PM 37058) – THE QUARTER PROJECT - ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS LOCATED AT THE NORTHEAST CORNER OF DAY STREET AND EUCALYPTUS AVENUE. DEVELOPER: CORONA SOUTH MAIN DEVELOPMENT LP (Report by: Public Works)

Recommendations:

1. Accept the Agreement and Security for Public Improvements for Corona South Main Development LP.
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 based on his discretion and subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

- A.11. PA04-0108 (TR 32515) – REQUEST TO APPROVE A FULL ROAD CLOSURE OF PIGEON PASS ROAD FROM OLD LAKE DRIVE TO 1,200 FEET NORTH OF OLD LAKE DRIVE FOR THE CONSTRUCTION OF A CULVERT, STREET AND UTILITY IMPROVEMENTS ALONG PIGEON PASS ROAD FROM JUNE 9, 2017 - AUGUST 8, 2017. DEVELOPER - LENNAR HOMES OF CALIFORNIA, INC. (Report by: Public Works)

Recommendation:

1. Approve a full Road Closure of Pigeon Pass Road from Old Lake Drive to 1,200 feet north of Old Lake Drive for the construction of a culvert, street improvements, and utility relocations along Pigeon Pass Road from June 9, 2017 - August 8, 2017.

A.12. LIST OF PERSONNEL CHANGES (Report by: Administrative Services)

Recommendation:

1. Ratify the list of personnel changes as described.

A.13. AWARD OF CONTRACT TO REPLACE AIR CONDITIONING AT THE SENIOR COMMUNITY CENTER (Report by: Administrative Services)

Recommendations:

1. Award the Agreement for Professional Construction Services to the lowest responsible bidder, Air Temperature Specialists, for the Senior Center HVAC Replacement Project to provide Air Conditioning Equipment and Installation Services.
2. Authorize the City Manager to execute the Agreement for Professional Construction Services with Air Temperature Specialists in the amount of \$222,500.00 to provide Air Conditioning Equipment and Installation Services.
3. Authorize the issuance of a Purchase Order to Air Temperature Specialists in the amount of \$244,750.00 (\$222,500 plus a 10% contingency of \$22,250) to provide Air Conditioning Equipment and Installation Services.
4. Authorize the City Manager to execute any subsequent related change orders to the contract with Air temperature Specialists up to, the 10% contingency amount of \$22,250.00, subject to the approval of the City Attorney and provided sufficient funding appropriations and program approvals have been granted by the City Council.

A.14. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2016/2017 AS OF JULY 1, 2016 AND REIMBURSABLE ACTIVITIES REPORT FOR JULY 1, 2016 - FEBRUARY 28, 2017 (Report by: 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 February 28, 2017.

A.15. Extension of the Urgency Ordinance Banning Commercial Cannabis activity in the City (Report by: City Attorney)

Recommendations: That the City Council:

1. Adopt Resolution 2017-19: A Resolution Of The City Council Of The City Of Moreno Valley, California, Extending The Sunset Date Of Ordinance 916 And The Ban On Commercial Cannabis Activity In The City Till October 30, 2017

A.16. SECOND READING AND ADOPTION OF ORDINANCE NO. 922 APPROVING ZONE CHANGE FOR LEGACY PARK PROJECT FOR A 53 ACRE SINGLE FAMILY DWELLING PROJECT AT THE SOUTHEAST CORNER OF INDIAN STREET AND GENTIAN AVENUE (Report by: Community Development)

Recommendations: That the City Council:

1. Conduct second reading by title only and Adopt Ordinance No. 922. An Ordinance of the City Council of the City of Moreno Valley, California, approving a Zone Change (PEN16-0093) from R30 to R5 for approximately 15 acres located within Assessor's Parcel Number 485-220-040 located south of Gentian Avenue and on the west side of the California Aqueduct.

A.17 MAYORAL APPOINTMENTS FOR THE PLANNING COMMISSION (Report of: Mayor Gutierrez)

Recommendation:

1. Receive and confirm the slate of Mayoral appointments as follows:

| <u>Name</u> | <u>Position</u> | <u>Term</u> |
|-------------------|-----------------|--------------------------|
| Ray Baker | Commissioner | 04/05/2017 to 03/31/2021 |
| Brian Lowell | Commissioner | 04/05/2017 to 03/31/2021 |
| Rafael Brugueras | Commissioner | 04/05/2017 to 03/31/2021 |
| Glen Jacobs | Commissioner | 04/05/2017 to 03/31/2021 |
| David Lara-Tellez | Alternate #1 | 04/05/2017 to 03/31/2019 |
| Erlan Gonzalez | Alternate #2 | 04/05/2017 to 03/31/2019 |

Other appointments may be made from the pool of applicants at the meeting in any composition.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1. MINUTES - REGULAR MEETING - MARCH 7, 2017 (See A.2)

Recommendation: Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1. MINUTES - REGULAR MEETING - MARCH 7, 2017 (See A.2)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1. MINUTES - REGULAR MEETING OF - MARCH 7, 2017 (See A.2)

Recommendation: Approve as submitted.

E. PUBLIC HEARINGS – NONE

E.1. IRONWOOD VILLAGE PROJECT PROPOSES A GENERAL PLAN AMENDMENT, A CHANGE OF ZONE, TENTATIVE TRACT MAP 37001, AND PLOT PLAN FOR DESIGN GUIDELINES FOR A 78.4 ACRE SINGLE FAMILY DEVELOPMENT PROJECT AT THE NORTHEAST CORNER OF IRONWOOD AVENUE AND NASON STREET, AND THE PROPOSED RELATED MITIGATED NEGATIVE DECLARATION ENVIRONMENTAL DOCUMENT (Report by: Community Development)

THIS ITEM HAS BEEN REMOVED FROM THE AGENDA AND WILL NOT BE CONSIDERED BY THE COUNCIL AT THIS MEETING. THE ITEM WILL BE NOTICED, PUBLISHED AND AGENDIZED FOR A FUTURE COUNCIL MEETING PENDING DETERMINATION OF PROCEDURAL ISSUES.

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

G. GENERAL BUSINESS – NONE

H. REPORTS

H.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)

H.2. CITY MANAGER'S REPORT
(Informational Oral Presentation - not for Council action)

H.3. CITY ATTORNEY'S REPORT
(Informational Oral Presentation - not for Council action)

CLOSING COMMENTS 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, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, certify that 72 hours prior to this Regular Meeting, the City Council Agenda was posted on the City's website at: www.moval.org and in the following three public places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Pat Jacquez-Nares, CMC & CERA
City Clerk

Date Posted: March 31, 2017

MINUTES
CITY COUNCIL REGULAR MEETING 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

Mayor Gutierrez arrived at 5:42 p.m.

2. Firefighter of the Year - Fire Captain Robert Patterson
3. Business Spotlight a) Shrimp Factory (District 2) b) Be Happy Cafe (District 1)
 - a) Shrimp Factory (District 2)
 - b) Be Happy Nutrition Club & Cafe (District 1)

**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
March 7, 2017**

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 6:13 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 Troy Shedeed, Generations Church

ROLL CALL

| | | |
|----------|--------------------------|----------------|
| Council: | Dr. Yxstian A. Gutierrez | Mayor |
| | Jeffrey J. Giba | Council Member |
| | David Marquez | Council Member |
| | Victoria Baca | Mayor Pro Tem |

INTRODUCTIONS

| | | |
|--------|--------------------|-------------------------------------|
| Staff: | Michelle Dawson | City Manager |
| | Martin Koczanowicz | City Attorney |
| | Pat Jacquez-Nares | City Clerk |
| | Marshall Eyerman | Chief Financial Officer |
| | Thomas M. DeSantis | Assistant City Manager |
| | Ahmad Ansari | Public Works Director/City Engineer |
| | Joel Ontiveros | Police Chief |
| | Abdul Ahmad | Fire Chief |
| | Terrie Stevens | Administrative Services Director |

Minutes Acceptance: Minutes of Mar 7, 2017 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Gabriel Garcia
 Mike Lee
 Allen Brock
 Kathy Gross
 Angel Migao

Parks & Community Services Director
 Economic Development Director
 Community Development Director
 Executive Assistant
 Executive Assistant to Mayor & Council

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

Jorge Quintero

1. Effects of Political Actions from President Trump
2. Council and School District joint effort to provide psychologists to students
3. Chief Ontiveros honor the Sanctuary City

Roy Bleckert

1. MVUSD to attract businesses
2. Fire Department resource

Maleek Howard

1. Youth Direction Program
2. Ok to Dream Concert invitation via email

Rafael Brugueras

1. Development
2. Schools

Jose Chavez

1. No future for Moreno Valley
2. School Board meetings

Louise Palomarez

1. Immigrant round ups
2. President Trump
3. Community first

Robert Perez

1. Library Commissioner
2. Edgemont neighborhood

JOINT CONSENT CALENDARS (SECTIONS A-D)

Motion to Approve Joint Consent Calendar Items A.1 through D.2 with the exception A.12 which was removed from the agenda and A.15 which was pulled for separate discussion by Council Member Giba.

| | |
|------------------|---|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Victoria Baca, Mayor Pro Tem |
| SECONDER: | David Marquez, Council Member |
| AYES: | Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, David Marquez, Victoria Baca |

A. CONSENT CALENDAR-CITY COUNCIL

Mayor Gutierrez opened the Consent Agenda items for public comments, which were received from Kathleen Dale (Item A.13), Rafael Brugueras (Items A.6 and A.7), and Louise Palomarez (Item A.5).

- 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 - Nov 15, 2016 6:00 PM

Recommendation: Approve as submitted.

- A.3. 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.

ITEM WAS REMOVED FROM THE AGENDA AND NOT CONSIDERED

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. This item was removed for separate discussion and moved to item F.

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

Agenda Item E.1 was heard after Agenda Item F.1.

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)

Mayor Gutierrez opened the public testimony portion of the public hearing; there being none, public testimony was closed.

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.

| | |
|------------------|--|
| RESULT: | APPROVED [3 TO 0] |
| MOVER: | Victoria Baca, Mayor Pro Tem |
| SECONDER: | David Marquez, Council Member |
| AYES: | Dr. Yxstian A. Gutierrez, David Marquez, Victoria Baca |
| AWAY: | Jeffrey J. Giba |

3. Set the second reading and adoption of the Ordinance for the next regularly scheduled Council Meeting on March 21, 2017.

| | |
|------------------|--|
| RESULT: | APPROVED [3 TO 0] |
| MOVER: | Victoria Baca, Mayor Pro Tem |
| SECONDER: | David Marquez, Council Member |
| AYES: | Dr. Yxstian A. Gutierrez, David Marquez, Victoria Baca |
| AWAY: | Jeffrey J. Giba |

Minutes Acceptance: Minutes of Mar 7, 2017 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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

Agenda Item F.1 was taken out of order and Item A.15 was heard before Agenda Item E.1.

F.1. ORDINANCE AMENDING THE MUNICIPAL CODE TO REFLECT APPOINTMENT AUTHORITY OF DIRECTLY ELECTED MAYOR (Report of: City Attorney)

Mayor Gutierrez opened the agenda item for public comments, which were received from Kathleen Dale and David Zeitz.

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.

| | |
|------------------|---|
| RESULT: | FAILED [2 TO 2] |
| MOVER: | Victoria Baca, Mayor Pro Tem |
| SECONDER: | Dr. Yxstian A. Gutierrez, Mayor |
| AYES: | Dr. Yxstian A. Gutierrez, Victoria Baca |
| NAYS: | Jeffrey J. Giba, David Marquez |

Council Member Giba left the dais and meeting at 7:14 p.m.

Mayor Gutierrez recessed the meeting at 7:18 p.m.

Mayor Gutierrez reconvened the meeting at 7:26 p.m.

Motion to bring back and reconsider the item for additional discussion.

| | |
|------------------|--|
| RESULT: | APPROVED [3 TO 0] |
| MOVER: | David Marquez, Council Member |
| SECONDER: | Dr. Yxstian A. Gutierrez, Mayor |
| AYES: | Dr. Yxstian A. Gutierrez, David Marquez, Victoria Baca |
| AWAY: | Jeffrey J. Giba |

Motion to change the word "may" to the word "shall" on page 2 of the Ordinance 920 and 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.

| | |
|------------------|---------------------------------|
| RESULT: | APPROVED [3 TO 0] |
| MOVER: | Dr. Yxstian A. Gutierrez, Mayor |
| SECONDER: | David Marquez, Council Member |

Minutes Acceptance: Minutes of Mar 7, 2017 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

| | |
|--------------|--|
| AYES: | Dr. Yxstian A. Gutierrez, David Marquez, Victoria Baca |
| AWAY: | Jeffrey J. Giba |

G. REPORTS

G.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC) - No Report

Riverside County Habitat Conservation Agency (RCHCA) - No Report

Riverside County Transportation Commission (RCTC)

Mayor Pro Tem Baca provided a brief report on the RCTC as follows:

State Route 91 is approaching 50 years old, and the freeway sees nearly 280,000 vehicles daily, far exceeding its capacity as developed in the early 1960's. That number is expected to grow by another 140,000 vehicles by 2035. To address current and future demand, SR-91 through the Corona area is currently being improved. I'm pleased to share some great news with Moreno Valley residents who drive on the 91: The \$1.4 billion project to extend express lanes between Interstate 15 and the Orange County / Riverside County line is scheduled for completion by the end of March. RCTC will be hosting a ribbon cutting ceremony to celebrate this outstanding achievement.

Riverside Transit Agency (RTA)

Council Member Marquez provided a brief report on the RTA as follows:

The Riverside Transit Agency is celebrating 40 years of service. On their first day of service on March 16, 1977 they began with 26 used vehicles with just six routes. At that time, RTA's service area was a mere 300 square miles. The basic fare was only a quarter and seniors could ride for a dime. Their first week of service, there were 12,000 boardings. Today, RTA experiences nearly 9 million boardings a year along 36 local fixed routes. RTA's service area has grown to 2,500 square miles and it remains one of the largest in the nation. Interesting to note that in 40 years, the buses have handled 220 million trips. RTA continues to be a world class transportation provider for the region.

Also, good news for our transit riders, RTA has expanded its free Wi-Fi service to all of its fixed route fleet. Whether you want to check your social media or get some work done, RTA has delivered one more reason to take the bus.

Western Riverside Council of Governments (WRCOG)

Mayor Gutierrez provided a brief update of items covered at the WRCOG Executive Committee meeting on March 6, 2017.

BEYOND Framework Fund Program Activities Update

The Round II Program provides sustainable local assistance funding intended to assist member agencies in developing and implement projects that address economy, water, education, environment, health, and transportation. WRCOG is currently offering funding for three segments of BEYOND Framework Fund Program Round II. The BEYOND Core Round II allocation for Moreno Valley is \$161.049.24. All conceptual proposals for BEYOND Core projects are due March 10th, with applications for all other WRCOG Round II grant opportunities due April 7th.

Public Service Fellowship Program

WRCOG has developed a Public Service Fellowship Program to provide local university graduates with career opportunities in local governments and agencies. WRCOG is proceeding with a second round of the Program, where fellows can work up to 30 hours per week at their host agency for a total of up to 960 hours per fiscal year. WRCOG staff is currently working with two universities, University of California Riverside and Cal Baptist University on the second phase of the Program for 2017.

Transportation Uniform Mitigation Fee Program Activities Update

The TUMF Nexus Study establishes a nexus or reasonable relationship between the development impact fee's use and the type of project for which the fee is required. Regular review and update of the Program and Nexus Study is required to ensure validity of the Program. The update of the TUMF Nexus Study has resulted in a proposed draft fee schedule that includes various fee increases for single-family residential, multiple-family residential, industrial, retail and service land uses through July 1, 2020. The Draft Nexus Study has been released for a 45-day review period, with comments due to WRCOG by April 14, 2017.

Western Riverside County Regional Conservation Authority (RCA)

Council Member Giba provided a brief update of the items covered at the RCA Board meeting on March 6, 2017.

Western Riverside County MSHCP Local Development Mitigation Fee Automatic Annual CPI Adjustment

The RCA Board has considered the annual review and increase of the Western

Riverside County Multi-Species Habitat Conservation Plan mitigation fee rate. For 2017, the Consumer Price Index (CPI) fee adjustment increase has been approved by RCA at 1.97%. As a comparison, the 2016 increase or CPI adjustment was 2.03%. If approved, the proposed fee increase will take effect on July 1, 2017.

Nexus Study Update and Development of a Fee Implementation Handbook

Multiple Species Habitat Conservation Plan (MSHCP) fees are based on the original Nexus Study completed in July 2003. The proposed 2017 Updated Fee Nexus Study required by the California Government Code, will be recommending revision to the mitigation fee to reflect current market conditions, values of land needed for conservation, management and monitoring requirements, and funding of an endowment required by the MSHCP. Reasons provided for a Nexus Study Update include options for calculating public project and infrastructure contributions, allowing corresponding ordinances to be updated so that fees can be used for reserve management, and development of a clear MSHCP Fee Implementation Handbook to be used for all member agencies.

School District/City Joint Task Force - No Report

Southern California Association of Governments (SCAG) - No Report

G.2. HIRE MOVAL - HIRE A MOVAL GRAD PROGRAM (Report of: Financial & Management Services)

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

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.

| | |
|------------------|--|
| RESULT: | APPROVED [3 TO 0] |
| MOVER: | David Marquez, Council Member |
| SECONDER: | Victoria Baca, Mayor Pro Tem |
| AYES: | Dr. Yxstian A. Gutierrez, David Marquez, Victoria Baca |
| AWAY: | Jeffrey J. Giba |

G.3. CITY MANAGER'S REPORT

City Manager reported that on the March 21, 2017 Council meeting there will be an update on Momentum Moval initiatives which include the Hire Moval Grant Program.

G.4. CITY ATTORNEY'S REPORT - NONE

H. LEGISLATIVE ACTIONS - NONE

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.

Council Member Marquez

1. Wants the City to move forward.
2. Makes decisions on his own; he does the research and asks questions.
3. Planning Commission interviews: he would like to meet with the Planning Commission applicants.

MPT Baca

1. Attending the Citizens Academy at the Ben Clark Training Center. They over emphasize, cannot lie or you die, whole group will be touring the Robert Presley Detention Center.
2. City Council changed their dates from 2nd and 4th Tuesdays of every month to the 1st and 3rd Tuesdays of every month. MVUSD meets the 1st and 3rd Tuesdays of the month.

Mayor Gutierrez

1. MVUSD and City Council meeting have conflicts with three meetings.
2. Attended the March Field Community Center.
3. Recognition to those who came out on Saturday, for the Community Clean up Day at a future meeting.

4. Still conducting Board and Commission interviews.
5. Exciting news for the Hire Moval Program.

ADJOURNMENT

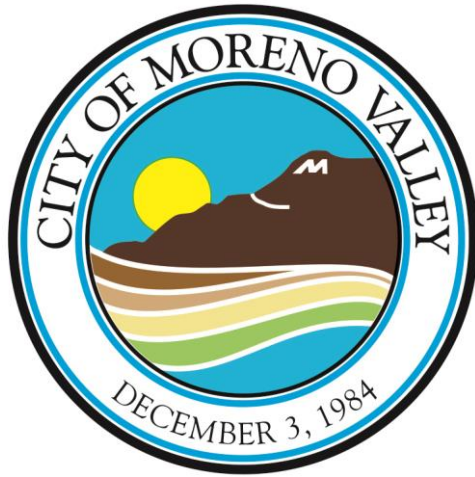
There being no further business, the Regular Meeting was adjourned at 7:55 p.m.

Submitted by:

Pat Jacquez-Nares, CMC & CERA
 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



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Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: April 4, 2017

TITLE: PAYMENT REGISTER – JANUARY 2017

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. January 2017 Payment Register

APPROVALS

| | | |
|-------------------------|-------------------|-----------------|
| Budget Officer Approval | <u>✓ Approved</u> | 3/16/17 1:34 PM |
| City Attorney Approval | <u>✓ Approved</u> | 3/16/17 1:39 PM |
| City Manager Approval | <u>✓ Approved</u> | 3/22/17 5:47 PM |



City of Moreno Valley
Payment Register
For Period 1/1/2017 through 1/31/2017

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> |
|-------------------------------|-------------------------|---------------------|-------------------|---|------------------------------|
| ACCELA, INC. | 19182 | 01/23/2017 | INV-ACC26820 | AGENDA MANAGEMENT & CIVIC STREAMING SEMI-ANNUAL BILL 16/17 SUBSCRIPTION | \$27,510.00 |
| Remit to: CHICAGO, IL | | | | | <u>FYTD:</u> \$31,135.93 |
| ALTEC INDUSTRIES, INC | 19085 | 01/09/2017 | 8168743 | ONE UNIT FORD F-750 TREE MAINTENANCE BUCKET TRUCK-SN 0916FF5477 | \$142,457.00 |
| Remit to: BIRMINGHAM, AL | | | | | <u>FYTD:</u> \$142,457.00 |
| COUNTY OF RIVERSIDE FIRE DEPT | 19058 | 01/03/2017 | 232495 | FIRE SERVICES CONTRACT-1ST QTR (FPARC-MV,232495,16/17, Q1) | \$3,757,964.10 |
| Remit to: PERRIS, CA | | | | | <u>FYTD:</u> \$7,354,116.72 |
| COUNTY OF RIVERSIDE SHERIFF | 19232 | 01/30/2017 | SH0000029526 | CONTRACT LAW ENFORCEMENT BILLING #4 (9/15-10/12/16) | \$2,629,480.31 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$20,897,432.40 |
| CSIP WR MORENO VALLEY, LLC | 230405 | 01/09/2017 | PA11-0007 | RELEASE GRADING & EROSION CONTROL SECURITY DEPOSIT-PM35879 | \$326,888.80 |
| Remit to: NEWPORT BEACH, CA | | | | | <u>FYTD:</u> \$326,888.80 |
| DEPARTMENT OF WATER RESOURCES | 230490 | 01/23/2017 | FEES RE: EP 1680 | PLAN REVIEW & INSPECTION FEES-EP #1680-KITCHING SUBSTATION PROJECT | \$27,476.00 |
| Remit to: SACRAMENTO, CA | | | | | <u>FYTD:</u> \$28,976.00 |

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



City of Moreno Valley
Payment Register
For Period 1/1/2017 through 1/31/2017

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

| <u>Vendor Name</u> | <u>Check/EFT Number</u> | <u>Payment Date</u> | <u>Inv Number</u> | <u>Invoice Description</u> | <u>Payment Amount</u> |
|---|-------------------------|---------------------|-------------------|------------------------------------|-----------------------|
| ENCO UTILITY SERVICES MORENO VALLEY LLC | 19060 | 01/03/2017 | 40-351-02 | WORK AUTHORIZATION 40-351 | \$457,162.53 |
| | | 01/03/2017 | 40-322B-02 | WORK AUTHORIZATION 40-322B | |
| | | 01/03/2017 | 40-323A-10 | WORK AUTHORIZATION 40-323A | |
| | | 01/03/2017 | 40-323B-01 | WORK AUTHORIZATION 40-323B | |
| | | 01/03/2017 | 40-331A-05 | WORK AUTHORIZATION 40-331A | |
| | | 01/03/2017 | 40-355-02 | WORK AUTHORIZATION 40-355 | |
| | | 01/03/2017 | 40-341A-05 | WORK AUTHORIZATION 40-341A | |
| | | 01/03/2017 | 40-343A-04 | WORK AUTHORIZATION 40-343A | |
| | | 01/03/2017 | 40-347A-04 | WORK AUTHORIZATION 40-347A | |
| | | 01/03/2017 | 0405-1-215 | DISTRIBUTION CHARGES 9/16-10/18/16 | |
| | | 01/03/2017 | 40-349A-03 | WORK AUTHORIZATION 40-349A | |
| | | 01/03/2017 | 40-328-10 | WORK AUTHORIZATION 40-328 | |
| | | 01/03/2017 | 40-352A-02 | WORK AUTHORIZATION 40-352A | |
| | | 01/03/2017 | 40-354A-01 | WORK AUTHORIZATION 40-354A | |
| | | 01/03/2017 | 40-338B-02 | WORK AUTHORIZATION 40-338B | |
| | | 01/03/2017 | 40-348-04 | WORK AUTHORIZATION 40-348 | |
| | | 01/03/2017 | 40-335A-06 | WORK AUTHORIZATION 40-335A | |
| | | 01/03/2017 | 40-342A-04 | WORK AUTHORIZATION 40-342A | |

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



City of Moreno Valley
Payment Register
For Period 1/1/2017 through 1/31/2017

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

| <u>Vendor Name</u> | <u>Check/EFT Number</u> | <u>Payment Date</u> | <u>Inv Number</u> | <u>Invoice Description</u> | <u>Payment Amount</u> |
|---|-------------------------|---------------------|-------------------|-------------------------------------|-----------------------|
| ENCO UTILITY SERVICES MORENO VALLEY LLC | 19152 | 01/17/2017 | 0405-MTS1-SP133 | ELECTRIC METER FEES | \$379,069.15 |
| | | 01/17/2017 | 0402-MF-01954A | SOLAR METER INSTALLATION | |
| | | 01/17/2017 | 0406-TEMP MF-120 | ELECTRIC METER FEES | |
| | | 01/17/2017 | 0402-MF-01955A | SOLAR METER INSTALLATION | |
| | | 01/17/2017 | 40-325A-06 | WORK AUTHORIZATION 40-325A | |
| | | 01/17/2017 | 40-322B-03 | WORK AUTHORIZATION 40-322B | |
| | | 01/17/2017 | 40-328-11 | WORK AUTHORIZATION 40-328 | |
| | | 01/17/2017 | 40-341A-06 | WORK AUTHORIZATION 40-341A | |
| | | 01/17/2017 | 40-342A-05 | WORK AUTHORIZATION 40-342A | |
| | | 01/17/2017 | 40-359A-01 | WORK AUTHORIZATION 40-359A | |
| | | 01/17/2017 | 40-347A-05 | WORK AUTHORIZATION 40-347A | |
| | | 01/17/2017 | 40-348-05 | WORK AUTHORIZATION 40-348 | |
| | | 01/17/2017 | 40-335A-07 | WORK AUTHORIZATION 40-335A | |
| | | 01/17/2017 | 40-349A-04 | WORK AUTHORIZATION 40-349A | |
| | | 01/17/2017 | 0405-1-216 | DISTRIBUTION CHARGES 10/18-11/18/16 | |
| | | 01/17/2017 | 40-350A-01 | WORK AUTHORIZATION 40-350A | |
| | | 01/17/2017 | 40-352A-03 | WORK AUTHORIZATION 40-352A | |
| | | 01/17/2017 | 40-354A-02 | WORK AUTHORIZATION 40-354A | |
| | | 01/17/2017 | 40-343A-05 | WORK AUTHORIZATION 40-343A | |

Remit to: ANAHEIM, CA FYTD: \$3,529,735.83

ENERGY AMERICA, LLC 19097 01/09/2017 100009 ENERGY PURCHASE/RESOURCE ADEQUACY 12/1/16-1/1/17 \$39,600.00

Remit to: HOUSTON, TX FYTD: \$365,640.00

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



**City of Moreno Valley
Payment Register
For Period 1/1/2017 through 1/31/2017**

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> |
|--------------------------------|-------------------------|---------------------|-------------------|--|-----------------------------|
| EXELON GENERATION COMPANY, LLC | 19155 | 01/17/2017 | MVEU-00040A | POWER PURCHASE 12/1-12/31/16 | \$733,205.12 |
| Remit to: BALTIMORE, MD | | | | | <u>FYTD:</u> \$5,760,450.33 |
| HARDY & HARPER, INC. | 19099 | 01/09/2017 | 43439 | EDGEMONT NEIGHBORHOOD PAVEMENT REHABILITATION SERVICES | \$274,726.80 |
| Remit to: SANTA ANA, CA | | | | | <u>FYTD:</u> \$274,726.80 |
| HDR ENGINEERING, INC | 19065 | 01/03/2017 | 1200027674 | DESIGN SERVICES-KITCHING ST SUBSTATION/SWITCHYARD 10/30-11/26/16 | \$47,870.65 |
| | 19197 | 01/23/2017 | 1200030705 | DESIGN SERVICES-KITCHING SUBSTATION/SWITCHYARD 11/27-12/31/16 | \$53,994.22 |
| Remit to: CHICAGO, IL | | | | | <u>FYTD:</u> \$599,908.74 |
| HOT LINE CONSTRUCTION, INC | 19066 | 01/03/2017 | 77858 | KITCHING SUBSTATION CIRCUIT #1-PAY APPLICATION #1 | \$424,292.80 |
| | 19243 | 01/30/2017 | 78546 | KITCHING SUBSTATION CIRCUIT #1-PAY APPLICATION #2 | \$69,507.51 |
| Remit to: BRENTWOOD, CA | | | | | <u>FYTD:</u> \$493,800.31 |
| INLAND LAND GROUP, LLC | 230552 | 01/30/2017 | PA05-0034 | RELEASE FINAL 10% WARRANTY SECURITY CASH DEPOSIT-PM 33361 | \$37,900.00 |
| Remit to: IRVINE, CA | | | | | <u>FYTD:</u> \$37,900.00 |
| KOA CORPORATION | 230476 | 01/23/2017 | JB54061x3 | ALESSANDRO BLVD./CHAGALL TO GRAHAM-CONSULTANT SERVICES | \$43,869.00 |
| | | 01/23/2017 | JB54061x2 | ALESSANDRO BLVD./CHAGALL TO GRAHAM-CONSULTANT SERVICES | |
| Remit to: MONTEREY PARK, CA | | | | | <u>FYTD:</u> \$105,047.64 |

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



City of Moreno Valley
Payment Register
For Period 1/1/2017 through 1/31/2017

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> |
|---|-------------------------|---------------------|-------------------|---|---------------------------|
| LAKE ELSINORE & SAN JACINTO WATERSHEDS | 230477 | 01/23/2017 | 8735 | TMDL (TOTAL MAXIMUM DAILY LOAD) TASK FORCE STAKEHOLDER CONTRIBUTIONS-FY 2016/17 | \$96,414.00 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$96,414.00 |
| LEAGUE OF CALIFORNIA CITIES- RIV CNTY DIV | 230439 | 01/17/2017 | 169056 | MEMBERSHIP DUES FOR CALENDAR YEAR 2017 | \$34,562.00 |
| Remit to: SACRAMENTO, CA | | | | | <u>FYTD:</u> \$34,562.00 |
| LIBRARY SYSTEMS & SERVICES, LLC | 19162 | 01/17/2017 | SI-001521 | LIBRARY CONTRACTUAL SERVICES & MATERIALS-JAN17 | \$124,648.91 |
| | | 01/17/2017 | SI-001523 | LIBRARY I.T. SERVICES-JAN17 | |
| Remit to: ROCKVILLE, MD | | | | | <u>FYTD:</u> \$883,402.05 |

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



City of Moreno Valley
Payment Register
For Period 1/1/2017 through 1/31/2017

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|--|-------------------------|---------------------|---|--|---------------------------|
| MARIPOSA HORTICULTURAL ENTERPRISES, INC. | 19164 | 01/17/2017 | 75513 | LANDSCAPE MAINT.-ZONE D-DEC 2016 | \$28,320.13 |
| | | 01/17/2017 | 75514 | LANDSCAPE MAINT.-SD LMD ZN 02-DEC 2016 | |
| | | 01/17/2017 | 74539 | LANDSCAPE EXTRA WORK-SEP16-SD LMD ZN 02/IRRIG. REPAIRS-AREA 2 | |
| | | 01/17/2017 | 74538 | LANDSCAPE EXTRA WORK-SEP16-SD LMD ZN 02/IRRIG. REPAIRS-AREA 2 | |
| | | 01/17/2017 | 74537 | LANDSCAPE EXTRA WORK-SEP16-SD LMD ZN 02/IRRIG. REPAIRS-AREA 2 | |
| | | 01/17/2017 | 74536 | LANDSCAPE EXTRA WORK-SEP16-SD LMD ZN 02/IRRIG. REPAIRS-AREA 1 | |
| | | 01/17/2017 | 74535 | LANDSCAPE EXTRA WORK-SEP16-SD LMD ZN 02/IRRIG. REPAIRS-AREA 2 | |
| | | 01/17/2017 | 74514 | LANDSCAPE EXTRA WORK-SEP16-ZONE D/IRRIGATION REPAIR AREA 6 | |
| | | 01/17/2017 | 74513-R | LANDSCAPE EXTRA WORK-SEP16-ZONE D/IRRIGATION REPAIR AREA 69 | |
| | | 01/17/2017 | 74512 | LANDSCAPE EXTRA WORK-SEP16-ZONE D/IRRIGATION REPAIR AREA 50 | |
| | 01/17/2017 | 74511 | LANDSCAPE EXTRA WORK-SEP16-ZONE D/IRRIGATION REPAIR AREA 54 | | |
| | 01/17/2017 | 74509-R | LANDSCAPE EXTRA WORK-SEP16-ZONE D/IRRIGATION REPAIR AREA 58 | | |
| Remit to: IRWINDALE, CA | | | | | <u>FYTD:</u> \$357,823.33 |
| MICON CONSTRUCTION, INC. | 19136 | 01/09/2017 | 7826-01 | PROGRESS PAYMENT-SHADOW MOUNTAIN PARK PLAYGROUND PROJECT- 33% COMPLETION | \$157,694.11 |
| Remit to: PLACENTIA, CA | | | | | <u>FYTD:</u> \$157,694.11 |

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



City of Moreno Valley
Payment Register
For Period 1/1/2017 through 1/31/2017

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> |
|--|-------------------------|---------------------|-------------------|---|-----------------------------|
| MORENO VALLEY UTILITY | 230383 | 01/09/2017 | JAN-17 1/9/17 | ELECTRICITY CHARGES | \$61,146.84 |
| Remit to: HEMET, CA | | | | | <u>FYTD:</u> \$576,301.69 |
| NATIONWIDE COST RECOVERY SERVICES, LLC | 19167 | 01/17/2017 | MV M14-A | CONSULTANT SERVICES-FORECLOSURE REGISTRATION PROGRAM | \$27,840.00 |
| | | 01/17/2017 | MV M15-A | CONSULTANT SERVICES-FORECLOSURE REGISTRATION PROGRAM | |
| Remit to: DIAMOND BAR, CA | | | | | <u>FYTD:</u> \$155,840.00 |
| PENCO ENGINEERING CO. | 230535 | 01/30/2017 | 20789 | FARRAGUT AVE. TO SHERMAN AVE.-DESIGN SERVICES | \$30,647.40 |
| Remit to: IRVINE, CA | | | | | <u>FYTD:</u> \$76,000.00 |
| PERS HEALTH INSURANCE | 19137 | 01/06/2017 | W170101 | EMPLOYEE HEALTH INSURANCE | \$192,965.92 |
| Remit to: SACRAMENTO, CA | | | | | <u>FYTD:</u> \$1,358,106.42 |
| RE ASTORIA 2 LLC | 19076 | 01/03/2017 | 00001 | RENEWABLE ENERGY-MV UTILITY-8/26-9/30/16 | \$27,218.23 |
| | | 01/03/2017 | 00002 | RENEWABLE ENERGY-MV UTILITY-OCT16 | |
| | | 01/03/2017 | 00003 | RENEWABLE ENERGY-MV UTILITY-NOV16 | |
| Remit to: SAN FRANCISCO, CA | | | | | <u>FYTD:</u> \$38,109.30 |
| ROTOLO CHEVROLET, INC. | 230538 | 01/30/2017 | 172154FT | 2017 SILVERADO DIESEL DOUBLE CAB PICKUP (1)-V# 1G2CVEYXHZ204050 | \$45,782.03 |
| Remit to: FONTANA, CA | | | | | <u>FYTD:</u> \$45,782.03 |

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



**City of Moreno Valley
Payment Register
For Period 1/1/2017 through 1/31/2017**

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 | 230389 | 01/09/2017 | 7500725956 | WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-NOV16 | \$53,048.60 |
| | | 01/09/2017 | 7500725942 | WDAT CHARGES-MVU/IRIS AVE.-NOV16 | |
| | | 01/09/2017 | 7500725949 | WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-NOV16 | |
| | | 01/09/2017 | 7500725947 | WDAT CHARGES-MVU/FREDERICK AVE.-NOV16 | |
| | | 01/09/2017 | 7500725946 | WDAT CHARGES-MVU/NANDINA AVE.-NOV16 | |
| | | 01/09/2017 | 7500725945 | WDAT CHARGES-MVU/GLOBE ST.-NOV16 | |
| | | 01/09/2017 | 7500725944 | WDAT CHARGES-MVU/GRAHAM ST.-NOV16 | |
| | 230445 | 01/17/2017 | DEC-16 1/17/17 | ELECTRICITY CHARGES | \$91,835.69 |
| | 230484 | 01/23/2017 | DEC-16 1/23/17 | ELECTRICITY CHARGES | \$50,083.77 |
| | | 01/23/2017 | 721-3449/DEC-16 | IFA CHARGES-SUBSTATION | |
| 01/23/2017 | | 707-6081/DEC-16 | ELECTRICITY CHARGES | | |
| 01/23/2017 | | 587-9520/DEC-16 | ELECTRICITY-FERC CHARGES/MVU | | |
| Remit to: ROSEMEAD, CA | | | | | FYTD: \$1,893,990.84 |
| STATE WATER RESOURCES CONTROL BOARD 1 | 230486 | 01/23/2017 | WD-0120204 | NPDES ANNUAL PERMIT FEE-FY 2016/17 | \$52,379.00 |
| Remit to: SACRAMENTO, CA | | | | | FYTD: \$52,379.00 |
| STEVEN B. QUINTANILLA A PROFESSIONAL CORPORATION | 19080 | 01/03/2017 | SEPT-2016 | INTERIM CITY ATTORNEY/LEGAL SERVICES 9/1-9/30/16 | \$47,225.96 |
| Remit to: RANCHO MIRAGE, CA | | | | | FYTD: \$279,935.96 |
| TENASKA ENERGY, INC | 19081 | 01/03/2017 | MOREN0020161221 | ELECTRICITY POWER PURCHASE FOR MV UTILITY | \$466,089.17 |
| Remit to: ARLINGTON, TX | | | | | FYTD: \$1,142,761.57 |

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 For Period 1/1/2017 through 1/31/2017

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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> |
|-------------------------------------|-------------------------|---------------------|-------------------|--|-----------------------------|
| THE ADVANTAGE GROUP/ FLEX ADVANTAGE | 19121 | 01/09/2017 | 201701 | RETIREE MEDICAL BENEFIT BILLING-JAN17 | \$49,230.31 |
| | | 01/09/2017 | 95616 | FLEX AND COBRA ADMIN FEES-DEC16 | |
| Remit to: TEMECULA, CA | | | | | <u>FYTD:</u> \$325,051.54 |
| THINK TOGETHER, INC | 19122 | 01/09/2017 | 111-16/17-6 | ASES PROGRAM MANAGEMENT SERVICES-INSTALLMENT #6 | \$494,890.00 |
| Remit to: SANTA ANA, CA | | | | | <u>FYTD:</u> \$2,974,020.00 |
| TURF STAR, INC. | 230393 | 01/09/2017 | 3281798-00 | 1 2016 REELMASTER 5510-D MOWER W/ROPS | \$60,208.33 |
| Remit to: SAN FRANCISCO, CA | | | | | <u>FYTD:</u> \$339,168.98 |
| U.S. BANK/CALCARDS | 19126 | 01/09/2017 | 12-27-16 | CALCARD ACTIVITY-DEC16 | \$196,354.57 |
| Remit to: ST. LOUIS, MO | | | | | <u>FYTD:</u> \$1,563,833.89 |
| VANCE CORPORATION | 19128 | 01/09/2017 | Reche-12 | RECHE VISTA DR. REALIGNMENT-CONSTRUCTION SERVICES | \$133,074.07 |
| | | 01/09/2017 | Reche-12 SN | RECHE VISTA DR. REALIGNMENT-CONSTRUCTION SERVICES STOP NOTICE | |
| | 19259 | 01/30/2017 | Reche-13 | RECHE VISTA DR. REALIGNMENT-CONSTRUCTION SERVICES | \$206,277.11 |
| Remit to: RIALTO, CA | | | | | <u>FYTD:</u> \$1,634,554.59 |
| VASQUEZ & COMPANY LLP | 19082 | 01/03/2017 | 2161003 | PROFESSIONAL SERVICES-REVIEW OF FINANCIAL PROCEDURES/PRACTICES | \$33,760.00 |
| Remit to: LOS ANGELES, CA | | | | | <u>FYTD:</u> \$137,565.00 |
| WELLS FARGO CORPORATE TRUST | 19265 | 01/25/2017 | W170102 | DEBT SERVICE-2007 TAX ALLOCATION BONDS, SERIES A | \$997,554.93 |
| Remit to: MINNEAPOLIS, MN | | | | | <u>FYTD:</u> \$5,857,140.24 |

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For Period 1/1/2017 through 1/31/2017

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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> |
|---|-------------------------|---------------------|-------------------|---|-----------------------------|
| WEST COAST ARBORISTS, INC. | 19180 | 01/17/2017 | 120544 | TREE TRIMMING SERVICES-SD LMD ZN 08 | \$32,334.00 |
| | | 01/17/2017 | 120343 | TREE TRIMMING/REMOVAL SERVICES-SD LMD ZN 01 | |
| | | 01/17/2017 | 120251 | TREE TRIMMING SERVICES-ZONE S | |
| | 19263 | 01/30/2017 | 121012 | TREE TRIMMING SERVICES-SD LMD ZN 03 | \$52,726.00 |
| | | 01/30/2017 | 121013 | TREE TRIMMING/REMOVAL SERVICES-ZONE D | |
| | | 01/30/2017 | 121017 | TREE TRIMMING SERVICES-SD LMD ZN 01 | |
| | | 01/30/2017 | 121018 | TREE TRIMMING SERVICES-ZONE E-7 | |
| Remit to: ANAHEIM, CA | | | | | <u>FYTD:</u> \$285,265.00 |
| WRCOG WESTERN RIVERSIDE CO. OF GOVTS. | 230465 | 01/17/2017 | DEC-2016 TUMF | TUMF FEES COLLECTED FOR 12/1-12/31/16 (RESIDENTIAL) | \$35,492.00 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$2,151,158.29 |
| TOTAL AMOUNTS OF \$25,000 OR GREATER | | | | | \$13,352,777.00 |

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



**City of Moreno Valley
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For Period 1/1/2017 through 1/31/2017**

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 | 19138 | 01/17/2017 | ACI112965 | LANDSCAPE MAINT-CFD#1-DEC16 | \$2,065.00 |
| Remit to: CORONA, CA | | | | | FYTD: \$16,520.00 |
| ACCURATE ADJUSTING AND INVESTIGATIONS, INC. | 19139 | 01/17/2017 | 9925 | INVESTIGATIVE SERVICES | \$4,875.84 |
| Remit to: HEMET, CA | | | | | FYTD: \$4,875.84 |
| ADLERHORST INTERNATIONAL INC. | 19084 | 01/09/2017 | 73737 | DOG FOOD FOR K-9 IVAN | \$699.96 |
| | | 01/09/2017 | 73748 | MONTHLY K-9 TRAINING-DEC16 | |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$3,591.72 |
| ADMINSURE | 230336 | 01/03/2017 | 9818 | WORKERS' COMP CLAIMS ADMINISTRATION-JAN17 | \$2,175.00 |
| | | 01/30/2017 | 9882 | WORKERS' COMP CLAIMS ADMINISTRATION-FEB17 | \$2,175.00 |
| Remit to: DIAMOND BAR, CA | | | | | FYTD: \$19,575.00 |
| AEROTEK, INC. | 19054 | 01/03/2017 | OP06797473 | TEMPORARY STAFFING-FIRE PREV. (TS-ACP) 10/31-11/23/16 (V. ADAMS) | \$2,755.76 |
| | | 01/30/2017 | OP06879684 | TEMPORARY STAFFING-FIRE PREV. (TS-ACP) 11/28-12/12/16 (V. ADAMS) | \$1,441.70 |
| Remit to: CHICAGO, IL | | | | | FYTD: \$19,613.14 |
| AIR EXCHANGE INC | 19055 | 01/03/2017 | 39515 | PLYMOVENT MAINT & REPAIR-FIRE STATION 99 | \$381.00 |
| | | 01/03/2017 | 39516 | PLYMOVENT MAINT & REPAIR-FIRE STATION 48 | |
| | | 01/03/2017 | 39514 | PLYMOVENT MAINT & REPAIR-FIRE STATION 6 | |
| | | 01/23/2017 | 39711 | PLYMOVENT MAINT & REPAIR-FIRE STATION 2 | \$469.13 |
| Remit to: FAIRFIELD, CA | | | | | FYTD: \$3,302.63 |

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City of Moreno Valley
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For Period 1/1/2017 through 1/31/2017

CHECKS UNDER \$25,000

| Vendor Name | Check/EFT Number | Payment Date | Inv Number | Invoice Description | Payment Amount |
|-------------------------------|------------------|--------------|------------------|--|--------------------|
| ALDI, INC. | 230402 | 01/09/2017 | MVU-7014047-01 | PBI SOLAR REBATE INCENTIVE | \$12,512.88 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$12,512.88 |
| ALL AMERICAN ASPHALT, INC. | 230467 | 01/23/2017 | 172812-Retention | COTTONWOOD AVE. PAVEMENT-RETENTION | \$7,921.44 |
| | 230468 | 01/23/2017 | 172812-JointRet | COTTONWOOD AVE. PAVEMENT-JOINT RETENTION | \$615.06 |
| Remit to: CORONA, CA | | | | | FYTD: \$497,340.06 |
| ALMERAZ, ELISA | 230546 | 01/30/2017 | R17-105253 | ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT | \$75.00 |
| Remit to: PERRIS, CA | | | | | FYTD: \$75.00 |
| AMERICAN FORENSIC NURSES | 19086 | 01/09/2017 | 68715 | PHLEBOTOMY SERVICES | \$40.00 |
| | 19140 | 01/17/2017 | 68826 | PHLEBOTOMY SERVICES | \$1,240.00 |
| | | 01/17/2017 | 68805 | PHLEBOTOMY SERVICES | |
| Remit to: LA QUINTA, CA | | | | | FYTD: \$15,675.00 |
| ANIMAL EMERGENCY CLINIC, INC. | 19184 | 01/23/2017 | 146BY | AFTER HOURS EMERGENCY VETERINARY SERVICES-ANIMAL SHELTER | \$130.00 |
| Remit to: GRAND TERRACE, CA | | | | | FYTD: \$1,135.00 |

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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> |
|---|-------------------------|---------------------|--|--|--------------------------|
| APPLE ONE EMPLOYMENT SERVICES | 19056 | 01/03/2017 | 01-4306338 | TEMPORARY STAFFING-ADMIN SVCS 12/1/16 (T. BRADFORD) | \$944.64 |
| | | 01/03/2017 | 01-4314461 | TEMPORARY STAFFING-SPECIAL DISTRICTS 12/5-12/9/16 (R. DE LEON) | |
| | 19087 | 01/09/2017 | 01-4324935 | TEMPORARY STAFFING-SPECIAL DISTRICTS 12/12-12/15/16 (R. DE LEON) | \$650.88 |
| | 19141 | 01/17/2017 | 01-4332252 | TEMPORARY STAFFING-SPECIAL DISTRICTS 12/19-12/22/16 (R. DE LEON) | \$1,301.76 |
| | | 01/17/2017 | 01-4341138 | TEMPORARY STAFFING-SPECIAL DISTRICTS 12/27-12/30/16 (R. DE LEON) | |
| | 19185 | 01/23/2017 | 01-4347674 | TEMPORARY STAFFING-SPECIAL DISTRICTS 1/3-1/6/17 (R. DE LEON) | \$1,004.66 |
| | | 01/23/2017 | 01-4341139 | TEMPORARY STAFFING-ADMIN SVCS/HR 12/28-12/29/16 (R. BRYANT) | |
| | 19230 | 01/30/2017 | 01-4354542 | TEMPORARY STAFFING-HR/CITY ATTY. 1/9-1/13/17 (R. BRYANT) | \$1,397.70 |
| | 01/30/2017 | 01-4347675 | TEMPORARY STAFFING-HR/CITY ATTY . 1/3-1/6/17 (R. BRYANT) | | |
| Remit to: GLENDALE, CA | | | | | <u>FYTD:</u> \$19,542.73 |
| ARROYO, PABLO | 230469 | 01/23/2017 | FALL 2016 | TUITION REIMBURSEMENT | \$369.99 |
| Remit to: ONTARIO, CA | | | | | <u>FYTD:</u> \$369.99 |
| AT&T MOBILITY | 230363 | 01/09/2017 | 872455379X120616 | CELLULAR PHONE SVC-PD MOBILE COMMAND CTR | \$97.92 |
| Remit to: CAROL STREAM, IL | | | | | <u>FYTD:</u> \$591.16 |
| AUTOMATIC STOREFRONT SVC/E-Z AUTOMATED SYS. | 230337 | 01/03/2017 | 0029566 | DOOR REPAIR-PUBLIC SAFETY BLDG SOUTHWEST END | \$1,186.44 |
| Remit to: CHINO, CA | | | | | <u>FYTD:</u> \$11,100.09 |

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| Vendor Name | Check/EFT Number | Payment Date | Inv Number | Invoice Description | Payment Amount |
|------------------------------|------------------|--------------|-----------------|---|--------------------------|
| AVANT GARDE | 19057 | 01/03/2017 | 4195 | HOME FUNDING COMPLIANCE SVCS-NOV. 2016 | \$505.00 |
| | 19088 | 01/09/2017 | 4178 | HOME FUNDING COMPLIANCE SVCS-JUN-OCT 2016 | \$3,053.75 |
| Remit to: POMONA, CA | | | | | FYTD: \$3,558.75 |
| B & F SUPPLY, INC | 230492 | 01/23/2017 | BL#25828-YR2017 | REFUND OF OVERPAYMENT FOR BL#25828 | \$40.00 |
| Remit to: SANTA ANA, CA | | | | | FYTD: \$40.00 |
| BACA, VICTORIA | 230450 | 01/17/2017 | 1/17-1/20/17 | TRAVEL PER DIEM-2017 NEW MAYORS & COUNCIL MEMBERS ACADEMY | \$224.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$224.00 |
| BARTHA, BRIGITTA | 230543 | 01/30/2017 | 2/8-2/10/17 | TRAVEL PER DIEM-CSMFO CONFERENCE | \$160.00 |
| Remit to: SUN CITY, CA | | | | | FYTD: \$160.00 |
| BIO-TOX LABORATORIES | 230364 | 01/09/2017 | 33327 | BLOOD TOXICOLOGY ANALYSIS | \$8,129.82 |
| | | 01/09/2017 | 33328 | BLOOD TOXICOLOGY ANALYSIS | |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$73,288.94 |
| BMW MOTORCYCLES OF RIVERSIDE | 19142 | 01/17/2017 | 6014986 | MAINT & REPAIRS-TRAFFIC MOTORCYCLE | \$4,370.99 |
| | | 01/17/2017 | 6015085 | MAINT & REPAIRS-TRAFFIC MOTORCYCLE | |
| | | 01/17/2017 | 6015055 | MAINT & REPAIRS-TRAFFIC MOTORCYCLE | |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$21,303.01 |
| BOSCO LEGAL SERVICE, INC. | 19186 | 01/23/2017 | 12/13-12/30/16 | LEGAL COURIER SERVICES-INVOICES 238855 THRU 240793 | \$776.00 |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$5,727.25 |

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|----------------------------------|-------------------------|---------------------|-------------------|--|--------------------------|
| BOWMANS ROOFING | 19187 | 01/23/2017 | 2528 | ROOF REPAIR-LIBRARY FRONT ENTRYWAY | \$11,740.00 |
| | | 01/23/2017 | 2529 | ROOF REPAIR (RESEAL ROOF)-FIRE STATION 6 | |
| | | 01/23/2017 | 2527 | ROOF LEAK REPAIR-FIRE STATION 2 | |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$11,740.00 |
| BOX SPRINGS MUTUAL WATER COMPANY | 230365 | 01/09/2017 | 45-4 12/29/16 | WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY | \$272.00 |
| | | 01/09/2017 | 1086-1 12/29/16 | WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY | |
| | | 01/09/2017 | 189-13 12/29/16 | WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY | |
| | | 01/09/2017 | 1084-1 12/29/16 | WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY | |
| | | 01/09/2017 | 195-5 12/29/16 | WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY | |
| | | 01/09/2017 | 204-9 12/29/16 | WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY | |
| | | 01/09/2017 | 1087-1 12/29/16 | WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY | |
| | | 01/09/2017 | 1088-1 12/29/16 | WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY | |
| | | 01/09/2017 | 1085-1 12/29/16 | WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY | |
| | | 01/09/2017 | 80-4 12/29/16 | WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY | |
| | 230430 | 01/17/2017 | 721-1 12/29/16 | WATER USAGE-ZONE 01 TOWNGATE | \$18.21 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$3,347.09 |
| BRADSHAW, COURTNEY | 230355 | 01/03/2017 | 1418426 | REFUND FOR CANCELLED CLASS | \$97.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$97.00 |

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|--|-------------------------|---------------------|-------------------|--|--------------------------|
| BRAUN BLAISING MCLAUGHLIN | 230366 | 01/09/2017 | 16391 | LEGAL SERVICES-MV UTILITY-NOV16 | \$4,524.25 |
| Remit to: SACRAMENTO, CA | | | | | FYTD: \$27,669.92 |
| BRAVO SIGN & DESIGN, INC. | 230367 | 01/09/2017 | 160342 | ALESSANDRO MONUMENT - SIGN | \$1,506.60 |
| Remit to: ANAHEIM, CA | | | | | FYTD: \$1,506.60 |
| BUREAU OF OFFICE SERVICES, INC | 19089 | 01/09/2017 | 87604 | TRANSCRIPTION SERVICES-NOV16 | \$321.12 |
| | 19143 | 01/17/2017 | 87662 | TRANSCRIPTION SERVICES-DEC16 | \$327.27 |
| Remit to: BURR RIDGE, IL | | | | | FYTD: \$3,047.79 |
| BURKE, WILLIAMS & SORENSEN, LLP. | 19090 | 01/09/2017 | 208994 | LEGAL SERVICES FOR SALES TAX ALLOCATION ISSUES-NOV16 | \$151.67 |
| Remit to: LOS ANGELES, CA | | | | | FYTD: \$4,684.57 |
| CALIFORNIA BUILDING STANDARDS COMMISSION | 230521 | 01/30/2017 | 4TH QTR 2016 | SB 1473 FEES COLLECTED FOR 10/1-12/31/16 | \$3,061.80 |
| Remit to: SACRAMENTO, CA | | | | | FYTD: \$5,275.80 |
| CALIFORNIA MUNICIPAL UTILITIES ASSOC. | 230368 | 01/09/2017 | 16-2418 | 2016 ENERGY EFFICIENCY POTENTIAL FORECASTING SVCS. | \$4,035.36 |
| Remit to: SACRAMENTO, CA | | | | | FYTD: \$6,075.36 |
| CALIFORNIA SOLAR SYSTEMS INC | 230493 | 01/23/2017 | B1602669 | REFUND-BLDG. PERMIT | \$146.32 |
| | 230494 | 01/23/2017 | B1602670 | REFUND-BLDG. PERMIT | \$266.06 |
| Remit to: ANAHEIM, CA | | | | | FYTD: \$412.38 |

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|--------------------------------|-------------------------|---------------------|-------------------|---|--------------------------|
| CANON SOLUTIONS AMERICA, INC. | 19188 | 01/23/2017 | 1103031201610153 | COPIER SERVICE-EMPLOYMENT RESOURCE CTR-JUL THRU SEPT 2016 | \$2,677.71 |
| | 19231 | 01/30/2017 | 110303117013 | COPIER SERVICE-EMPLOYMENT RESOURCE CTR-OCT THRU DEC 2016 | \$2,481.16 |
| Remit to: CHICAGO, IL | | | | | <u>FYTD:</u> \$7,798.68 |
| CARLOS & ESTHERS BARBER SHOP | 230495 | 01/23/2017 | BL#01332-YR2017 | REFUND OF OVERPAYMENT FOR BL#01322 | \$33.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$33.00 |
| CARMAX AGENT | 230403 | 01/09/2017 | MVA050001301 | REFUND-PARKING CITATION VIOLATION DISMISSED | \$62.50 |
| Remit to: RICHMOND, VA | | | | | <u>FYTD:</u> \$62.50 |
| CERVANTES, EMILIO | 230547 | 01/30/2017 | 1420573 | CONFERENCE & REC CTR RENTAL REFUND DEPOSIT | \$500.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$500.00 |
| CHANCY, CHIZURU | 230369 | 01/09/2017 | DEC-2016 | INSTRUCTOR SERVICES-HAWAIIAN/TAHITIAN DANCE/COMPETITION CLASSES | \$118.20 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$603.00 |
| CHANDLER ASSET MANAGEMENT, INC | 19091 | 01/09/2017 | 1712MORENOVA | INVESTMENT MANAGEMENT SVCS-DEC16 | \$4,176.86 |
| Remit to: SAN DIEGO, CA | | | | | <u>FYTD:</u> \$29,428.63 |
| CHAPMAN, CYNTHIA | 230356 | 01/03/2017 | 1418197 | COTTONWOOD GOLF CTR RENTAL REFUND DEPOSIT | \$200.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$200.00 |
| CIRCLE CITY ROOFING, INC | 230404 | 01/09/2017 | BL#01520-YR2017 | REFUND OF OVERPAYMENT FOR BL#01520 | \$20.22 |
| Remit to: NORCO, CA | | | | | <u>FYTD:</u> \$20.22 |

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



**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> |
|------------------------------------|-------------------------|---------------------|-------------------|---|---------------------------|
| CITY OF RIVERSIDE | 230522 | 01/30/2017 | 00233634 | SEMI-ANNUAL SHARED TRAFFIC SIGNALS & EQUIP. COSTS 1/27-7/27/16 | \$4,774.62 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$4,774.62 |
| CMTA 1 | 230523 | 01/30/2017 | CONF. REGISTR. | REGISTRATION FEES FOR BROOKE MCKINNEY-CMTA ANNUAL CONF. 4/26-28 | \$374.00 |
| Remit to: SACRAMENTO, CA | | | | | <u>FYTD:</u> \$374.00 |
| COGENT COMMUNICATIONS, INC | 19189 | 01/23/2017 | 01012017 | SECONDARY INTERNET CONNECTION 1/1-1/31/17 | \$1,676.00 |
| Remit to: BALTIMORE, MD | | | | | <u>FYTD:</u> \$14,635.22 |
| COLONIAL SUPPLEMENTAL INSURANCE | 230451 | 01/17/2017 | 7133069-0101540 | SUPPLEMENTAL INSURANCE | \$5,733.00 |
| Remit to: COLUMBIA, SC | | | | | <u>FYTD:</u> \$40,446.86 |
| COMMUNITY ASSISTANCE PROGRAM - CAP | 230518 | 01/23/2017 | 1-JUL 2016 | CDBG REIMBURSEMENT-CAP FOOD PROGRAM | \$4,500.00 |
| | | 01/23/2017 | 3-SEPT 2016 | CDBG REIMBURSEMENT-CAP FOOD PROGRAM | |
| | | 01/23/2017 | 2-AUG 2016 | CDBG REIMBURSEMENT-CAP FOOD PROGRAM | |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$6,000.00 |
| COMMUNITY NOW | 19144 | 01/17/2017 | 2003-SJSRTS | SAFE ROUTES TO SCHOOL OUTREACH PROGRAM-CONSULTANT SERVICES | \$17,454.73 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$107,817.82 |

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|--------------------------------|-------------------------|---------------------|-------------------|---|--------------------------|
| COMMUNITY WORKS DESIGN GROUP | 19092 | 01/09/2017 | 12292 | ALESSANDRO BLVD. ENTRY MONUMENT-DESIGN SERVICES | \$399.00 |
| | 19145 | 01/17/2017 | 12059 | CONSULTANT SERVICES-JFK PARK/HSG GRANT-JUL16 | \$7,285.05 |
| | | 01/17/2017 | 12216 | CONSULTANT SERVICES-JFK PARK/HSG GRANT-SEPT16 | |
| | | 01/17/2017 | 12270 | CONSULTANT SERVICES-JFK PARK/HSG GRANT-OCT16 | |
| | | 01/17/2017 | 12318 | CONSULTANT SERVICES-JFK PARK/HSG GRANT-NOV16 | |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$22,911.40 |
| CORLEY, JUDY | 230548 | 01/30/2017 | R16-103270 | ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT | \$75.00 |
| Remit to: SAN JACINTO, CA | | | | | FYTD: \$75.00 |
| CORTEZ, ELISA | 230455 | 01/17/2017 | 1420169 1420170 | COTTONWOOD GOLF CTR. RENTAL REFUND DEPOSIT | \$200.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$200.00 |
| COSTAR REALTY INFORMATION, INC | 230370 | 01/09/2017 | 104368306 | COMMERCIAL REAL ESTATE DATABASE-JAN17 | \$1,036.26 |
| Remit to: BALTIMORE, MD | | | | | FYTD: \$7,243.75 |
| COSTCO | 230524 | 01/30/2017 | 23846 | MISC. SUPPLIES FOR EMERGENCY OP'S. CTR- | \$212.95 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$3,969.09 |
| COUNSELING TEAM, THE | 230525 | 01/30/2017 | 32857 | EMPLOYEE ASSISTANCE PROGRAM-DEC16 | \$1,250.00 |
| Remit to: SAN BERNARDINO, CA | | | | | FYTD: \$16,300.00 |
| COUNTRY SQUIRE ESTATES | 230371 | 01/09/2017 | DEC 2016 | UUT REFUNDS | \$78.64 |
| | | 01/09/2017 | NOV-16 | UUT REFUNDS | |
| Remit to: ONTARIO, CA | | | | | FYTD: \$324.48 |

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



City of Moreno Valley
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| Vendor Name | Check/EFT Number | Payment Date | Inv Number | Invoice Description | Payment Amount |
|-------------------------------------|------------------|--------------|--------------|---|--------------------------|
| COUNTY OF RIVERSIDE | 230338 | 01/03/2017 | 16-421462 | MAP RECORDING FEES | \$62.00 |
| | 230372 | 01/09/2017 | 16-429906-C1 | RECORDATION NOTICE OF SPECIAL TAX LIEN | \$96.00 |
| | 230431 | 01/17/2017 | IT0000000393 | TRAFFIC MOTOR RADIO COMMUNICATIONS FOR PD-NOV16 | \$2,671.24 |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$41,450.83 |
| COUNTY OF RIVERSIDE 1 | 230396 | 01/09/2017 | PU0000003901 | POLICE STATION JANITORIAL SUPPLIES | \$557.79 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$8,626.34 |
| CRIME SCENE STERI-CLEAN, LLC | 19146 | 01/17/2017 | 36470 | BIO HAZARD REMOVAL SERVICE | \$750.00 |
| Remit to: RANCHO CUCAMONGA, CA | | | | | FYTD: \$6,000.00 |
| CUTWATER INVESTOR SERVICES CORP | 19233 | 01/30/2017 | 21377A | INVESTMENT MANAGEMENT SERVICES-DEC16 | \$2,740.96 |
| Remit to: DENVER, CO | | | | | FYTD: \$19,227.63 |
| D&D SERVICES DBA D&D DISPOSAL, INC. | 230432 | 01/17/2017 | 321305 | DECEASED ANIMAL REMOVAL SERVICES-DEC16 | \$745.00 |
| Remit to: VALENCIA, CA | | | | | FYTD: \$5,215.00 |
| DATA TICKET, INC. | 19147 | 01/17/2017 | 74266 | ADMIN CITATION PROCESSING-PD-SEPT16 | \$1,047.29 |
| | | 01/17/2017 | 74263 | ADMIN CITATION PROCESSING-ANIMAL SVCS-SEPT16 | |
| | | 01/17/2017 | 74605 | ADMIN CITATION PROCESSING-PARK RANGERS-OCT16 | |
| | | 01/17/2017 | 74513 | ADMIN CITATION PROCESSING-PD-OCT16 | |
| | | 01/17/2017 | 74510TPC | THIRD PARTY COLLECTIONS-ANIMAL SVCS-OCT16 | |
| | | 01/17/2017 | 74510 | ADMIN CITATION PROCESSING-ANIMAL SVCS-OCT16 | |
| | | 01/17/2017 | 74279 | ADMIN CITATION PROCESSING-PARK RANGERS-SEPT16 | |
| | 19190 | 01/23/2017 | 73607TPC | THIRD PARTY COLLECTIONS-ANIMAL SVCS-AUG16 | \$220.92 |
| | | 01/23/2017 | 73607 | ADMIN CITATION PROCESSING-ANIMAL SVCS-AUG16 | |
| Remit to: NEWPORT BEACH, CA | | | | | FYTD: \$67,068.77 |

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|-----------------------------|-------------------------|---------------------|-------------------|--|--------------------------|
| DAVIS , SHARON | 230406 | 01/09/2017 | R16-103825 | ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT | \$75.00 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$75.00 |
| DAVIS, WANDA R | 230407 | 01/09/2017 | MV3130404046 | REFUND-PARKING CITATION OVERPAYMENT | \$115.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$115.00 |
| DAVIS, YAISMIEN | 230496 | 01/23/2017 | 1420449 | TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT | \$200.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$200.00 |
| DAWSON, MICHELLE | 230397 | 01/09/2017 | 1/17-1/20/17 | TRAVEL PER DIEM-2017 NEW MAYORS & COUNCIL MEMBERS ACADEMY | \$192.00 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$640.00 |
| DE SANTIS, THOMAS M | 230398 | 01/09/2017 | 1/18-1/20/17 | TRAVEL PER DIEM-2017 NEW MAYORS & COUNCIL MEMBERS ACADEMY | \$128.00 |
| Remit to: TEMECULA, CA | | | | | <u>FYTD:</u> \$310.36 |
| DECKERS OUTDOOR CORPORATION | 19093 | 01/09/2017 | QTR ENDING SEP16 | QUARTERLY SALES TAX PAYMENT PER OPERATING COVENANT AGREEMENT | \$6,759.60 |
| Remit to: GOLETA, CA | | | | | <u>FYTD:</u> \$21,215.40 |
| DEJOHNETTE, MICHELLE | 230357 | 01/03/2017 | 1418190 | COTTONWOOD GOLF CTR. RENTAL REFUND DEPOSIT | \$200.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$200.00 |
| DELTA DENTAL OF CALIFORNIA | 19148 | 01/17/2017 | BE001955684 | EMPLOYEE DENTAL INSURANCE-PPO | \$11,929.69 |
| Remit to: SAN FRANCISCO, CA | | | | | <u>FYTD:</u> \$77,553.75 |
| DELTACARE USA | 19149 | 01/17/2017 | BE001956560 | EMPLOYEE DENTAL INSURANCE-HMO | \$4,584.06 |
| Remit to: DALLAS, TX | | | | | <u>FYTD:</u> \$34,333.37 |

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|------------------------------------|-------------------------|---------------------|-------------------|--|--------------------------|
| DEPARTMENT OF CONSERVATION | 230464 | 01/17/2017 | 4TH QTR 2016 | SMI FEES REPORT-4TH QTR ENDING 12/31/16 | \$18,440.07 |
| Remit to: SACRAMENTO, CA | | | | | <u>FYTD:</u> \$26,049.79 |
| DEPARTMENT OF ENVIRONMENTAL HEALTH | 230526 | 01/30/2017 | IN0279004 | ENVIRONMENTAL HEALTH PERMIT-SUNNYMEAD PARK/FAC# FA0005956 | \$706.00 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$6,565.66 |
| DIAZ, RAFAEL | 230408 | 01/09/2017 | R16-102958 | ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT | \$75.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$75.00 |
| DIAZ, RAMONA | 230549 | 01/30/2017 | 1421140-41 | COTTONWOOD GOLF CTR. RENTAL REFUND DEPOSIT MINUS BALANCE DUE | \$175.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$175.00 |
| DIVISION OF THE STATE ARCHITECT | 230373 | 01/09/2017 | 4TH QTR 2016 | STATE PORTION-DISABILITY ACCESS AND EDUCATION FEE REPORT | \$293.40 |
| Remit to: SACRAMENTO, CA | | | | | <u>FYTD:</u> \$789.30 |

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|-----------------------|-------------------------|---------------------|--|--|-----------------------|
| DMS FACILITY SERVICES | 19059 | 01/03/2017 | L42181 | SPECIAL CLEANINGS FOR NOV 2016 EVENT RENTALS-COTTONWOOD GOLF CTR | \$2,180.00 |
| | | 01/03/2017 | L42329 | SPECIAL CLEANINGS FOR DEC 2016 EVENT RENTALS-TOWNGATE COMM. CTR | |
| | | 01/03/2017 | L42327 | SPECIAL CLEANINGS FOR DEC 2-9 EVENT RENTALS-CONF & REC CTR | |
| | 19094 | 01/09/2017 | L42237 | SPECIAL CLEANINGS FOR NOV 2016 EVENT RENTALS-TOWNGATE COMM. CTR | \$1,950.00 |
| | | | L42328a | SPECIAL CLEANINGS FOR DEC 13-31 EVENT RENTALS-CONF & REC CTR | |
| | | | L42238 | SPECIAL CLEANINGS FOR NOV 2016 EVENT RENTALS-SENIOR CTR | |
| | | | L42330 | SPECIAL CLEANINGS FOR DEC 2016 EVENT RENTALS-SENIOR CTR | |
| | 19150 | 01/09/2017 | L42326 | SPECIAL CLEANINGS FOR DEC 2016 EVENT RENTALS-COTTONWOOD GOLF CTR | \$1,093.15 |
| | | | RC-L108791 | JANITORIAL SERVICES-RAINBOW RIDGE PORTABLE-JAN17 | |
| | | | RC-L108792 | JANITORIAL SERVICES-RED MAPLE PORTABLE-JAN17 | |
| | | | RC-L108800 | JANITORIAL SERVICES-23571 SUNNYMEAD PD SUBSTATION-JAN17 | |
| | | | RC-L108799 | JANITORIAL SERVICES-23819 SUNNYMEAD PD SUBSTATION-JAN17 | |
| | | 01/17/2017 | RC-L108795 | JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY-JAN17 | |
| | 01/17/2017 | RC-L108794 | JANITORIAL SERVICES-SUNNYMEAD MIDDLE/THINK-JAN17 | | |

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|-------------------------------------|-------------------------|---------------------|-------------------|---|---------------------------|
| DMS FACILITY SERVICES | 19191 | 01/23/2017 | RC-L108782 | JANITORIAL SERVICES-ANNEX 1-JAN17 | \$20,411.70 |
| | | 01/23/2017 | RC-L108789 | JANITORIAL SERVICES-MARCH FIELD PARK COMM. CTR-JAN17 | |
| | | 01/23/2017 | RC-L108788 | JANITORIAL SERVICES-LIBRARY-JAN17 | |
| | | 01/23/2017 | RC-L108787 | JANITORIAL SERVICES-EMPLOYMENT RES. CTR-JAN17 | |
| | | 01/23/2017 | RC-L108796 | JANITORIAL SERVICES-TOWNGATE COMM. CTR-JAN17 | |
| | | 01/23/2017 | RC-L108785 | JANITORIAL SERVICES-CONF. & REC. CTR-JAN17 | |
| | | 01/23/2017 | RC-L108802 | JANITORIAL SERVICES-CITY YARD/SANTIAGO OFFICE-JAN17 | |
| | | 01/23/2017 | RC-L108783 | JANITORIAL SERVICES-CITY HALL-JAN17 | |
| | | 01/23/2017 | RC-L108781 | JANITORIAL SERVICES-ANIMAL SHELTER-JAN17 | |
| | | 01/23/2017 | L42045 | CARPET CLEANING SERVICES-MARCH FIELD COMM. CTR-OCT16 | |
| | | 01/23/2017 | RC-L108786 | JANITORIAL SERVICES-EMERGENCY OPS. CTR-JAN17 | |
| | | 01/23/2017 | RC-L108797 | JANITORIAL SERVICES-TRANSP. TRAILER-JAN17 | |
| | | 01/23/2017 | RC-L108798 | JANITORIAL SERVICES-COTTONWOOD GOLF CTR-JAN17 | |
| | | 01/23/2017 | RC-L108793 | JANITORIAL SERVICES-SENIOR CTR-JAN17 | |
| | | 01/23/2017 | RC-L108784 | JANITORIAL SERVICES-CITY YARD-JAN17 | |
| Remit to: SOUTH PASADENA, CA | | | | | FYTD: \$211,230.04 |
| DUGENIA, JOSEPHINE | 230550 | 01/30/2017 | R16-104099 | ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSIT | \$95.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$95.00 |
| DURAN, EVA | 230497 | 01/23/2017 | 1414432 1414431 | CONFERENCE & REC. RENTAL REFUND DEPOSIT | \$300.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$300.00 |
| E.R. BLOCK PLUMBING & HEATING, INC. | 19095 | 01/09/2017 | 122755a | BACKFLOW DEVICE REPLACEMENT-MARCH FIELD PARK COMM. CTR. | \$6,174.00 |
| | 19234 | 01/30/2017 | 122953 | BACKFLOW DEVICE TEST-PUBLIC SAFETY BLDG. | \$150.00 |
| | | 01/30/2017 | 122951 | BACKFLOW DEVICE TEST-ANIMAL SHELTER | |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$48,740.98 |

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|---|-------------------------|---------------------|-------------------|--|-----------------------------|
| EASTERN MUNICIPAL WATER DISTRICT | 230339 | 01/03/2017 | DEC-16 1/3/17 | WATER CHARGES | \$21,752.74 |
| | 230374 | 01/09/2017 | DEC-16 1/9/17 | WATER CHARGES | \$8,240.07 |
| | 230433 | 01/17/2017 | DEC-16 1/17/17 | WATER CHARGES | \$14,834.88 |
| | 230470 | 01/23/2017 | DEC-16 1/23/17 | WATER CHARGES | \$5,149.68 |
| | 230527 | 01/30/2017 | DEC-16 1/30/17 | WATER CHARGES | \$2,532.69 |
| | | 01/30/2017 | JAN-17 1/30/17 | WATER CHARGES | |
| Remit to: LOS ANGELES, CA | | | | | FYTD: \$1,083,006.43 |
| EASTERSEALS OF SOUTHERN CALIFORNIA | 230551 | 01/30/2017 | 1420795 | CONFERENCE & REC. CTR. RENTAL REFUND-RIVERSIDE COUNTY SCC 1204 | \$60.00 |
| Remit to: SANTA ANA, CA | | | | | FYTD: \$60.00 |
| EDGELANE MOBILE HOME PARK | 19151 | 01/17/2017 | DEC 16 | UUT REFUNDS | \$1.73 |
| Remit to: LOS ANGELES, CA | | | | | FYTD: \$13.39 |
| EMPIRE MOWER | 230434 | 01/17/2017 | 176412 | TREE TRIMMING EQUIPMENT PARTS | \$389.13 |
| | | 01/17/2017 | 176363 | TREE TRIMMING EQUIPMENT PARTS | |
| | | 01/17/2017 | 176271 | TREE TRIMMING EQUIPMENT REPAIR & PARTS | |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$2,109.61 |
| ENCO UTILITY SERVICES MORENO VALLEY LLC | 19096 | 01/09/2017 | 0402-MF-01929A | SOLAR METER INSTALLATION | \$2,844.00 |
| | | 01/09/2017 | 0402-MF-01952A | SOLAR METER INSTALLATION | |
| | | 01/09/2017 | 0402-MF-01951A | SOLAR METER INSTALLATION | |
| | | 01/09/2017 | 0402-MF-01943A | SOLAR METER INSTALLATION | |
| | 19192 | 01/23/2017 | 0402-MF-01956A | SOLAR METER INSTALLATION | \$711.00 |
| | 19235 | 01/30/2017 | 0402-MF-01957A | SOLAR METER INSTALLATION | \$711.00 |
| Remit to: ANAHEIM, CA | | | | | FYTD: \$3,529,735.83 |

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|--------------------------|-------------------------|---------------------|-------------------|---|--------------------------|
| ESGIL CORPORATION | 19193 | 01/23/2017 | 11164852 | PLAN CHECK SVCS-BLDG. & SAFETY-NOV16 | \$915.00 |
| Remit to: SAN DIEGO, CA | | | | | <u>FYTD:</u> \$16,733.21 |
| ESTRADA, JOSE | 230498 | 01/23/2017 | R16-104871 | ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT | \$75.00 |
| Remit to: COLTON, CA | | | | | <u>FYTD:</u> \$75.00 |
| EVANS ENGRAVING & AWARDS | 19153 | 01/17/2017 | 11317-9 | NAMEPLATE FOR ART COMMISSIONER-G. HENDERSON | \$127.44 |
| | | 01/17/2017 | 11217-5 | NAMEPLATES ENGRAVING FOR PARKS COMMISSIONERS | |
| | | 01/17/2017 | 11217-5a | NAMEPLATES FOR SENIOR CITIZENS ADVISORY BOARD | |
| Remit to: BANNING, CA | | | | | <u>FYTD:</u> \$758.84 |
| EXCEL LANDSCAPE, INC | 19154 | 01/17/2017 | 89486 | LANDSCAPE MAINT-WQB/NPDES-DEC16 | \$6,815.89 |
| Remit to: CORONA, CA | | | | | <u>FYTD:</u> \$55,345.60 |
| EYERMAN, MARSHALL | 230544 | 01/30/2017 | 2/8-2/10/17 | TRAVEL PER DIEM-CSMFO CONFERENCE | \$160.00 |
| Remit to: CORONADO, CA | | | | | <u>FYTD:</u> \$1,188.10 |

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|--------------------------------------|-------------------------|---------------------|-------------------|---|------------------------------------|
| FAIR HOUSING COUNCIL OF RIV CO, INC. | 19236 | 01/30/2017 | SEPT-16 (LT) | LANDLORD/TENANT MEDIATION SVCS-CDBG | \$11,588.99 |
| | | 01/30/2017 | NOV-16 (FH) | FAIR HOUSING DISCRIMINATION SVCS-CDBG | |
| | | 01/30/2017 | JUL-16 (LT) | LANDLORD/TENANT MEDIATION SVCS-CDBG | |
| | | 01/30/2017 | OCT-16 (FH) | FAIR HOUSING DISCRIMINATION SVCS-CDBG | |
| | | 01/30/2017 | OCT-16 (LT) | LANDLORD/TENANT MEDIATION SVCS-CDBG | |
| | | 01/30/2017 | NOV-16 (LT) | LANDLORD/TENANT MEDIATION SVCS-CDBG | |
| | | 01/30/2017 | DEC-16 (LT) | LANDLORD/TENANT MEDIATION SVCS-CDBG | |
| | | 01/30/2017 | SEPT-16 (FH) | FAIR HOUSING DISCRIMINATION SVCS-CDBG | |
| | | 01/30/2017 | DEC-16 (FH) | FAIR HOUSING DISCRIMINATION SVCS-CDBG | |
| | | 01/30/2017 | AUG-16 (LT) | LANDLORD/TENANT MEDIATION SVCS-CDBG | |
| | | 01/30/2017 | AUG-16 (FH) | FAIR HOUSING DISCRIMINATION SVCS-CDBG | |
| | | 01/30/2017 | JUL-16 (FH) | FAIR HOUSING DISCRIMINATION SVCS-CDBG | |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$24,876.47 |
| FARROW, MARILYN | 230456 | 01/17/2017 | 1420166 | TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT | \$200.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$200.00 |
| FAST FORWARD CONCRETE CUTTING, INC | 230409 | 01/09/2017 | BL#28072-YR2017 | REFUND OF OVERPAYMENT FOR BL#28072 | \$22.50 |
| Remit to: VAN NUYS, CA | | | | | <u>FYTD:</u> \$22.50 |
| FIRST AMERICAN DATA TREE, LLC | 230375 | 01/09/2017 | 20027760916 | ONLINE SOFTWARE SUBSCRIPTION-SEPT16 | \$198.00 |
| | | 01/09/2017 | 20027761016 | ONLINE SOFTWARE SUBSCRIPTION-OCT16 | |
| | | 230435 | 01/17/2017 | 20027761216 | ONLINE SOFTWARE SUBSCRIPTION-DEC16 |
| Remit to: PASADENA, CA | | | | | <u>FYTD:</u> \$693.00 |

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



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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> |
|-----------------------|-------------------------|---------------------|-------------------|---|-----------------------|
| FIRST CHOICE SERVICES | 19061 | 01/03/2017 | 597037 | WATER PURIF. UNITS RENTAL-CITY HALL/2ND FLOOR-NOV16 | \$504.90 |
| | | 01/03/2017 | 597036 | WATER PURIF. UNITS RENTAL-CITY HALL/1ST FLOOR-NOV16 | |
| | | 01/03/2017 | 597050 | WATER PURIF. UNIT RENTAL-SENIOR CTR-NOV16 | |
| | | 01/03/2017 | 597035 | WATER PURIF. UNIT RENTAL-ANNEX 1-NOV16 | |
| | | 01/03/2017 | 597034 | WATER PURIF. UNITS RENTAL-ANIMAL SHELTER-NOV16 | |
| | | 01/03/2017 | 597049 | WATER PURIF. UNIT RENTAL-PUBLIC SAFETY BLDG-NOV16 | |
| | | 01/03/2017 | 597040 | WATER PURIF. UNIT RENTAL-EMERGENCY OPS CTR-NOV16 | |
| | | 01/03/2017 | 597048 | WATER PURIF. UNIT RENTAL-LIBRARY-NOV16 | |
| | | 01/03/2017 | 597047 | WATER PURIF. UNIT RENTAL-FIRE STATION 99-NOV16 | |
| | | 01/03/2017 | 597044 | WATER PURIF. UNIT RENTAL-FIRE STATION 58-NOV16 | |
| | | 01/03/2017 | 597042 | WATER PURIF. UNIT RENTAL-FIRE STATION 6-NOV16 | |
| | | 01/03/2017 | 597046 | WATER PURIF. UNIT RENTAL-FIRE STATION 91-NOV16 | |
| | | 01/03/2017 | 597051 | WATER PURIF. UNIT RENTAL-TRANSP. TRAILER-NOV16 | |
| | | 01/03/2017 | 597045 | WATER PURIF. UNIT RENTAL-FIRE STATION 65-NOV16 | |
| | | 01/03/2017 | 597041 | WATER PURIF. UNIT RENTAL-FIRE STATION 2-NOV16 | |
| | | 01/03/2017 | 597039 | WATER PURIF. UNIT RENTAL-CITY YARD-NOV16 | |
| | | 01/03/2017 | 597038 | WATER PURIF. UNIT RENTAL-CONF. & REC. CTR-NOV16 | |
| | | 01/03/2017 | 597043 | WATER PURIF. UNIT RENTAL-FIRS STATION 48-NOV16 | |

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|-------------------------------|-------------------------|---------------------|-------------------|--|-------------------------|
| FIRST CHOICE SERVICES | 19194 | 01/23/2017 | 600569 | WATER PURIF. UNIT RENTAL-SENIOR CTR-JAN 2017 | \$504.90 |
| | | 01/23/2017 | 600556 | WATER PURIF. UNITS RENTAL-CITY HALL/2ND FLOOR-JAN 2017 | |
| | | 01/23/2017 | 600570 | WATER PURIF. UNIT RENTAL-TRANSP. TRAILER-JAN 2017 | |
| | | 01/23/2017 | 600562 | WATER PURIF. UNIT RENTAL-FIRE STATION 48-JAN 2017 | |
| | | 01/23/2017 | 600557 | WATER PURIF. UNIT RENTAL-CONF. & REC. CTR-JAN 2017 | |
| | | 01/23/2017 | 600567 | WATER PURIF. UNIT RENTAL-LIBRARY-JAN 2017 | |
| | | 01/23/2017 | 600566 | WATER PURIF. UNIT RENTAL-FIRE STATION 99-JAN 2017 | |
| | | 01/23/2017 | 600565 | WATER PURIF. UNIT RENTAL-FIRE STATION 91-JAN 2017 | |
| | | 01/23/2017 | 600554 | WATER PURIF. UNIT RENTAL-ANNEX 1-JAN 2017 | |
| | | 01/23/2017 | 600563 | WATER PURIF. UNIT RENTAL-FIRE STATION 58-JAN 2017 | |
| | | 01/23/2017 | 600559 | WATER PURIF. UNIT RENTAL-EMERGENCY OPS. CTR-JAN 2017 | |
| | | 01/23/2017 | 600561 | WATER PURIF. UNIT RENTAL-FIRE STATION 6-JAN 2017 | |
| | | 01/23/2017 | 600560 | WATER PURIF. UNIT RENTAL-FIRE STATION 2-JAN 2017 | |
| | | 01/23/2017 | 600558 | WATER PURIF. UNIT RENTAL-CITY YARD-JAN 2017 | |
| | | 01/23/2017 | 600555 | WATER PURIF. UNITS RENTAL-CITY HALL/1ST FLOOR-JAN 2017 | |
| | | 01/23/2017 | 600553 | WATER PURIF. UNITS RENTAL-ANIMAL SHELTER-JAN 2017 | |
| | | 01/23/2017 | 600568 | WATER PURIF. UNIT RENTAL-PUBLIC SAFETY BLDG-JAN 2017 | |
| | | 01/23/2017 | 600564 | WATER PURIF. UNIT RENTAL-FIRE STATION 65-JAN 2017 | |
| Remit to: ONTARIO, CA | | | | | FYTD: \$4,051.36 |
| FIRST INDUSTRIAL REALTY TRUST | 19181 | 01/17/2017 | 265205900 | PROPERTY LEASE RENT-DEC16 LATE FEE | \$573.30 |
| | | 01/17/2017 | 265426200 | PROPERTY LEASE RENT-JAN17 | |
| | 19237 | 01/30/2017 | 265669500 | PROPERTY LEASE RENT-JAN17 LATE FEE | \$573.30 |
| | | 01/30/2017 | 265822900 | PROPERTY LEASE RENT-FEB17 | |
| Remit to: PASADENA, CA | | | | | FYTD: \$4,427.25 |

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| Vendor Name | Check/EFT Number | Payment Date | Inv Number | Invoice Description | Payment Amount |
|---|------------------|--------------|------------------|---|---------------------------|
| FLOT, DEREK ANTHONY | 19195 | 01/23/2017 | 010617-011217 | SPORTS OFFICIATING SERVICES-WINTER YOUTH BASKETBALL | \$225.00 |
| | 19238 | 01/30/2017 | 011417-011917 | SPORTS OFFICIATING SERVICES-WINTER YOUTH BASKETBALL | \$135.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$360.00 |
| FRONTIER COMMUNICATIONS/FORMERLY VERIZON | 19062 | 01/03/2017 | 7002Z183-S-16340 | BACKBONE COMMUNICATION SERVICE 12/5/16-1/4/17 | \$1,955.10 |
| | 19239 | 01/30/2017 | 7002Z183-S-17005 | BACKBONE COMMUNICATION SERVICE 1/5-2/4/17 | \$1,943.44 |
| Remit to: ROCHESTER, NY | | | | | FYTD: \$13,699.00 |
| FRONTIER COMMUNICATIONS/FORMERLY VERIZON CALIF. | 230340 | 01/03/2017 | 3101548661/DEC16 | FIOS SERVICES FOR FIRE STATION 99 | \$729.45 |
| | 230471 | 01/03/2017 | 082109-5/DEC16 | PHONE CHARGES FOR EMPLOYMENT RESOURCE CTR. 12/4-1/3/17 | |
| | | 01/23/2017 | 3101548661/JAN17 | FIOS SERVICES FOR FIRE STATION 99 | \$739.03 |
| | | 01/23/2017 | 082109-5/JAN17 | PHONE CHARGES FOR EMPLOYMENT RESOURCE CTR. 1/4-2/3/17 | |
| Remit to: CINCINNATI, OH | | | | | FYTD: \$5,145.97 |
| FUEL PROS, INC | 19063 | 01/03/2017 | 27388 | REPAIRED LEAKING FUEL HOSE-FIRE STATION 58 | \$225.00 |
| Remit to: CHINO, CA | | | | | FYTD: \$2,447.51 |
| G/M BUSINESS INTERIORS, INC. | 230341 | 01/03/2017 | 0227581-IN | ADJUSTABLE WORK SURFACE-TECH. SVCS. | \$1,050.57 |
| | 230376 | 01/09/2017 | 0227739-IN | COMPUTER MONITOR ARMS (25)-CITY HALL | \$9,489.69 |
| | 230528 | 01/30/2017 | 0228883-IN | COMPUTER DUAL ARM MONITOR ARMS (6)-CITY HALL | \$2,393.28 |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$208,071.33 |
| GAGE, LESIA | 19196 | 01/23/2017 | 1/29-2/4/17 | TRAVEL PER DIEM, MILEAGE & PARKING-APPA UTILITY ACCOUNTING TRAINING | \$735.50 |
| Remit to: WHITTIER, CA | | | | | FYTD: \$1,807.24 |

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|-----------------------------------|-------------------------|---------------------|-------------------|---|---------------------------|
| GALLS INC., INLAND UNIFORM | 19240 | 01/30/2017 | BC0367317 | EQUIPMENT FOR PARK RANGER-ARIEL MUNOZ | \$41.34 |
| Remit to: CHICAGO, IL | | | | | <u>FYTD:</u> \$2,858.97 |
| GARCIA, MARVIN A | 230410 | 01/09/2017 | MV3131220021 | REFUND-PARKING CITATION OVERPAYMENT | \$115.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$115.00 |
| GARDNER COMPANY, INC. | 19098 | 01/09/2017 | 58459 | HVAC DUCT WORK/INITIAL SVC CALL-TOWNGATE COMM. CTR. | \$304.50 |
| | 19241 | 01/30/2017 | 58510 | HVAC DUCT WORK-TOWNGATE COMM. CTR. | \$7,360.00 |
| Remit to: MURRIETA, CA | | | | | <u>FYTD:</u> \$57,962.39 |
| GHD INCORPORATED | 230472 | 01/23/2017 | 75560 | CITYWIDE PEDESTRIAN/BICYCLE ST. IMPROVEMENTS-CYCLE 7-DESIGN SVCS | \$4,960.38 |
| Remit to: PASADENA, CA | | | | | <u>FYTD:</u> \$103,533.85 |
| GLOBAL AUTOMATION SERVICES, INC. | 230473 | 01/23/2017 | 31115 | BACNET SOFTWARE INSTALLATION-EMERGENCY OPS CTR | \$4,500.00 |
| | | 01/23/2017 | 31105 | BACNET SOFTWARE INSTALLATION-EMERGENCY OPS CTR & CONF & REC CTR | |
| Remit to: YUCAIPA, CA | | | | | <u>FYTD:</u> \$8,190.36 |
| GLOBALSTAR USA, LLC | 230436 | 01/17/2017 | 1000000007840140 | WIRELESS PHONE SERVICE-MOBILE COMMAND CTR (10/16-11/15/16) | \$602.48 |
| Remit to: LOS ANGELES, CA | | | | | <u>FYTD:</u> \$602.48 |
| GONZALEZ, JACQUELYN | 230499 | 01/23/2017 | 1420251 | CONFERENCE & REC CTR RENTAL REFUND DEPOSIT | \$750.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$750.00 |
| GOVERNMENTJOBS.COM, INC. / NEOGOV | 19242 | 01/30/2017 | INV20032 | APPLICANT TRACKING SOFTWARE LICENSE, SUBSCRIPTION, SETUP & TRAINING | \$11,000.00 |
| Remit to: EL SEGUNDO, CA | | | | | <u>FYTD:</u> \$11,000.00 |

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|------------------------------|-------------------------|---------------------|-------------------|---|--------------------------|
| GOZDECKI, DAN | 19156 | 01/17/2017 | JAN-2017 | INSTRUCTOR SERVICES-KUNG FU ADULT & YOUTH CLASSES | \$239.40 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$2,361.60 |
| GRAVES & KING, LLP | 19064 | 01/03/2017 | 1611-0009862-02 | LEGAL SERVICES-CLAIM MV1633 (R. WARREN) | \$11,408.84 |
| | | 01/03/2017 | 1611-0009808-04 | LEGAL SERVICES-CLAIM MV1622 (K. CABRERA) | |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$63,889.09 |
| GREEN, GLYNISS | 230411 | 01/09/2017 | R16-104344 | ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT | \$75.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$75.00 |
| GROUNDS ELECTRIC CO, INC | 230412 | 01/09/2017 | BL#02866-YR2017 | REFUND OF OVERPAYMENT FOR BL#02866 | \$20.37 |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$20.37 |
| GUTIERREZ, YXSTIAN | 230452 | 01/17/2017 | 1/17-1/20/17 | TRAVEL PER DIEM-2017 NEW MAYORS & COUNCIL MEMBERS ACADEMY | \$224.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$533.11 |
| HALVORSON, TAMARA | 230413 | 01/09/2017 | R16-104600 | ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT | \$75.00 |
| Remit to: WEST HOLLYWOOD, CA | | | | | FYTD: \$75.00 |
| HEALD, DENA | 230529 | 01/30/2017 | 2/8-2/10/17 | TRAVEL PER DIEM-CSMFO CONFERENCE | \$160.00 |
| Remit to: CORONA, CA | | | | | FYTD: \$160.00 |
| HEARTBEAT OF GOD ASSEMBLY | 230500 | 01/23/2017 | 1419204 | CONFERENCE & REC. CTR. RENTAL REFUND DEPOSIT | \$100.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$100.00 |
| HERNANDEZ, ABEL | 230414 | 01/09/2017 | R16-102403 | ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT | \$75.00 |
| Remit to: PERRIS, CA | | | | | FYTD: \$75.00 |

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|--------------------------------------|-------------------------|---------------------|-------------------|---|--------------------------|
| HLP, INC. | 19157 | 01/17/2017 | 12716 | WEB LICENSE MONTHLY SERVICE FEE | \$26.60 |
| | 19198 | 01/23/2017 | 12847 | WEB LICENSE MONTHLY SERVICE FEE | \$29.75 |
| Remit to: LITTLETON, CO | | | | | <u>FYTD:</u> \$21,751.20 |
| HORNE, KENNETH | 230415 | 01/09/2017 | MVA020002085 | REFUND-PARKING CITATION OVERPAYMENT | \$57.50 |
| Remit to: PACOIMA, CA | | | | | <u>FYTD:</u> \$57.50 |
| HOUSER, MELANIE JEAN | 19100 | 01/09/2017 | 1014 | TRANSCRIPTION SERVICES-PLANNING COMMISSION MEETINGS-NOV16 | \$138.00 |
| | 19199 | 01/23/2017 | 1015 | TRANSCRIPTION SERVICES-PLANNING COMMISSION MEETINGS-DEC16 | \$142.92 |
| Remit to: ST. PETERSBURG, FL | | | | | <u>FYTD:</u> \$838.32 |
| HUNSAKER & ASSOCIATES IRVINE, INC | 230437 | 01/17/2017 | 16110512 | CONSULTANT PLAN CHECK SVCS-TM31592/PA13-0039 | \$23,831.89 |
| | | 01/17/2017 | 16110513 | CONSULTANT PLAN CHECK SVCS-PM35679/PA07-0084 | |
| | | 01/17/2017 | 16100232 | CONSULTANT PLAN CHECK SVCS-TR 31592/PA13-0039 | |
| | | 01/17/2017 | 16080223 | CONSULTANT PLAN CHECK SVCS-TR 31592/PA13-0039 | |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$50,039.80 |
| INLAND CONTRACTORS, INC. | 19101 | 01/09/2017 | 16123DACO1 | NUISANCE ABATEMENT SVCS-24214 JIMSON PL | \$12,261.88 |
| | 19158 | 01/17/2017 | 16163N | NUISANCE ABATEMENT SVCS-15611 LASSELLE ST #19 | \$860.40 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$13,122.28 |
| INLAND EMPIRE BIKING ALLIANCE | 230377 | 01/09/2017 | 1049 | RIDE MOVAL 2016 CONSULTANT FEES | \$4,249.34 |
| | | 01/09/2017 | 1050 | RIDE MOVAL 2016 T-SHIRTS & DOG TAGS | |
| Remit to: REDLANDS, CA | | | | | <u>FYTD:</u> \$4,249.34 |

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|--|-------------------------|---------------------|-------------------|---|-----------------------|
| INLAND EMPIRE BUSINESS PUBLICATIONS, LLC | 19102 | 01/09/2017 | 52 | 1/2 PAGE ADVERTISEMENT-INLAND EMPIRE BUSINESS REVIEW | \$624.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$4,368.00 |
| INLAND EMPIRE PROPERTY SERVICE, INC | 19067 | 01/03/2017 | 425 | FIRE PREV. NUISANCE ABATEMENT SVC. | \$4,241.25 |
| | | 01/03/2017 | 424 | FIRE PREV. NUISANCE ABATEMENT SVC. | |
| | | 01/03/2017 | 3280 | WEED ABATEMENT/TRASH REMOVAL-LOT BEHIND OLD HOME BASE | |
| | | 01/03/2017 | 426 | FIRE PREV. NUISANCE ABATEMENT SVC. | |
| | 19159 | 01/17/2017 | 3281 | WEED ABATEMENT SVCS-POORMAN'S RESERVOIR | \$2,018.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$38,789.89 |

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|------------------------------|-------------------------|---------------------|-------------------|--|--------------------------|--|------------|
| INLAND OVERHEAD DOOR COMPANY | 230342 | 01/03/2017 | 40593 | ROLL UP DOOR REPAIR-FIRE STATION 99 | \$5,716.46 | | |
| | | 01/03/2017 | 40480 | ROLL UP DOOR REPAIR-FIRE STATION 58 | | | |
| | | 01/03/2017 | 40473 | AUTO GATE REPAIR-FIRE STATION 91 | | | |
| | | 01/03/2017 | 40443 | ROLL UP DOOR REPAIR-SENIOR CTR | | | |
| | | 01/03/2017 | 40336 | ROLL UP DOOR REPAIR-FIRE STATION 65 | | | |
| | | 01/03/2017 | 40569 | ROLL UP DOOR REPAIR-CITY YARD | | | |
| | | 01/03/2017 | 40595 | ROLL UP DOOR/AUTO GATE REPAIR-FIRE STATION 6 | | | |
| | | 01/03/2017 | 40597 | AUTO GATE REPAIR-CITY YARD | | | |
| | | 01/03/2017 | 40599 | AUTO GATE REPAIR-PUBLIC SAFETY BLDG. (GATE 4) | | | |
| | | 01/03/2017 | 40590 | ROLL UP DOOR REPAIR-FIRE STATION 2 | | | |
| | | 230378 | 01/09/2017 | 40457 | | AUTO GATES (2) PREVENTIVE MAINT-FIRE STATION 2 | \$4,684.00 |
| | | 01/09/2017 | 40735 | ROLL UP DOOR SAFETY EDGE REPLACEMENT-FIRE STATION 65 | | | |
| | | 01/09/2017 | 40693 | ROLL UP DOOR B REPLACEMENT-CITY YARD | | | |
| | | 01/09/2017 | 40461 | AUTO GATES (2)/ROLL UP DOORS (10) PREVENTIVE MAINT-CITY YARD | | | |
| Remit to: COLTON, CA | | | | | FYTD: \$22,351.57 | | |
| INSIDE PLANTS, INC. | 19244 | 01/30/2017 | 62267 | PLANT MAINTENANCE SERVICE-OCT. 2016 | \$500.00 | | |
| | | 01/30/2017 | 63346 | PLANT MAINTENANCE SERVICE-JAN. 2017 | | | |
| | | 01/30/2017 | 62919 | PLANT MAINTENANCE SERVICE-DEC. 2016 | | | |
| | | 01/30/2017 | 62414 | PLANT MAINTENANCE SERVICE-NOV. 2016 | | | |
| Remit to: CORONA, CA | | | | | FYTD: \$1,529.00 | | |
| INTERPRETERS UNLIMITED | 19160 | 01/17/2017 | M16M9-13197 | LANGUAGE INTERPRETATION SERVICE | \$14.00 | | |
| Remit to: SAN DIEGO, CA | | | | | FYTD: \$176.00 | | |

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|-------------------------------------|-------------------------|---------------------|-------------------|---|--------------------------|
| IRON MOUNTAIN, INC | 19200 | 01/23/2017 | 201188509 | OFF-SITE DATA STORAGE-DEC16 | \$984.37 |
| Remit to: PASADENA, CA | | | | | FYTD: \$18,904.39 |
| JACK HENRY & ASSOCIATES | 230343 | 01/03/2017 | 2408764 | ONLINE PAYMENT PROCESSING-MVU-OCT16 | \$15.00 |
| | 230438 | 01/17/2017 | 2431796 | ONLINE PAYMENT PROCESSING-MVU-NOV16 | \$15.00 |
| Remit to: MONETT, MO | | | | | FYTD: \$90.00 |
| JACKSON, DESIREE | 19245 | 01/30/2017 | 011417 / 012117 | SPORTS OFFICIATING SERVICES-WINTER YOUTH BASKETBALL | \$135.00 |
| Remit to: HEMET, CA | | | | | FYTD: \$315.00 |
| JACOBS MEDIA SERVICES | 19068 | 01/03/2017 | 9102016 | 2016 STATE OF THE CITY PHOTOGRAPHS | \$648.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$1,188.00 |
| JAMAR TECHNOLOGIES, INC. | 230474 | 01/23/2017 | 0034013 | PURCHASE 4 UNITS TRAFFIC COUNTERS | \$4,392.40 |
| Remit to: HATFIELD, PA | | | | | FYTD: \$4,392.40 |
| JANNEY & JANNEY ATTORNEY SVCS, INC. | 230344 | 01/03/2017 | R105118 | LEGAL COURIER SERVICE | \$216.00 |
| | | 01/03/2017 | 1413217 | LEGAL COURIER SERVICE | |
| | 230475 | 01/23/2017 | 1426329 | LEGAL COURIER SERVICE | \$115.00 |
| | | 01/23/2017 | 1432077 | LEGAL COURIER SERVICE | |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$3,164.70 |
| JOE A. GONSALVES & SON | 19103 | 01/09/2017 | 155371 | STATE LOBBYIST SERVICES-JAN17 | \$3,000.00 |
| Remit to: SACRAMENTO, CA | | | | | FYTD: \$21,090.00 |
| JOHNSON MEZZCAP | 19104 | 01/09/2017 | 1100 | LITE OWLS & E-SERIES EQUIPMENT LEASE-JAN17 | \$2,243.51 |
| | 19246 | 01/30/2017 | 1101 | LITE OWLS & E-SERIES EQUIPMENT LEASE-FEB17 | \$2,243.51 |
| Remit to: DALLAS, TX | | | | | FYTD: \$17,948.08 |

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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> |
|--|-------------------------|---------------------|-------------------|---|---------------------------|
| JOHNSON, TRACY | 230345 | 01/03/2017 | DEC-2016 | INSTRUCTOR SERVICES-SHITO-RYU KARATE CLASSES | \$187.60 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$2,300.40 |
| JTB SUPPLY CO., INC. | 19105 | 01/09/2017 | 101861 | TRAFFIC SIGNAL MAINT. SUPPLIES | \$337.80 |
| Remit to: ORANGE, CA | | | | | <u>FYTD:</u> \$8,533.88 |
| KNOX, KATHY | 230457 | 01/17/2017 | 1420158 | TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT | \$200.00 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$200.00 |
| KOCZANOWICZ, MARTIN D, | 230399 | 01/09/2017 | 1/17-1/20/17 | TRAVEL PER DIEM-2017 NEW MAYORS & COUNCIL MEMBERS ACADEMY | \$224.00 |
| Remit to: GLENDALE, CA | | | | | <u>FYTD:</u> \$1,201.71 |
| LANDCARE USA, LLC | 19161 | 01/17/2017 | 8163047 | LANDSCAPE MAINT-ZONES E-7, SD LMD 01, 01A & 08-DEC16 | \$23,649.23 |
| | | 01/17/2017 | 8163050 | LANDSCAPE MOWING-ZONE A PARKS-DEC16 | |
| | | 01/17/2017 | 8163051 | LANDSCAPE MOWING-CFD #1-DEC16 | |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$227,722.05 |
| LARSEN CONSTRUCTION AND SUPPLY | 230416 | 01/09/2017 | BL#31002-YR2017 | REFUND OF OVERPAYMENT FOR BL#31002 | \$24.50 |
| Remit to: WILLOW SPRINGS, CA | | | | | <u>FYTD:</u> \$24.50 |
| LATITUDE GEOGRAPHICS | 230478 | 01/23/2017 | INV0005134 | GEOCORTEX-TECHNICAL SUPPORT HOURS | \$121.90 |
| Remit to: VICTORIA, BC | | | | | <u>FYTD:</u> \$28,459.55 |
| LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV 1 | 230346 | 01/03/2017 | 1/9/17 MTNG | GENERAL MEETING ATTENDANCE-COUNCIL MEMBER GIBA | \$25.00 |
| | 230440 | 01/17/2017 | 2/13/17 EVENT | GENERAL MEETING ATTENDANCE-6 ATTENDEES | \$150.00 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$495.00 |

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



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CHECKS UNDER \$25,000

| Vendor Name | Check/EFT Number | Payment Date | Inv Number | Invoice Description | Payment Amount |
|--|------------------|--------------|------------|---|-------------------|
| LEE, JERI | 230379 | 01/09/2017 | DEC-2016 | INSTRUCTOR SERVICES-ADAPTIVE ZUMBA CLASS | \$108.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$330.60 |
| LEIVAS, INC. DBA. LEIVAS LIGHTING | 19069 | 01/03/2017 | 237422C | LANDSCAPE LIGHTING ELECTRICAL REPAIRS-LMD ZN 04-MVRE | \$6,224.37 |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$11,112.29 |
| LEVEL 3 COMMUNICATIONS, FORMERLY TW TELCOM | 19070 | 01/03/2017 | 50044363a | INTERNET & DATA SERVICES 12/17/16-1/16/17 | \$4,614.80 |
| | | 01/03/2017 | 50044363 | TELEPHONE SVCS-LOCAL/LONG DISTANCE CALLS 12/17/16-1/16/17 | |
| | 19247 | 01/30/2017 | 50998950 | TELEPHONE SVCS-LOCAL/LONG DISTANCE CALLS 1/17-2/16/17 | \$4,514.04 |
| | | 01/30/2017 | 50998950a | INTERNET & DATA SERVICES 1/17-2/16/17 | |
| Remit to: BROOMFIELD, CO | | | | | FYTD: \$37,213.60 |
| LEXISNEXIS PRACTICE MGMT. | 19201 | 01/23/2017 | 3090768158 | LEGAL RESEARCH TOOLS-NOV16 | \$2,044.50 |
| | | 01/23/2017 | 3090803065 | LEGAL RESEARCH TOOLS-DEC16 | |
| Remit to: MIAMISBURG, OH | | | | | FYTD: \$9,124.50 |
| LIEBERT, CASSIDY, WHITMORE | 230380 | 01/09/2017 | 1432069 | LEGAL SERVICES-NOV. 2016 | \$112.00 |
| | 230530 | 01/30/2017 | 1433562 | LEGAL SERVICES-DEC. 2016 | \$945.00 |
| Remit to: LOS ANGELES, CA | | | | | FYTD: \$16,017.80 |
| LIMON, KARINA | 230501 | 01/23/2017 | R16-103187 | ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS | \$95.00 |
| Remit to: PERRIS, CA | | | | | FYTD: \$95.00 |
| LIN, LINGEN | 230417 | 01/09/2017 | C13479 | REFUND-ADMIN CITATION VIOLATION DISMISSED | \$100.00 |
| Remit to: CORONA, CA | | | | | FYTD: \$100.00 |

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| Vendor Name | Check/EFT Number | Payment Date | Inv Number | Invoice Description | Payment Amount |
|-----------------------------|------------------|--------------|--------------|--|--------------------|
| LOPEZ, ANNA | 230418 | 01/09/2017 | R16-104044 | ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT | \$75.00 |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$75.00 |
| LOPEZ, PATRICIA | 230553 | 01/30/2017 | 1421131 | COTTONWOOD GOLF CTR. RENTAL REFUND DEPOSIT MINUS BALANCE | \$175.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$175.00 |
| LOUDER, OBADIAH | 230419 | 01/09/2017 | R16-104467 | ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT | \$75.00 |
| Remit to: PERRIS, CA | | | | | FYTD: \$75.00 |
| LOVATO, PAUL | 230420 | 01/09/2017 | MV2160503008 | REFUND-PARKING CITATION OVERPAYMENT | \$18.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$18.00 |
| LOZANO SMITH, LLP | 230347 | 01/03/2017 | 2017026 | LEGAL SERVICES-NOV. 2016 RE: WLC PROJECT | \$8,429.13 |
| | | 01/03/2017 | 2017027 | LEGAL SERVICES-NOV. 2016 RE: WLC PROJECT | |
| Remit to: FRESNO, CA | | | | | FYTD: \$194,427.35 |

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| Vendor Name | Check/EFT Number | Payment Date | Inv Number | Invoice Description | Payment Amount |
|------------------------------|------------------|--------------|---|--|--------------------|
| LYONS SECURITY SERVICE, INC | 19071 | 01/03/2017 | 23470 | SECURITY GUARD SVCS-COTTONWOOD GOLF CTR SPECIAL EVENTS-NOV16 | \$10,676.74 |
| | | 01/03/2017 | 23417 | SECURITY GUARD SVCS-CITY HALL-OCT16 | |
| | 19106 | 01/03/2017 | 23468 | SECURITY GUARD SVCS-CITY HALL-NOV16 | |
| | | 01/09/2017 | 23543 | SECURITY GUARD SVCS-CITY HALL-DEC16 | \$13,044.74 |
| | | 01/09/2017 | 23544 | SECURITY GUARD SVCS-LIBRARY-DEC16 | |
| | | 01/09/2017 | 23547 | SECURITY GUARD SVCS-CRC-DEC16 | |
| | | 01/09/2017 | 23548 | SECURITY GUARD SVCS-CRC SPECIAL EVENTS-DEC16 | |
| | | 01/09/2017 | 23549 | SECURITY GUARD SVCS-SENIOR CTR SPECIAL EVENTS-DEC16 | |
| | 19163 | 01/09/2017 | 23474 | SECURITY GUARD SVCS-SENIOR CTR SPECIAL EVENTS-NOV16 | |
| | | 01/17/2017 | 23545 | SECURITY GUARD SVCS-COTTONWOOD GOLF CTR SPECIAL EVENTS-DEC16 | \$986.47 |
| 19248 | 01/17/2017 | 23546 | SECURITY GUARD SVCS-TOWNGATE COMM. CTR SPECIAL EVENTS-DEC16 | | |
| | | 23548-BAL | SECURITY GUARD SVCS-CRC SPECIAL EVENTS-DEC16 ADDL. | \$16.51 | |
| Remit to: ANAHEIM, CA | | | | | FYTD: \$104,450.00 |
| M & M SHEET METAL | 230421 | 01/09/2017 | BL#19477-YR2017 | REFUND OF OVERPAYMENT FOR BL#19477 | \$32.00 |
| Remit to: CANYON COUNTRY, CA | | | | | FYTD: \$32.00 |
| MAIRENA, JOSE | 230502 | 01/23/2017 | R16-103186 | ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS | \$95.00 |
| Remit to: PERRIS, CA | | | | | FYTD: \$95.00 |
| MARCH FIELD AIR MUSEUM | 230441 | 01/17/2017 | 2/17/17 EVENT | PAINT THE NIGHT AWAY EVENT REGIS.-MAYOR PRO TEM BACA | \$35.00 |
| Remit to: MARCH ARB, CA | | | | | FYTD: \$35.00 |

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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> |
|---------------------------------|-------------------------|---------------------|-------------------|--------------------------------------|-----------------------|
| MARCH JOINT POWERS AUTHORITY | 230381 | 01/09/2017 | 40517 | MARCH JPA - HEACOCK CHANNEL | \$14,953.80 |
| | 230382 | 01/09/2017 | 41257 | GAS CHARGES-M.A.R.B./BLDG. 938-OCT16 | \$8.97 |
| | | 01/09/2017 | 41244 | GAS CHARGES-M.A.R.B./BLDG. 938-SEP16 | |
| | | 01/09/2017 | 41254 | GAS CHARGES-M.A.R.B./BLDG. 823-OCT16 | |
| | | 01/09/2017 | 41241 | GAS CHARGES-M.A.R.B./BLDG. 823-SEP16 | |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$47,961.66 |

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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. | 19072 | 01/03/2017 | 75113 | LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91, & 99-NOV16 | \$4,631.60 |
| | | 01/03/2017 | 75108 | LANDSCAPE MAINT.-CITY HALL-NOV16 | |
| | | 01/03/2017 | 75111 | LANDSCAPE MAINT.-VETERAN'S MEMORIAL-NOV16 | |
| | 19107 | 01/09/2017 | 75112 | LANDSCAPE MAINT.-ANNEX 1-NOV16 | \$2,633.78 |
| | | | 74857 | ADJUSTMENT BILLING FOR 2% INCREASE NOT BILLED JUL-SEP 2016 | |
| | | | 74451 | LANDSCAPE MAINT.-ELECTRIC SUBSTATION-SEP16 | |
| | | | 74054 | LANDSCAPE MAINT.-UTILITY FIELD OFFICE-AUG16 | |
| | | | 74050 | LANDSCAPE MAINT.-ELECTRIC SUBSTATION-AUG16 | |
| | | | 74873 | LANDSCAPE MAINT.-ELECTRIC SUBSTATION-OCT16 | |
| | | | 74877 | LANDSCAPE MAINT.-UTILITY FIELD OFFICE-OCT16 | |
| | | | 75105 | LANDSCAPE MAINT.-ELECTRIC SUBSTATION-NOV16 | |
| | | | 75110 | LANDSCAPE MAINT.-UTILITY FIELD OFFICE-NOV16 | |
| | | | 74455 | LANDSCAPE MAINT.-UTILITY FIELD OFFICE-SEP16 | |

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For Period 1/1/2017 through 1/31/2017**

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> |
|--|-------------------------|---------------------|-------------------|--|-----------------------|
| MARIPOSA HORTICULTURAL ENTERPRISES, INC. | 19202 | 01/23/2017 | 75523 | LANDSCAPE MAINT.-NORTH AQUEDUCT-DEC16 | \$18,841.62 |
| | | 01/23/2017 | 75519 | LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-DEC16 | |
| | | 01/23/2017 | 75541 | LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-DEC16 | |
| | | 01/23/2017 | 75524 | LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-DEC16 | |
| | | 01/23/2017 | 75522 | LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-DEC16 | |
| | | 01/23/2017 | 75527 | LANDSCAPE MAINT.-AQUEDUCT/SCE & OLD LAKE DRIVE-DEC16 | |
| | | 01/23/2017 | 75520 | LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-DEC16 | |
| | | 01/23/2017 | 75130 | LANDSCAPE EXTRA WORK-NOV16-PLANTING WORK AT CONFERENCE & REC CTR | |
| | | 01/23/2017 | 75518 | LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-DEC16 | |
| | | 01/23/2017 | 75535 | LANDSCAPE MAINT.-SENIOR CENTER-DEC16 | |
| | | 01/23/2017 | 75525 | LANDSCAPE MAINT.-SOUTH AQUEDUCT A-DEC16 | |
| | | 01/23/2017 | 75540 | LANDSCAPE MAINT.-VETERAN'S MEMORIAL-DEC16 | |
| | | 01/23/2017 | 75531 | LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-DEC16 | |
| | | 01/23/2017 | 75587 | LANDSCAPE EXTRA WORK-DEC16-REPLACE 11 BROKEN SPRINKLER HEADS | |
| | | 01/23/2017 | 75533 | LANDSCAPE MAINT.-LIBRARY-DEC16 | |
| | | 01/23/2017 | 75529 | LANDSCAPE MAINT.-ASES ADMIN. BUILDING-DEC16 | |
| | | 01/23/2017 | 75538 | LANDSCAPE MAINT.-CITY HALL-DEC16 | |
| | | 01/23/2017 | 75530 | LANDSCAPE MAINT.-CITY YARD-DEC16 | |
| | | 01/23/2017 | 75537 | LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91 & 99-DEC16 | |
| | | 01/23/2017 | 75526 | LANDSCAPE MAINT.-SOUTH AQUEDUCT B-DEC16 | |
| | | 01/23/2017 | 75534 | LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-DEC16 | |
| | | 01/23/2017 | 75521 | LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DELPHINIUM/PERHAM TO JFK-DEC16 | |
| | | 01/23/2017 | 75528 | LANDSCAPE MAINT.-ANIMAL SHELTER-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> |
|--|-------------------------|---------------------|-------------------|---|-----------------------|
| MARIPOSA HORTICULTURAL ENTERPRISES, INC. | | 01/23/2017 | 75539 | LANDSCAPE MAINT.-ANNEX 1-DEC16 | |
| Remit to: IRWINDALE, CA | | | | | FYTD: \$357,823.33 |
| MARQUEZ, DAVID | 230453 | 01/17/2017 | 1/17-1/20/17 | TRAVEL PER DIEM-2017 NEW MAYORS & COUNCIL MEMBERS ACADEMY | \$224.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$224.00 |
| MARZOLA CONSTRUCTION CO, INC | 230422 | 01/09/2017 | BL#19012-YR2017 | REFUND OF OVERPAYMENT FOR BL#19012 | \$25.50 |
| Remit to: LA MIRADA, CA | | | | | FYTD: \$25.50 |
| MCKINLEY ELEVATOR CORPORATION | 230531 | 01/30/2017 | A088290-IN | WHEELCHAIR LIFT REPAIRS AT SENIOR CENTER | \$3,767.08 |
| Remit to: IRVINE, CA | | | | | FYTD: \$3,767.08 |

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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> |
|----------------------------------|-------------------------|---------------------|-------------------|--|---------------------------|
| MERCHANTS LANDSCAPE SERVICES INC | 19108 | 01/09/2017 | 48727 | LANDSCAPE MAINT.-ZONES M & S-OCT 2016 | \$24,381.65 |
| | | 01/09/2017 | 48719 | LANDSCAPE MAINT.-SD LMD ZN 03 & 03A-OCT 2016 | |
| | | 01/09/2017 | 48728 | LANDSCAPE MAINT.-SD LMD ZN 04-OCT 2016 | |
| | 19165 | 01/17/2017 | 48885 | LANDSCAPE MAINT.-SD LMD ZN 04-NOV 2016 | \$24,381.65 |
| | | 01/17/2017 | 48884 | LANDSCAPE MAINT.-ZONES M & S-NOV 2016 | |
| | | 01/17/2017 | 48876 | LANDSCAPE MAINT.-SD LMD ZN 03 & 03A-NOV 2016 | |
| | 19249 | 01/30/2017 | 48886 | LANDSCAPE MAINT.-ZONES E-8, SD LMD ZN 05, 06 & 07-NOV 2016 | \$15,742.70 |
| | | 01/30/2017 | 48729 | LANDSCAPE MAINT.-ZONES E-8, SD LMD ZN 05, 06 & 07-OCT 2016 | |
| | | 01/30/2017 | 48973 | IRRIGATION REPAIRS-ZONES M, SD LMD ZN 03 & 04-NOV 2016 | |
| | | 01/30/2017 | 48972 | LANDSCAPE EXTRA WORK-NOV16-SD LMD ZN 04/INSTALL NEW ELECT. BOXES | |
| Remit to: MONTEREY PARK, CA | | | | | <u>FYTD:</u> \$223,062.90 |
| MICHAEL BAKER INTERNATIONAL, INC | 19203 | 01/23/2017 | 960731 | CONSULTANT PLAN CHECK SVCS/PA15-0035 (PM 36986) TRACT MAP REVIEW | \$252.00 |
| Remit to: LOS ANGELES, CA | | | | | <u>FYTD:</u> \$804,003.83 |
| MILLER, ELIZABETH | 230458 | 01/17/2017 | R17-105465 | ANIMAL SERVICES REFUND-RABIES DEPOSIT | \$20.00 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$20.00 |
| MILLSAP, SHARON | 230503 | 01/23/2017 | R16-103250 | ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT | \$75.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$75.00 |

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|-----------------------------------|-------------------------|---------------------|-------------------|--|--------------------------|
| MIRACLE RECREATION EQUIPMENT | 19166 | 01/17/2017 | 780775 | PLAYGROUND EQUIPMENT PARTS-CELEBRATION PARK | \$4,315.26 |
| | | 01/17/2017 | 780777 | PLAYGROUND EQUIPMENT PARTS-COLLEGE PARK | |
| | | 01/17/2017 | 780776 | PLAYGROUND EQUIPMENT PARTS-COLLEGE PARK | |
| | | 01/17/2017 | 782110 | PLAYGROUND EQUIPMENT PARTS-CELEBRATION PARK | |
| | | 01/17/2017 | 779341 | PLAYGROUND EQUIPMENT PARTS-TOWNGATE PARK | |
| Remit to: DALLAS, TX | | | | | FYTD: \$9,707.28 |
| MONTGOMERY PLUMBING INC | 230348 | 01/03/2017 | 112816 | EMERG. SERVICE-MAINLINE SEPTIC TANK BLOCKAGE-UTILITY FIELD OFF. | \$13,245.00 |
| | | 01/03/2017 | 121216 | INSTALL 80' SOLID DRAIN LINE & LEACH LINES FOR SEPTIC AT MVU UFO | |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$27,005.00 |
| MONTGOMERY, BRIDGETTE | 19109 | 01/09/2017 | 12/1/16 | MILEAGE REIMBURSEMENT-PERMA ANNUAL BOARD OF DIRECTOR'S MEETING | \$46.98 |
| Remit to: YUCAIPA, CA | | | | | FYTD: \$542.24 |
| MORALES, MARLEY | 230459 | 01/17/2017 | R17-105404 | ANIMAL SERVICES REFUND-RABIES DEPOSIT | \$20.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$20.00 |
| MORELOS, ISELA | 230358 | 01/03/2017 | 1417775 | SENIOR CTR. RENTAL REFUND | \$1,921.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$1,921.00 |
| MORENO VALLEY CHAMBER OF COMMERCE | 230349 | 01/03/2017 | 1/27/17 EVENT | 2017 INSTALLATION & AWARDS BANQUET-COUNCIL MEMBER GIBA | \$75.00 |
| | 230532 | 01/30/2017 | 5269 | GOLD CHAIRMAN'S CIRCLE MEMBERSHIP | \$10,000.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$11,525.00 |

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|--|------------------|--------------|------------------|---|--------------------|
| MORENO VALLEY HISTORICAL SOCIETY | 230533 | 01/30/2017 | 4/7/17 EVENT | GOLDEN YEARS SPONSOR-HOME SWEET HOME DINNER/AUCTION EVENT | \$1,000.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$1,000.00 |
| MORENO VALLEY UTILITY | 230479 | 01/23/2017 | 7013411-01/DEC16 | ELECTRICITY-UTILITY FIELD OFFICE | \$78.03 |
| Remit to: HEMET, CA | | | | | FYTD: \$576,301.69 |
| MOST DEPENDABLE FOUNTAINS, INC | 230442 | 01/17/2017 | INV44133 | CUSTOM ADA PET FOUNTAIN | \$5,341.60 |
| Remit to: ARLINGTON, TN | | | | | FYTD: \$5,341.60 |
| MUSICSTAR | 230350 | 01/03/2017 | DEC-2016 | INSTRUCTOR SERVICES-GUITAR & PIANO FOR KIDS CLASSES | \$432.00 |
| | 230534 | 01/30/2017 | JAN-2017 | INSTRUCTOR SERVICES-PIANO FOR KIDS CLASSES | \$378.00 |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$7,653.60 |
| N P G CORPORATION | 19204 | 01/23/2017 | 1115361 | CONSTRUCTION OF 7 ASPHALT SPEED BUMPS AT SENIOR CENTER | \$6,980.00 |
| Remit to: PERRIS, CA | | | | | FYTD: \$7,330.00 |
| NAMEKATA, DOUGLAS | 19073 | 01/03/2017 | DEC-2016 | INSTRUCTOR SERVICES-SHITO-RYU KARATE CLASSES | \$187.60 |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$2,300.40 |
| NAMEKATA, JAMES | 19074 | 01/03/2017 | DEC-2016 | INSTRUCTOR SERVICES-SHITO-RYU KARATE CLASSES | \$187.60 |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$2,300.40 |
| NATIONWIDE COST RECOVERY SERVICES, LLC | 19250 | 01/30/2017 | MV M16-A | CONSULTANT SERVICES-FORECLOSURE REGISTRATION PROGRAM | \$13,120.00 |
| Remit to: DIAMOND BAR, CA | | | | | FYTD: \$155,840.00 |

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|---------------------------------|-------------------------|---------------------|-------------------|---|---------------------------|
| NEW HORIZON MOBILE HOME PARK | 19168 | 01/17/2017 | DECEMBER 2016 | UUT REFUNDS | \$6.22 |
| Remit to: LOS ANGELES, CA | | | | | <u>FYTD:</u> \$33.98 |
| NEW IMAGE COMMERCIAL FLOORING | 19110 | 01/09/2017 | 14445 | MOISTURE TEST-FIRE STATION #99 | \$150.00 |
| Remit to: SAN BERNARDINO, CA | | | | | <u>FYTD:</u> \$4,813.93 |
| OVERLAND PACIFIC & CUTLER, INC. | 19205 | 01/23/2017 | 1612030 | ON-CALL RIGHT-OF-WAY CONSULTANT SERVICES | \$1,102.50 |
| Remit to: LONG BEACH, CA | | | | | <u>FYTD:</u> \$9,155.00 |
| PACIFIC ALARM SERVICE, INC | 19169 | 01/17/2017 | R 126268 | BURGLAR ALARM SYSTEM RENT/SERVICE/MONITORING-MVU SUBSTATION-JAN17 | \$244.00 |
| Remit to: BEAUMONT, CA | | | | | <u>FYTD:</u> \$1,708.00 |
| PARSONS BRINCKERHOFF, INC | 19170 | 01/17/2017 | AR-686032 | SUNNYMEAD MDP LINE F & F7-CONSULTANT SERVICES | \$17,615.21 |
| Remit to: SAN BERNARDINO, CA | | | | | <u>FYTD:</u> \$132,737.84 |
| PARTIDA, MARIA | 230504 | 01/23/2017 | R16-104383 | ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT | \$75.00 |
| Remit to: SAN BERNARDINO, CA | | | | | <u>FYTD:</u> \$75.00 |

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



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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> | |
|-----------------------------|-------------------------|---------------------|-------------------|---|---|----------|
| PAW PERFECTION PET GROOMING | 19111 | 01/09/2017 | 197283 | GROOMING SERVICES FOR MV ANIMAL SHELTER | \$2,045.00 | |
| | | 01/09/2017 | 197276 | GROOMING SERVICES FOR MV ANIMAL SHELTER | | |
| | | 01/09/2017 | 197290 | GROOMING SERVICES FOR MV ANIMAL SHELTER | | |
| | | 01/09/2017 | 197266 | GROOMING SERVICES FOR MV ANIMAL SHELTER | | |
| | | 01/09/2017 | 197268 | GROOMING SERVICES FOR MV ANIMAL SHELTER | | |
| | | 01/09/2017 | 197269 | GROOMING SERVICES FOR MV ANIMAL SHELTER | | |
| | | 01/09/2017 | 197270 | GROOMING SERVICES FOR MV ANIMAL SHELTER | | |
| | | 01/09/2017 | 197271 | GROOMING SERVICES FOR MV ANIMAL SHELTER | | |
| | | 01/09/2017 | 197272 | GROOMING SERVICES FOR MV ANIMAL SHELTER | | |
| | | 01/09/2017 | 197286 | GROOMING SERVICES FOR MV ANIMAL SHELTER | | |
| | | 01/09/2017 | 197277 | GROOMING SERVICES FOR MV ANIMAL SHELTER | | |
| | | 01/09/2017 | 197289 | GROOMING SERVICES FOR MV ANIMAL SHELTER | | |
| | | 01/09/2017 | 197273 | GROOMING SERVICES FOR MV ANIMAL SHELTER | | |
| | | 01/09/2017 | 197284 | GROOMING SERVICES FOR MV ANIMAL SHELTER | | |
| | | 01/09/2017 | 197278 | GROOMING SERVICES FOR MV ANIMAL SHELTER | | |
| | | 01/09/2017 | 197282 | GROOMING SERVICES FOR MV ANIMAL SHELTER | | |
| | | 01/09/2017 | 197281 | GROOMING SERVICES FOR MV ANIMAL SHELTER | | |
| | | 01/09/2017 | 197280 | GROOMING SERVICES FOR MV ANIMAL SHELTER | | |
| | | 19206 | 01/23/2017 | 197292 | GROOMING SERVICES FOR MV ANIMAL SHELTER | \$175.00 |
| | | | | 197291 | GROOMING SERVICES FOR MV ANIMAL SHELTER | |

Remit to: MORENO VALLEY, CA FYTD: \$2,220.00

| | | | | | |
|------------------------------|-------|------------|--------|--|------------|
| PERCEPTIVE ENTERPRISES, INC. | 19207 | 01/23/2017 | MVL-27 | DISADVANTAGE BUSINESS ENTERPRISE-CONSULTANT SERVICES-CAPITAL PROJECTS INFRASTRUCTURE | \$4,080.00 |
|------------------------------|-------|------------|--------|--|------------|

Remit to: LOS ANGELES, CA FYTD: \$13,950.00

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|-----------------------------|-------------------------|---------------------|-------------------|--|---------------------------|
| PERMA | 19208 | 01/23/2017 | 12/20/16 INV | REIMB. OF LIABILITY CLAIM PAYMENTS-MV1617, MV1665 & MV1703 | \$4,740.08 |
| Remit to: PALM DESERT, CA | | | | | FYTD: \$491,160.60 |
| PETTY CASH - FINANCE | 230400 | 01/09/2017 | DEC 2016 | PETTY CASH FUND REPLENISHMENT | \$70.43 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$2,769.39 |
| PLACEWORKS, INC | 19112 | 01/09/2017 | 61029 | LOGISTICS CENTERS EIR PEER REVIEW SERVICES-NOV16 | \$2,381.70 |
| | 19209 | 01/23/2017 | 61144 | LOGISTICS CENTER EIR PEER REVIEW SERVICES-DEC16 | \$1,114.35 |
| Remit to: SANTA ANA, CA | | | | | FYTD: \$3,883.65 |
| PROCTOR & GAMBLE | 230466 | 01/17/2017 | FA16-1731 | REFUND-FIRE INSPECTION FEES OVERPAYMENT | \$1,709.40 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$1,709.40 |

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|---------------------------|-------------------------|--|-------------------|--|-----------------------|
| PRUDENTIAL OVERALL SUPPLY | 19113 | 01/09/2017 | 22352500 | UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF | \$403.96 |
| | | 01/09/2017 | 22351889 | UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF | |
| | | 01/09/2017 | 22355314 | UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF | |
| | | 01/09/2017 | 22355315 | UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF | |
| | | 01/09/2017 | 22355319 | UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF | |
| | | 01/09/2017 | 22358776 | UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF | |
| | | 01/09/2017 | 22351884 | UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF | |
| | | 01/09/2017 | 22358780 | UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF | |
| | | 01/09/2017 | 22358781 | UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF | |
| | | 01/09/2017 | 22359091 | UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF | |
| | | 01/09/2017 | 22358777 | UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF | |
| | | 01/09/2017 | 22355921 | UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF | |
| | | 01/09/2017 | 22355318 | UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF | |
| | | 01/09/2017 | 22351871 | UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF | |
| | | 01/09/2017 | 22345045 | UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF | |
| | | 01/09/2017 | 22348467 | UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF | |
| | | 01/09/2017 | 22348468 | UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF | |
| | | 01/09/2017 | 22348474 | UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF | |
| | | 01/09/2017 | 22348478 | UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF | |
| | | 01/09/2017 | 22349054 | UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF | |
| 01/09/2017 | 22361934 | UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF | | | |
| 01/09/2017 | 22351873 | UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF | | | |

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|---------------------------|-------------------------|---------------------|-------------------|---|-----------------------|
| PRUDENTIAL OVERALL SUPPLY | 19171 | 01/17/2017 | 22355317 | UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF | \$301.78 |
| | | 01/17/2017 | 22355316 | UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF | |
| | | 01/17/2017 | 22358784 | UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF | |
| | | 01/17/2017 | 22355326 | UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF | |
| | | 01/17/2017 | 22358785 | UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF | |
| | | 01/17/2017 | 22358783 | UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF | |
| | | 01/17/2017 | 22355322 | UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF | |
| | | 01/17/2017 | 22355323 | UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF | |
| | | 01/17/2017 | 22355324 | UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF | |
| | | 01/17/2017 | 22358779 | UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF | |
| | | 01/17/2017 | 22358778 | UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF | |
| | | 01/17/2017 | 22358787 | UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF | |

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|---------------------------|-------------------------|---------------------|-------------------|---|-----------------------|
| PRUDENTIAL OVERALL SUPPLY | 19210 | 01/23/2017 | 22361939 | UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF | \$974.84 |
| | | 01/23/2017 | 22355321 | UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF | |
| | | 01/23/2017 | 22365960 | UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF | |
| | | 01/23/2017 | 22365956 | UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF | |
| | | 01/23/2017 | 22365957 | UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF | |
| | | 01/23/2017 | 22361940 | UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF | |
| | | 01/23/2017 | 22361944 | UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF | |
| | | 01/23/2017 | 22355325 | UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF | |
| | | 01/23/2017 | 22338028 | UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF | |
| | | 01/23/2017 | 22361943 | UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF | |
| | | 01/23/2017 | 22365959 | UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF | |
| | | 01/23/2017 | 22365952 | UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF | |
| | | 01/23/2017 | 22338024 | UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF | |
| | | 01/23/2017 | 22338019 | UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF | |
| | | 01/23/2017 | 22338018 | UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF | |
| | | 01/23/2017 | 22361936 | UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF | |
| | | 01/23/2017 | 22365958 | UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF | |
| | | 01/23/2017 | 22369345 | UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF | |
| | | 01/23/2017 | 22358782 | UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF | |
| | | 01/23/2017 | 22369342 | UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF | |
| | | 01/23/2017 | 22369341 | UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF | |
| | | 01/23/2017 | 22365961 | UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF | |
| | | 01/23/2017 | 22361935 | UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF | |
| | | 01/23/2017 | 22369337 | UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF | |
| | | 01/23/2017 | 22369343 | UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF | |

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|---------------------------|-------------------------|---------------------|--|---|-----------------------|
| PRUDENTIAL OVERALL SUPPLY | | 01/23/2017 | 22338025 | UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF | |
| | | 01/23/2017 | 22369336 | UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF | |
| | | 01/23/2017 | 22361942 | UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF | |
| | | 01/23/2017 | 22361941 | UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF | |
| | | 01/23/2017 | 22338026 | UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF | |
| | | 01/23/2017 | 22365953 | UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF | |
| | | 01/23/2017 | 22358786 | UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF | |
| | 19251 | 01/30/2017 | 22365954 | UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF | \$91.96 |
| | | 01/30/2017 | 22361938 | UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF | |
| | | 01/30/2017 | 22361937 | UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF | |
| | 01/30/2017 | 22365955 | UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF | | |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$10,771.92 |
| PSOMAS | 19172 | 01/17/2017 | 125836 | KITCHING SUBSTATION CHANNEL 12KV CIRCUIT #1 PROJECT SERVICES | \$11,100.00 |
| | | 01/17/2017 | 125831 | KITCHING ELECTRICAL SUBSTATION & SWITCHYARD PROJECT SERVICES | |
| | | 01/17/2017 | 125096 | KITCHING ELECTRICAL SUBSTATION & SWITCHYARD PROJECT SERVICES | |
| | | 01/17/2017 | 125097 | KITCHING SUBSTATION CHANNEL 12KV CIRCUIT #1 PROJECT SERVICES | |
| | 19211 | 01/23/2017 | 125080 | ALESSANDRO BLVD./ELSWORTH ST. INTERSECTION-DESIGN SERVICES | \$5,602.40 |
| Remit to: LOS ANGELES, CA | | | | | FYTD: \$43,222.90 |

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|-----------------------------|-------------------------|---------------------|-------------------|--|--------------------------|
| PW ENHANCEMENT CENTER | 19075 | 01/03/2017 | 7/JUL-2016 | EMERGENCY SOLUTIONS PROGRAM SUBGRANTEE PAYMENT | \$13,232.08 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$48,932.59 |
| RAMIREZ, LAURA | 230554 | 01/30/2017 | 1421129 | TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT | \$200.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$200.00 |
| RAMIREZ, MARIA | 230505 | 01/23/2017 | R16-097757,758 | ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT | \$75.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$375.00 |
| RAMOS, DIANA | 230359 | 01/03/2017 | 1418200 | COTTONWOOD GOLF CTR. RENTAL REFUND DEPOSIT | \$200.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$200.00 |
| RAMOS, ROBERTO | 19212 | 01/23/2017 | JAN-2017 | INSTRUCTOR SERVICES-SPANISH, KINDER KARATE & TAE KWON DO CLASSES | \$590.10 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$7,324.80 |
| RANCHO BELAGO DANCE COMPANY | 19173 | 01/17/2017 | DEC-2016 | INSTRUCTOR SERVICES-DANCE CLASSES | \$72.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$1,028.00 |
| RCCD FOUNDATION | 230443 | 01/17/2017 | 1/13/17 EVENT | MARTIN LUTHER KING SCHOLARSHIP BREAKFAST-COUNCIL MEMBER GIBA | \$75.00 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$75.00 |
| RE ASTORIA 2 LLC | 19213 | 01/23/2017 | 00004 | RENEWABLE ENERGY-MV UTILITY-DEC16 | \$10,891.07 |
| Remit to: SAN FRANCISCO, CA | | | | | <u>FYTD:</u> \$38,109.30 |
| REGALADO, BLANCA E | 19252 | 01/30/2017 | JAN-2017 | INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES | \$132.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$3,483.01 |

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|---|-------------------------|---------------------|-------------------|---|--------------------------|
| REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE | 19114 | 01/09/2017 | S597292 | LINENS RENTAL FOR CRC SPECIAL EVENTS | \$127.43 |
| | | 01/09/2017 | 12014308 | LINENS RENTAL FOR CRC BALLROOM | |
| | | 01/09/2017 | 12008562 | LINENS RENTAL FOR CRC BALLROOM | |
| | | 01/09/2017 | 12003660 | LINENS RENTAL FOR CRC BALLROOM | |
| | 19174 | 01/17/2017 | S598803 | LINENS RENTAL FOR CRC SPECIAL EVENTS | \$168.07 |
| | | 01/17/2017 | 12018574 | LINENS RENTAL FOR CRC BALLROOM | |
| | | 01/17/2017 | S598293 | LINENS RENTAL FOR CRC SPECIAL EVENTS | |
| | 19253 | 01/30/2017 | S601517 | LINENS RENTAL FOR CRC SPECIAL EVENTS | \$165.61 |
| | | 01/30/2017 | 12029555 | LINENS RENTAL FOR CRC BALLROOM | |
| | | 01/30/2017 | S601522 | LINENS RENTAL FOR CRC SPECIAL EVENTS | |
| Remit to: LOS ANGELES, CA | | | | | <u>FYTD:</u> \$2,093.55 |
| RESOURCE ACTION PROGRAMS | 230480 | 01/23/2017 | 11301630987-1763 | LIVINGWISE SCHOOL KIT PROGRAM-MVU | \$4,554.00 |
| Remit to: SPARKS, NV | | | | | <u>FYTD:</u> \$4,554.00 |
| RHA LANDSCAPE ARCHITECTS- PLANNERS | 230481 | 01/23/2017 | 1216017 | SHADOW MOUNTAIN PARK PLAYGROUND PROJECT-DESIGN SERVICES | \$539.63 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$4,655.60 |
| RICHARD, ROLAND | 230460 | 01/17/2017 | 1419482 | REFUND CLASS CANCELLED DUE TO LOW REGISTRATION | \$52.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$227.00 |
| RICK ENGINEERING COMPANY | 19115 | 01/09/2017 | 52411 | RECHE VISTA DR. REALIGNMENT-SURVEY SERVICES | \$1,050.00 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$37,900.00 |

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|--|-------------------------|---------------------|-------------------|--|--------------------------|
| RIGHTWAY SITE SERVICES, INC. | 230384 | 01/09/2017 | 159078 | PORTABLE RESTROOM RENTAL-PSB CAR WASH AREA | \$113.90 |
| | 230444 | 01/17/2017 | 162935 | PORTABLE RESTROOM RENTAL-PSB CAR WASH AREA | \$113.90 |
| | 230482 | 01/23/2017 | 163694 | PORTABLE RESTROOMS RENTAL-MARCH MIDDLE SCHOOL | \$796.74 |
| | | 01/23/2017 | 163693 | PORTABLE RESTROOMS RENTAL-EQUESTRIAN CTR. | |
| | | 01/23/2017 | 163692 | PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF COURSE | |
| | | 01/23/2017 | 163699 | PORTABLE RESTROOM RENTAL-M&O @ CITY YARD | |
| Remit to: LAKE ELSINORE, CA | | | | | FYTD: \$6,693.42 |
| RIVERSIDE AREA RAPE CRISIS CENTER | 230536 | 01/30/2017 | JULY2016-01 | CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM | \$816.62 |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$3,842.41 |
| RIVERSIDE COUNTY HABITAT CONSERVATION | 230385 | 01/09/2017 | 4TH QTR 2016 | STEPHEN'S KANGAROO RAT MITIGATION FEES FOR QTR ENDING 12/31/16 | \$7,350.00 |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$16,380.00 |
| RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT) | 230351 | 01/03/2017 | IT000000403 | VPN CONNECTION FOR CODE ENFORCEMENT STAFF-NOV16 | \$18.20 |
| | 230537 | 01/30/2017 | IT0000000476 | VPN CONNECTION FOR CODE ENFORCEMENT STAFF-DEC16 | \$13.65 |
| Remit to: RIVERSIDE, CA | | | | | FYTD: \$131.95 |
| ROMAN TINT, INC | 19116 | 01/09/2017 | 2137 | REPLACE REFLECTIVE SOLAR FILM ON WINDOW-ANNEX 1/MVU LOBBY | \$389.70 |
| | | 01/09/2017 | 2136 | ANTI-GRAFFITI WINDOW FILM REPLACEMENT-EMPLOYMENT RESOURCE CTR. | |
| | 19214 | 01/23/2017 | 2139 | PROVIDE & INSTALL ANTI-GRAFFITI FILM ON WINDOWS-LIBRARY | \$1,881.39 |
| Remit to: RIALTO, CA | | | | | FYTD: \$8,201.46 |

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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> |
|---------------------------------|-------------------------|---------------------|-------------------|---|--------------------------|
| RSG, INC | 19117 | 01/09/2017 | 1001991 | AFFORDABLE MULTI-FAMILY RENTAL COMPLIANCE MONITORING SVCS-NOV16 | \$2,002.50 |
| Remit to: SANTA ANA, CA | | | | | FYTD: \$34,321.24 |
| SAFEWAY SIGN CO. | 19077 | 01/03/2017 | 8882 | TRAFFIC SIGNS & HARDWARE | \$3,394.44 |
| | 19254 | 01/30/2017 | 8912 | TRAFFIC SIGNS & HARDWARE | \$183.05 |
| Remit to: ADELANTO, CA | | | | | FYTD: \$34,747.18 |
| SALAHUDDIN, MOHAMMED | 230506 | 01/23/2017 | 1420281 | CONFERENCE & REC. CTR. RENTAL REFUND DEPOSIT MINUS AMOUNT DUE | \$441.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$1,317.00 |
| SALAS, ALBERTO | 230423 | 01/09/2017 | C13784 | REFUND-ADMIN CITATION OVERPAYMENT | \$100.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$100.00 |
| SANTISTEVAN, JASON | 230454 | 01/17/2017 | 1/22-1/26/17 | TRAVEL PER DIEM-K9 CNCA LAW ENFORCEMENT TRAINING INSTITUTE | \$224.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$224.00 |
| SCHIEFELBEIN, LORI C. | 230386 | 01/09/2017 | DEC 2016 | CONSULTANT SERVICES-ROTATIONAL TOW SERVICE PROGRAM | \$1,086.25 |
| Remit to: BULLHEAD CITY, AZ | | | | | FYTD: \$7,782.50 |
| SCOTT FAZEKAS & ASSOCIATES, INC | 230483 | 01/23/2017 | 19267 | PLAN CHECK SERVICES FOR BLDG. & SAFETY-NOV16 | \$6,551.24 |
| | | 01/23/2017 | 19188 | PLAN CHECK SERVICES FOR BLDG. & SAFETY-OCT16 | |
| Remit to: IRVINE, CA | | | | | FYTD: \$17,494.29 |

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



**City of Moreno Valley
Payment Register
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|-------------------------------|-------------------------|---------------------|-------------------|--|--------------------------|
| SECURITY LOCK & KEY | 19215 | 01/23/2017 | 28096 | LOCK REPAIRS FOR CFD #1-CELEBRATION PARK | \$510.92 |
| | | 01/23/2017 | 28030 | LOCK REPAIRS FOR PARKS-JFK PARK | |
| | | 01/23/2017 | 28138 | LOCK REPAIRS FOR PARKS-GATEWAY PARK | |
| | | 01/23/2017 | 28053 | LOCK REPAIRS FOR PARKS-TOWNGATE PARK MEN'S RESTROOM | |
| Remit to: YUCAIPA, CA | | | | | <u>FYTD:</u> \$9,047.28 |
| SHOUSE, JOSEPH | 230424 | 01/09/2017 | R16-104962 | ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSIT | \$95.00 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$95.00 |
| SIGNS BY TOMORROW | 19118 | 01/09/2017 | 18730 | MAINT. & INSTALLATION OF PUBLIC HEARING NOTIFICATION SIGN | \$1,458.00 |
| | | 01/09/2017 | 18506 | MAINT. & INSTALLATION OF PUBLIC HEARING NOTIFICATION SIGNS | |
| | | 01/09/2017 | 18731 | MAINT. & INSTALLATION OF PUBLIC HEARING NOTIFICATION SIGN | |
| Remit to: MURRIETA, CA | | | | | <u>FYTD:</u> \$2,673.00 |
| SKECHERS | 230425 | 01/09/2017 | MVU-7013669-02 | PBI SOLAR REBATE INCENTIVE | \$2,886.60 |
| Remit to: MANHATTAN BEACH, CA | | | | | <u>FYTD:</u> \$38,119.14 |
| SKONBERG, RIX | 19216 | 01/23/2017 | 1/23-1/27/17 | TRAVEL PER DIEM-ANNUAL CAPPO CONFERENCE | \$207.00 |
| Remit to: LA VERNE, CA | | | | | <u>FYTD:</u> \$207.00 |
| SKY TRAILS MOBILE VILLAGE | 19175 | 01/17/2017 | DE 2016 | UUT REFUNDS | \$11.16 |
| Remit to: LOS ANGELES, CA | | | | | <u>FYTD:</u> \$95.95 |
| SMART UTILITY SYSTEMS | 19078 | 01/03/2017 | INV00641 | MOBILE SMART APPLICATION-SCM/SMW ONE-TIME IMPLEMENTATION FEE | \$5,500.00 |
| Remit to: IRVINE, CA | | | | | <u>FYTD:</u> \$5,500.00 |

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| Vendor Name | Check/EFT Number | Payment Date | Inv Number | Invoice Description | Payment Amount |
|---------------------------------------|------------------|--------------|------------|--|--------------------|
| SOCAL OFFICE TECHNOLOGIES, INC. | 19217 | 01/23/2017 | IN312618 | COPY MACHINES BILLABLE CHARGE FOR COLOR COPIES 9/15-12/14/16 | \$335.97 |
| Remit to: CYPRESS, CA | | | | | FYTD: \$31,415.51 |
| SOCO GROUP, INC | 19176 | 01/17/2017 | 0344719-IN | FUEL FOR CITY VEHICLES & EQUIPMENT | \$14,658.96 |
| | | 01/17/2017 | 0342323-IN | FUEL FOR CITY VEHICLES & EQUIPMENT | |
| | | 01/17/2017 | 0343599-IN | FUEL FOR CITY VEHICLES & EQUIPMENT | |
| | | 01/17/2017 | 0341646-IN | FUEL FOR CITY VEHICLES & EQUIPMENT | |
| | | 01/17/2017 | 0347426-IN | FUEL FOR CITY VEHICLES & EQUIPMENT | |
| | | 01/17/2017 | 0345638-IN | FUEL FOR CITY VEHICLES & EQUIPMENT | |
| | | 01/17/2017 | 0346365-IN | FUEL FOR CITY VEHICLES & EQUIPMENT | |
| Remit to: PERRIS, CA | | | | | FYTD: \$135,581.98 |
| SOSA, HUGO | 19255 | 01/30/2017 | JAN-2017 | INSTRUCTOR SERVICES-TRADITIONAL KARATEDO CLASS | \$259.20 |
| Remit to: FONTANA, CA | | | | | FYTD: \$2,332.80 |
| SOUTH COAST AIR QUALITY MGMT DISTRICT | 230387 | 01/09/2017 | 3032995 | ANNUAL RENEWAL FEES-FIRE STATION 2 GENERATOR/RULE 461 LFDS | \$1,168.24 |
| | | 01/09/2017 | 3032851 | ANNUAL RENEWAL FEES-FIRE STATION 91 GENERATOR/RULE 461 LFDS | |
| | | 01/09/2017 | 3035402 | ANNUAL EMISSIONS FEES-FIRE STATION 91 GENERATOR | |
| | | 01/09/2017 | 3035791 | ANNUAL EMISSIONS FEES-FIRE STATION 2 GENERATOR | |
| Remit to: DIAMOND BAR, CA | | | | | FYTD: \$3,064.39 |

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|--|-------------------------|---------------------|-------------------|--|-----------------------------|
| Remit to: ROSEMEAD, CA | | | | | |
| SOUTHERN CALIFORNIA EDISON 1 | 230352 | 01/03/2017 | DEC-16 1/3/17 | ELECTRICITY CHARGES | \$3,527.12 |
| | | 01/03/2017 | OCT-16 1/3/17 | ELECTRICITY CHARGES | |
| | 230388 | 01/09/2017 | DEC-16 1/9/17 | ELECTRICITY CHARGES | \$6,060.04 |
| | | 01/09/2017 | NOV-16 1/9/17 | ELECTRICITY CHARGES | |
| | 230446 | 01/17/2017 | 7500726528 | RELIABILITY SERVICE-DLAP_SCE_TS10-SEP17 | \$725.30 |
| | 230539 | 01/30/2017 | JAN-17 1/30/17 | ELECTRICITY CHARGES | \$1,356.35 |
| | | 01/30/2017 | DEC-16 1/30/17 | ELECTRICITY CHARGES | |
| | | | | | FYTD: \$1,893,990.84 |
| Remit to: ROSEMEAD, CA | | | | | |
| SOUTHERN CALIFORNIA GAS CO. | 230485 | 01/23/2017 | DEC-2016 | GAS CHARGES | \$10,165.62 |
| | 230540 | 01/30/2017 | 95001670 | PERRIS WIDENING - UTILITY RELOCATION | \$4,251.11 |
| | | | | | FYTD: \$36,253.72 |
| Remit to: MONTEREY PARK, CA | | | | | |
| SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY | 19079 | 01/03/2017 | 1116 | SCPPA RESOLUTION BILLING-SHARED COST FOR ASTORIA PROJECT-NOV16 | \$37.09 |
| | | | | | FYTD: \$83,565.27 |
| Remit to: GLENDORA, CA | | | | | |
| SPARKLETTS | 19218 | 01/23/2017 | 10050036 010217 | BOTTLED WATER SVC./COOLER RENTAL FOR EOC/ERF | \$28.00 |
| | | 01/23/2017 | 10050036 110216 | BOTTLED WATER SVC./COOLER RENTAL FOR EOC/ERF | |
| | | 01/23/2017 | 10050036 120216 | BOTTLED WATER SVC./COOLER RENTAL FOR EOC/ERF | |
| | | 01/23/2017 | 10050036 100216 | BOTTLED WATER SVC./COOLER RENTAL FOR EOC/ERF | |
| | | | | | FYTD: \$364.79 |
| Remit to: DALLAS, TX | | | | | |
| SPRINT | 19177 | 01/17/2017 | 634235346-076 | CELLULAR PHONE SERVICE-PD SET UNIT | \$57.35 |
| | | | | | FYTD: \$433.92 |
| Remit to: CAROL STREAM, IL | | | | | |
| STAMAS, MICHELE | 230507 | 01/23/2017 | R16-104946 | ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT | \$75.00 |
| | | | | | FYTD: \$75.00 |
| Remit to: MORENO VALLEY, CA | | | | | |
| | | | | | FYTD: \$75.00 |

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|--|------------------|--------------|------------------|--|-------------------|
| STANDARD INSURANCE CO | 230447 | 01/17/2017 | 170101 | SUPPLEMENTAL INSURANCE | \$883.35 |
| Remit to: PORTLAND, OR | | | | | FYTD: \$7,236.11 |
| STANLEY CONVERGENT SECURITY SOLUTIONS, INC | 19219 | 01/23/2017 | 14149441 | SECURITY SYSTEM EQUIPMENT REPAIR-SUNNYMEAD PARK SNACK BAR | \$534.25 |
| Remit to: PALATINE, IL | | | | | FYTD: \$26,300.52 |
| STATE BAR OF CALIFORNIA | 230491 | 01/23/2017 | 2017 MEMBER FEES | ANNUAL DUES FOR MEMBERS #128290-M KOCZANOWICZ & #216785-P. EARLY | \$824.00 |
| Remit to: LOS ANGELES, CA | | | | | FYTD: \$824.00 |
| STATE BOARD OF EQUALIZATION | 230541 | 01/30/2017 | 4TH QTR 2016 | ACCT# 31-000177 ELECTRICAL ENERGY SURCHARGE RETURN/OCT-DEC 2016 | \$13,818.20 |
| Remit to: SACRAMENTO, CA | | | | | FYTD: \$41,844.79 |
| STATE BOARD OF EQUALIZATION 1 | 19266 | 01/30/2017 | 4TH QTR 2016 | SALES & USE TAX REPORT FOR THE QTR ENDING 12/31/16 | \$12,425.00 |
| Remit to: SACRAMENTO, CA | | | | | FYTD: \$40,751.00 |
| STATE OF CALIFORNIA DEPT. OF JUSTICE | 230390 | 01/09/2017 | 206429 | BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-NOV 2016 | \$2,693.00 |
| | | 01/09/2017 | 202506 | LIVE SCAN FINGERPRINTING APPLICATIONS FOR PD-NOV 2016 | |
| Remit to: SACRAMENTO, CA | | | | | FYTD: \$23,343.00 |
| STATE WATER RESOURCES CONTROL BOARD | 230448 | 01/17/2017 | SW-0126067 | RECHE VISTA DR. REALIGNMENT-PERMIT | \$813.00 |
| Remit to: SACRAMENTO, CA | | | | | FYTD: \$1,013.00 |

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|-----------------------------------|-------------------------|---------------------|-------------------|---|--------------------------|
| STEVENS, TERRIE | 19119 | 01/09/2017 | 11/1-11/4 REIMB. | MILEAGE REIMBURSEMENT-CALPELRA CONFERENCE | \$356.40 |
| | 19135 | 01/09/2017 | 11/1-11/4/16 | TRAVEL PER DIEM-CALPELRA 2016 CONFERENCE | \$259.00 |
| Remit to: FULLERTON, CA | | | | | FYTD: \$615.40 |
| STRADLING, YOCCA, CARLSON & RAUTH | 19120 | 01/09/2017 | 317985-0031 | LEGAL SERVICES-MATTERS RE: HOUSING & ALLIES PROPERTIES | \$1,658.00 |
| Remit to: NEWPORT BEACH, CA | | | | | FYTD: \$19,779.54 |
| SUNNYMEAD ACE HARDWARE | 230353 | 01/03/2017 | 69443 | MISC. SUPPLIES FOR FIRE STATION 48 | \$12.94 |
| | | 01/03/2017 | 69450 | CREDIT FOR RETURN OF SUPPLIES-FIRE STATION 48 | |
| | 230391 | 01/09/2017 | 69849 | MISC. SUPPLIES FOR PD | \$21.49 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$723.39 |
| SUNRUN INSTALLATION SERVICES INC | 230508 | 01/23/2017 | B1601710 | REFUND-BLDG. PERMIT | \$146.32 |
| | 230509 | 01/23/2017 | B1601711 | REFUND-BLDG. PERMIT | \$266.06 |
| | 230510 | 01/23/2017 | B1601712 | REFUND-BLDG. PERMIT | \$146.32 |
| | 230511 | 01/23/2017 | B1601713 | REFUND-BLDG. PERMIT | \$266.06 |
| | 230512 | 01/23/2017 | B1602200 | REFUND-BLDG. PERMIT | \$146.32 |
| | 230513 | 01/23/2017 | B1602372 | REFUND-BLDG. PERMIT | \$266.06 |
| | 230514 | 01/23/2017 | B1603263 | REFUND-BLDG. PERMIT | \$146.32 |
| Remit to: SAN LUIS OBISPO, CA | | | | | FYTD: \$1,383.46 |
| SUTHERLAND, KIMBERLY | 230401 | 01/09/2017 | 1/17-1/20/17 | TRAVEL PER DIEM & MILEAGE-2017 NEW MAYORS & COUNCIL MEMBERS ACADEMY | \$219.29 |
| Remit to: PERRIS, CA | | | | | FYTD: \$219.29 |
| T I CONSTRUCTION, INC | 230426 | 01/09/2017 | BL#30708-YR2017 | REFUND OF OVERPAYMENT FOR BL#30708 | \$66.89 |
| Remit to: UPLAND, CA | | | | | FYTD: \$66.89 |

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|---------------------------------------|------------------|--------------|---------------|--|-------------------------|
| TAYLOR, MATTHEW JAMES | 19220 | 01/23/2017 | 010617-011217 | SPORTS OFFICIATING SERVICES-WINTER YOUTH BASKETBALL | \$225.00 |
| | 19256 | 01/30/2017 | 011417-011917 | SPORTS OFFICIATING SERVICES-WINTER YOUTH BASKETBALL | \$150.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$752.00 |
| THERMAL COMBUSTION INNOVATORS | 230392 | 01/09/2017 | 169253 | HAZARDOUS MATERIAL PICK-UP SERVICES AT ANIMAL SHELTER-DEC16 | \$203.23 |
| | | 01/09/2017 | 167685 | HAZARDOUS MATERIAL PICK-UP SERVICES AT ANIMAL SHELTER-NOV16 | |
| Remit to: COLTON, CA | | | | | FYTD: \$711.56 |
| THOMAS, CANDICE | 230461 | 01/17/2017 | 1419590 | CONFERENCE & REC. CTR. RENTAL REFUND DEPOSIT | \$200.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$200.00 |
| THOMPSON COBURN LLP | 19221 | 01/23/2017 | 3204906 | LEGAL SERVICES-MVU-RELIABILITY STANDARD COMPLIANCE-NOV16 | \$26.91 |
| Remit to: WASHINGTON, DC | | | | | FYTD: \$258.92 |
| THOMSON REUTERS-WEST PUBLISHING CORP. | 19123 | 01/09/2017 | 835193330 | AUTO TRACK SERVICES FOR PD INVESTIGATIONS-NOV16 | \$949.06 |
| | | 01/09/2017 | 835248496 | LEGAL LIBRARY PUBLICATIONS UPDATES | |
| Remit to: CAROL STREAM, IL | | | | | FYTD: \$6,391.37 |
| TIME FOR CHANGE FOUNDATION | 19124 | 01/09/2017 | 03-16 | CDBG 16/17 REIMBURSEMENT #1-COMMUNITY HOMELESS SOLUTIONS PROJECT | \$1,185.86 |
| Remit to: SAN BERNARDINO, CA | | | | | FYTD: \$1,423.73 |
| TOLEDO, GUADALUPE | 230462 | 01/17/2017 | 1419760 | REFUND DUE TO LACK OF REGISTRATION | \$137.00 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$137.00 |

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|--|-------------------------|---------------------|-------------------|---|--------------------------|
| TOWILL, INC | 19125 | 01/09/2017 | 12-449 | CITYWIDE SAFE ROUTE TO SCHOOL PEDESTRIAN ENHANCEMENTS-CYCLE 1-SURVEY SERVICES | \$11,985.82 |
| Remit to: CONCORD, CA | | | | | <u>FYTD:</u> \$11,985.82 |
| TRICHE, TARA | 19178 | 01/17/2017 | JAN-2017 | INSTRUCTOR SERVICES-DANCE CLASSES | \$894.60 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$13,237.80 |
| TRINITY BAPTIST CHURCH | 230360 | 01/03/2017 | 1418194 | TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT | \$200.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$400.00 |
| TRIPLETT, ALEXIS RAYNE | 230427 | 01/09/2017 | MVA010002177 | REFUND-PARKING CITATION OVERPAYMENT | \$25.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$25.00 |
| TRUTEAM OF CALIFORNIA INC | 230515 | 01/23/2017 | B1602853 | REFUND-BLDG. PERMIT | \$146.32 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$146.32 |
| TWINING LABORATORIES OF SO. CALIFORNIA | 230354 | 01/03/2017 | 63172 | KITCHING SUBSTATION/SWITCHYARD-GEOTECHNICAL & MATERIAL TESTING SERVICES | \$480.00 |
| Remit to: LONG BEACH, CA | | | | | <u>FYTD:</u> \$480.00 |

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|-----------------------------------|-------------------------|---------------------|-----------------------------------|--|---|----------|
| ULTRASERV AUTOMATED SERVICES, LLC | 230394 | 01/09/2017 | 3590:045801 | COFFEE SERVICE SUPPLIES-ANIMAL SHELTER | \$1,764.88 | |
| | | 01/09/2017 | 3590:046959 | COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION | | |
| | | 01/09/2017 | 3590:046857 | COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION | | |
| | | 01/09/2017 | 3590:046004 | COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION | | |
| | | 01/09/2017 | 3590:046168 | COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION | | |
| | | 01/09/2017 | 3590:047070 | COFFEE SERVICE SUPPLIES-ANIMAL SHELTER | | |
| | | 01/09/2017 | 3590:046855 | COFFEE SERVICE SUPPLIES-CITY YARD | | |
| | | 01/09/2017 | 3590:045824 | COFFEE SERVICE SUPPLIES-CITY YARD | | |
| | | 01/09/2017 | 3590:047072 | COFFEE SERVICE SUPPLIES-ANNEX 1 | | |
| | | 01/09/2017 | 3590:047080 | COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION | | |
| | | 01/09/2017 | 3590:047086 | COFFEE SERVICE SUPPLIES-ANNEX 1 | | |
| | | 230487 | 01/23/2017 | 155 | COFFEE SERVICE SUPPLIES-CITY YARD | \$439.34 |
| | | | 01/23/2017 | 988 | COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION | |
| | 01/23/2017 | 1117 | COFFEE SERVICE SUPPLIES-CITY YARD | | | |
| Remit to: COSTA MESA, CA | | | | | FYTD: \$13,982.21 | |
| UNION BANK OF CALIFORNIA 1 | 230542 | 01/30/2017 | 1018113 | INVESTMENT CUSTODIAL SERVICES-DEC16 | \$336.67 | |
| Remit to: LOS ANGELES, CA | | | | | FYTD: \$2,561.69 | |
| UNITED ROTARY BRUSH CORP | 19222 | 01/23/2017 | 293779 | STREET SWEEPER BROOM KITS/RECONDITIONING | \$1,251.81 | |
| | | 01/23/2017 | 293871 | STREET SWEEPER BRUSHES | | |
| | 19257 | 01/30/2017 | 293972 | STREET SWEEPER BRUSHES | \$692.24 | |
| | | 01/30/2017 | 294060 | STREET SWEEPER BRUSHES (2 1/2% DISCOUNT TAKEN ON THIS INVOICE) | | |
| Remit to: KANSAS CITY, MO | | | | | FYTD: \$18,788.73 | |

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|-----------------------------------|-------------------------|---------------------|-------------------|---|-------------------------|
| UNITED SITE SERVICES OF CA, INC. | 19223 | 01/23/2017 | 114-4827225 | FENCE RENTAL AT ANIMAL SHELTER 12/22/16-1/18/17 | \$106.65 |
| Remit to: PHOENIX, AZ | | | | | <u>FYTD:</u> \$1,880.85 |
| UNITED STATES VETERANS INITIATIVE | 230545 | 01/30/2017 | 2016 EGC | CONTRIBUTION FROM PROCEEDS OF 2016 EMPLOYEE GIVING CAMPAIGN | \$2,000.00 |
| Remit to: MARCH ARB, CA | | | | | <u>FYTD:</u> \$2,000.00 |
| URRUTIA, DIALENA | 19127 | 01/09/2017 | DEC-2016 | INSTRUCTOR SERVICES-INTERNATIONAL LATIN DANCE CLASS | \$124.80 |
| | 19258 | 01/30/2017 | JAN-2017 | INSTRUCTOR SERVICES-INTERNATIONAL LATIN DANCE CLASS | \$124.80 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$894.00 |

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|---|-------------------------|---------------------|-------------------|--|-----------------------|
| VACATE TERMITE & PEST ELIMINATION COMPANY | 19224 | 01/23/2017 | 70471 | PEST CONTROL SERVICE-CONFERENCE & REC. CENTER | \$1,160.00 |
| | | 01/23/2017 | 70486 | PEST CONTROL SERVICE-TRANSPORTATION TRAILER | |
| | | 01/23/2017 | 70092 | PEST CONTROL SERVICE-FIRE STATION #99 | |
| | | 01/23/2017 | 70111 | PEST CONTROL SERVICE-FIRE STATION #91 | |
| | | 01/23/2017 | 70094 | PEST CONTROL SERVICE-TOWNGATE COMMUNITY CENTER | |
| | | 01/23/2017 | 70467 | PEST CONTROL SERVICE-COTTONWOOD GOLF CENTER | |
| | | 01/23/2017 | 70093 | PEST CONTROL SERVICE-FIRE STATION #65 | |
| | | 01/23/2017 | 70106 | PEST CONTROL SERVICE-LIBRARY | |
| | | 01/23/2017 | 70105 | PEST CONTROL SERVICE-UTILITY FIELD OFFICE | |
| | | 01/23/2017 | 70104 | PEST CONTROL SERVICE-FIRE STATION #6 | |
| | | 01/23/2017 | 70109 | PEST CONTROL SERVICE-SENIOR CENTER | |
| | | 01/23/2017 | 70466 | PEST CONTROL SERVICE-PUBLIC SAFETY BUILDING | |
| | | 01/23/2017 | 70472 | PEST CONTROL SERVICE-CITY HALL | |
| | | 01/23/2017 | 70473 | PEST CONTROL SERVICE-EOC | |
| | | 01/23/2017 | 70480 | PEST CONTROL SERVICE-CITY YARD SANTIAGO OFFICE | |
| | | 01/23/2017 | 70481 | PEST CONTROL SERVICE-FIRE STATION #58 (2ND SERVICE) | |
| | | 01/23/2017 | 70482 | PEST CONTROL SERVICE-ANNEX 1 | |
| | | 01/23/2017 | 70091 | PEST CONTROL SERVICE-FIRE STATION #48 | |
| | | 01/23/2017 | 70485 | PEST CONTROL SERVICE-MARCH FIELD PARK COMMUNITY CENTER | |
| | | 01/23/2017 | 70108 | PEST CONTROL SERVICE-FIRE STATION #58 | |
| | | 01/23/2017 | 70483 | PEST CONTROL SERVICE-ANIMAL SHELTER | |
| | | 01/23/2017 | 70110 | PEST CONTROL SERVICE-FIRE STATION #2 | |
| | | 01/23/2017 | 70468 | PEST CONTROL SERVICE-CITY YARD | |

Remit to: MORENO VALLEY, CA

FYTD: \$14,870.00

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



**City of Moreno Valley
Payment Register
For Period 1/1/2017 through 1/31/2017**

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> |
|--------------------------------|-------------------------|---------------------|-------------------|---|--------------------------|
| VALDOVINOS, NANCY | 230516 | 01/23/2017 | 1420442 | TOWNGATE COMM. CTR. RENTAL REFUND DEPOSIT | \$200.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$200.00 |
| VARGAS, JOSE | 230428 | 01/09/2017 | R16-102378 | ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS | \$95.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$95.00 |
| VARIABLE SPEEDS SOLUTIONS INC | 19129 | 01/09/2017 | 14666 | IRRIGATION PUMP MAINTENANCE-VARIOUS ZONES | \$3,325.35 |
| Remit to: HUNTINGTON BEACH, CA | | | | | <u>FYTD:</u> \$3,640.35 |
| VASQUEZ, VICKIE | 230517 | 01/23/2017 | R17-105572 | ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS | \$95.00 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$95.00 |
| VERDUSCO, BARRY | 230555 | 01/30/2017 | R16-102668 | ANIMAL SERVICES REFUND-OVERPAYMENT ON ADOPTION, SPAY/NEUTER & RABIES DEPOSITS | \$112.00 |
| Remit to: RIVERSIDE, CA | | | | | <u>FYTD:</u> \$112.00 |
| VERIZON WIRELESS | 230395 | 01/09/2017 | 9776848529 | CELLULAR SERVICE FOR PD TRAFFIC TICKET WRITERS | \$98.91 |
| Remit to: DALLAS, TX | | | | | <u>FYTD:</u> \$597.96 |
| VICTOR MEDICAL CO | 19130 | 01/09/2017 | 4152884 | ANIMAL MEDICAL SUPPLIES & VACCINES | \$939.46 |
| Remit to: LAKE FOREST, CA | | | | | <u>FYTD:</u> \$15,578.09 |
| VILLARREAL, REYNA | 230361 | 01/03/2017 | 1413522 | REFUND FOR RENTAL 29621 | \$300.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$300.00 |
| VILLASENOR, ANABELLA | 230488 | 01/23/2017 | FALL 2016 | TUITION REIMBURSEMENT | \$2,000.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$2,000.00 |

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



City of Moreno Valley
Payment Register
 For Period 1/1/2017 through 1/31/2017

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> |
|-----------------------------|-------------------------|---------------------|-------------------|---|-----------------------------|
| VISION SERVICE PLAN | 19179 | 01/17/2017 | 170101 | EMPLOYEE VISION INSURANCE | \$4,084.44 |
| Remit to: SAN FRANCISCO, CA | | | | | <u>FYTD:</u> \$28,944.09 |
| VISTA PAINT CORPORATION | 19260 | 01/30/2017 | 2016-232555-00 | PAINT FOR TOWNGATE PARK | \$43.83 |
| Remit to: FULLERTON, CA | | | | | <u>FYTD:</u> \$43.83 |
| VOYAGER FLEET SYSTEM, INC. | 19225 | 01/23/2017 | 869211615652 | CNG FUEL PURCHASES | \$3,512.59 |
| | 19261 | 01/30/2017 | 869336602652-PD | FUEL CARD CHARGES-PD TRAFFIC MOTORS | \$1,044.96 |
| | | 01/30/2017 | 869336602652-AS | FUEL CARD CHARGES-ANIMAL SERVICES | |
| Remit to: HOUSTON, TX | | | | | <u>FYTD:</u> \$29,122.52 |
| VULCAN MATERIALS CO, INC. | 19226 | 01/23/2017 | 71286639 | ASPHALTIC MATERIALS | \$77.39 |
| | 19262 | 01/30/2017 | 71332622 | ASPHALTIC MATERIALS | \$1,026.98 |
| | | 01/30/2017 | 71330004 | ASPHALTIC MATERIALS | |
| | | 01/30/2017 | 71335111 | ASPHALTIC MATERIALS | |
| | | 01/30/2017 | 71332623 | ASPHALTIC MATERIALS | |
| | | 01/30/2017 | 71335110 | ASPHALTIC MATERIALS | |
| | | 01/30/2017 | 71337219 | ASPHALTIC MATERIALS | |
| Remit to: LOS ANGELES, CA | | | | | <u>FYTD:</u> \$38,903.87 |
| WELLS FARGO CORPORATE TRUST | 19131 | 01/09/2017 | 1387072 | TRUSTEE SERVICES-2013 REF OF 05 LEASE REVENUE BONDS | \$2,000.00 |
| Remit to: MINNEAPOLIS, MN | | | | | <u>FYTD:</u> \$5,857,140.24 |
| WEN YAO GARDEN, INC | 230463 | 01/17/2017 | BL#29796-YR2017 | REFUND OF OVERPAYMENT FOR BL#29796 | \$84.32 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$84.32 |

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



City of Moreno Valley
Payment Register
 For Period 1/1/2017 through 1/31/2017

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> |
|----------------------------------|-------------------------|---------------------|-------------------|---|--------------------------|
| WESTERN MUNICIPAL WATER DISTRICT | 230489 | 01/23/2017 | 23866-018292/DC6 | WATER CHARGES-SKATE PARK | \$375.60 |
| | | 01/23/2017 | 24753-018620/DC6 | WATER CHARGES-M.A.R.B. BALLFIELDS | |
| | | 01/23/2017 | 23821-018258/DC6 | WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR.-BLDG. 938 | |
| | | 01/23/2017 | 23821-018257/DC6 | WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR. LANDSCAPE | |
| Remit to: ARTESIA, CA | | | | | FYTD: \$15,390.08 |
| WILLDAN FINANCIAL SERVICES | 19132 | 01/09/2017 | 010-32876 | 2007 TAXABLE LEASE REVENUE BOND DISCLOSURE SERVICES- NOTICE OF OCCURRENCE OF LISTED EVENT PREPARATION/DISSEMINATION | \$700.00 |
| | | 01/09/2017 | 010-32181 | PROFESSIONAL SERVICES-PREPARATION OF BOUNDARY MAPS-CFD 2014-1 | |
| Remit to: TEMECULA, CA | | | | | FYTD: \$59,330.00 |
| WILSON, JAMES | 230429 | 01/09/2017 | MVP70944 | REFUND-PARKING CITATION VIOLATION DISMISSED | \$437.50 |
| Remit to: MORENO VALLEY, CA | | | | | FYTD: \$437.50 |
| WINIARSKI, NATHALIE | 19264 | 01/30/2017 | MV1601 | INSTRUCTOR SERVICES-BICYCLE SAFETY WORKSHOP 1/10/17 | \$1,000.00 |
| Remit to: GLENDALE, CA | | | | | FYTD: \$1,000.00 |
| XCELIGENT, INC | 230519 | 01/23/2017 | 281660 | COMMERCIAL REAL ESTATE DATABASE ANNUAL PAYMENT 11/17/16-11/17/17 | \$4,860.00 |
| Remit to: BLUE SPRINGS, MO | | | | | FYTD: \$4,860.00 |
| XEROX CAPITAL SERVICES, LLC | 19133 | 01/09/2017 | 087186526 | COPIER LEASE-PARKS DIVISION-NOV16 | \$491.90 |
| Remit to: PASADENA, CA | | | | | FYTD: \$15,884.48 |

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



City of Moreno Valley
Payment Register
For Period 1/1/2017 through 1/31/2017

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> |
|------------------------------------|-------------------------|---------------------|-------------------|--|-------------------------|
| XEROX FINANCIAL SERVICES LLC | 19134 | 01/09/2017 | 702172 | EDD COLOR COPIER LEASE 12/15/16-1/14/17 | \$784.62 |
| Remit to: DALLAS, TX | | | | | <u>FYTD:</u> \$5,637.64 |
| YAHOO! | 230449 | 01/17/2017 | 328810 | USER ACCOUNT ACCESS FOR SEARCH WARRANT | \$126.60 |
| Remit to: CAROL STREAM, IL | | | | | <u>FYTD:</u> \$126.60 |
| ZUNIGA, TERESA | 230362 | 01/03/2017 | 1418254 | REFUND FOR RENTAL AT SENIOR CENTER 29985 | \$300.00 |
| Remit to: MORENO VALLEY, CA | | | | | <u>FYTD:</u> \$300.00 |
| TOTAL CHECKS UNDER \$25,000 | | | | | \$943,768.93 |
| GRAND TOTAL | | | | | \$14,296,546.00 |

Attachment: January 2017 Payment Register (2503 : PAYMENT REGISTER - JANUARY 2017)



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: April 4, 2017

TITLE: PA15-0002 (TRACT 35414) – APPROVE COOPERATIVE AGREEMENT AMONG THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND RIVERVIEW PARTNERS LP FOR THE WEST END MORENO MDP LINE V-3, STAGE 1, LOCATED ON THE SOUTH SIDE OF BOX SPRINGS ROAD, BETWEEN CLARK STREET AND WEST OF DAY STREET. DEVELOPER: RIVERVIEW PARTNERS LP

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 Riverview Partners LP for the West End Moreno MDP Line V-3, Stage 1.
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 Riverview Partners LP to allow for the construction of storm drain facilities. As a condition of approval of project's Tentative Tract Map (TTM) 35414 (PA15-0002), the City requires the developer, Riverview Partners LP, 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 underground storm drain facility on the proposed project site. The construction will consist of approximately 860 lineal feet of a new storm drain system through the project, from the easterly property line to the westerly side of Clark Street. The Storm Drain system is bounded within the street segments of 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 this project on August 27, 2015 for PA15-0002 (TTM 35414) a 266-unit multi-family residential apartment complex project on approximately 13 acres. TTM 35414 is a subdivision combining four (4) parcels into one (1) lot in order to construct the proposed multi-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 south of Box Springs Road between Clark Street and west of Day Street.

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 City's 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 until such time that the West End Moreno MDP Line V-3, Stage 1 master drainage plan (MDP) storm drain facility is constructed. Once the West End Moreno MDP Line V-3, Stage 1 is constructed, inspected and accepted by the District, the District will ultimately 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 PA15-0002 (TTM 35414) 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 Council.

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.

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

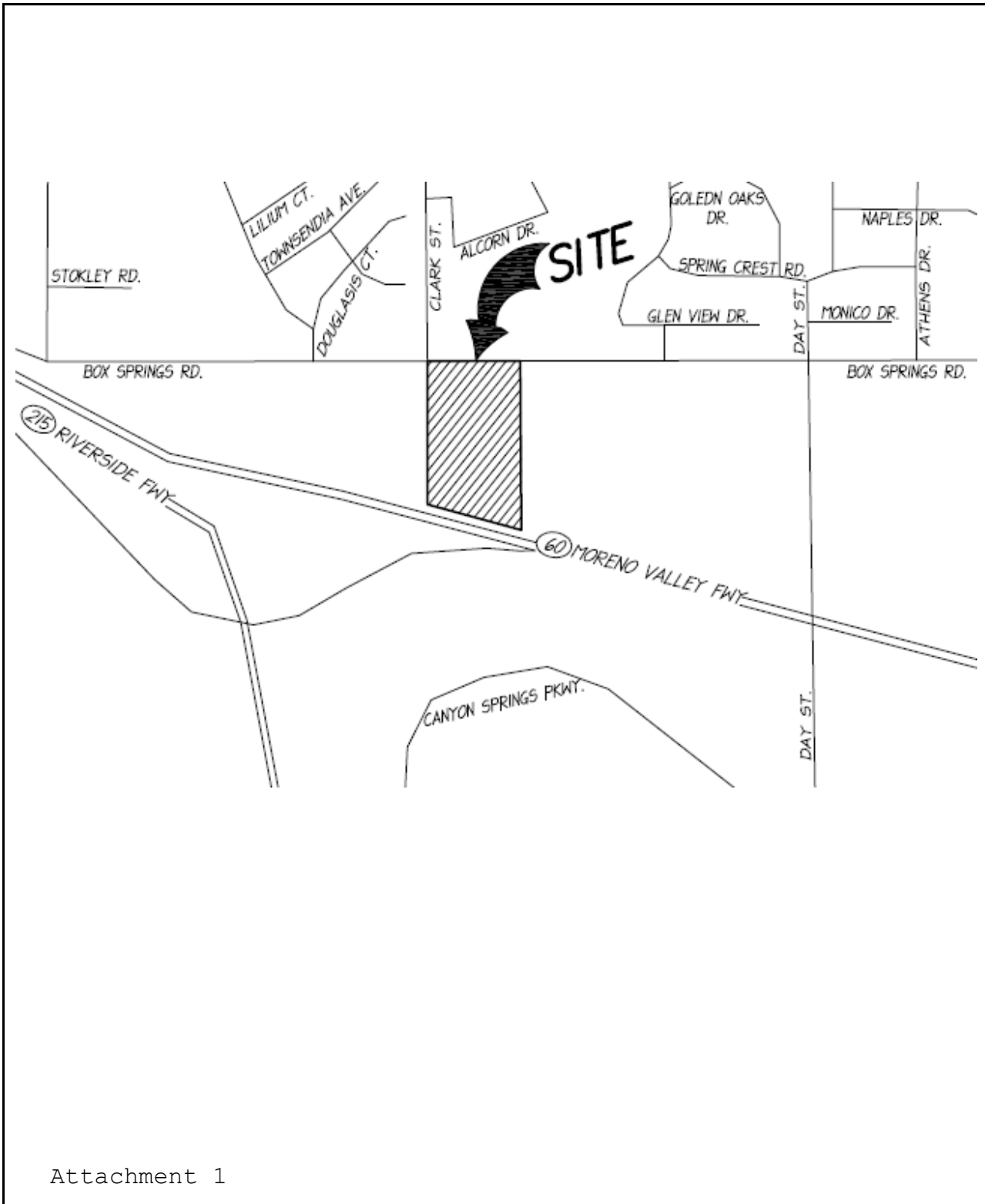
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

1. Vicinity Map - PA15-0002 (TR 35414)
2. Cooperative Agreement - PA15-0002 (TR 35414)

APPROVALS

| | | |
|-------------------------|-------------------|------------------|
| Budget Officer Approval | <u>✓ Approved</u> | 3/16/17 1:35 PM |
| City Attorney Approval | <u>✓ Approved</u> | 3/14/17 10:17 AM |
| City Manager Approval | <u>✓ Approved</u> | 3/22/17 5:46 PM |



Attachment 1

**CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT**

PA15-0002 (TTM 35414)

Attachment: Vicinity Map - PA15-0002 (TR 35414) (2509 : PA15-0002 (TRACT 35414) - APPROVE COOPERATIVE AGREEMENT)

COOPERATIVE AGREEMENT
West End Moreno MDP Line V-3, Stage 1
Project No. 4-0-00786
Tract No. 35414

The Riverside County Flood Control and Water Conservation District ("DISTRICT"), City of Moreno Valley ("CITY"), and Riverview Partners LP, a California limited partnership ("DEVELOPER"), hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property, including Tract No. 35414, located within the County of Riverside. DEVELOPER has submitted for approval Tract No. 35414 located in the city of Moreno Valley. As a condition of approval for Tract No. 35414, DEVELOPER must construct certain stormwater management facilities identified in DISTRICT'S Moreno Master Drainage Plan (MDP) in order to provide flood protection and drainage for DEVELOPER'S planned development; and

B. The legal description of Tract No. 35414 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements, all as shown on District Drawing No. 4-1104, include construction of approximately 856 lineal feet of underground storm drain system, riprap outlet structure and a maintenance access road ("DISTRICT DRAINAGE FACILITIES"), as shown in concept in blue on Exhibit "B", attached hereto and made a part hereof. At its upstream terminus, DISTRICT DRAINAGE FACILITIES will connect to CITY'S existing facility; and

D. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of certain catch basins, connector pipe, curb and gutter and a lateral storm drain that is thirty-six inches (36") or less in diameter that are located within CITY held easements or rights of way ("APPURTENANCES"); and

E. Also associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of certain catch basins, inlets, water quality basin, connector

1 pipes, retaining wall, gutter and six (6) laterals that are 36" or less in diameter located within
2 DEVELOPER held rights of way or easements ("DEVELOPER FACILITIES); and

3 F. Together, DISTRICT DRAINAGE FACILITIES, APPURTENANCES and
4 DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

5 G. DEVELOPER and CITY desire DISTRICT to accept ownership and
6 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.
7 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for
8 PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES;
9 and

10 H. DEVELOPER and DISTRICT desire CITY to accept ownership and
11 responsibility for the operation and maintenance of APPURTENANCES. Therefore, CITY must
12 review and approve DEVELOPER'S plans and specifications for PROJECT and subsequently
13 inspect the construction of APPURTENANCES; and

14 I. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and
15 specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE
16 FACILITIES, and (iii) accept ownership and responsibility for the operation and maintenance of
17 DISTRICT DRAINAGE FACILITIES, provided DEVELOPER (a) complies with this
18 Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY approved plans
19 and specifications, (c) obtains and conveys to DISTRICT all rights of way necessary for the
20 inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth
21 herein, (d) accepts ownership and responsibility for the operation and maintenance of PROJECT
22 following completion of PROJECT construction until such time as DISTRICT accepts ownership
23 and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES,
24 (e) accepts responsibility for keeping retaining wall and gutter free and clear of sediment and
25 debris, and (f) accepts ownership and sole responsibility for the operation and maintenance of
26 the structural integrity of retaining wall upon completion of construction; and
27
28

1 J. CITY is willing to (i) review and approve DEVELOPER'S plans and
 2 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold
 3 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT
 4 DRAINAGE FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain
 5 DISTRICT DRAINAGE FACILITIES within CITY rights of way, and (v) accept ownership and
 6 responsibility for the operation and maintenance of APPURTENANCES, provided PROJECT is
 7 constructed in accordance with plans and specifications approved by DISTRICT and CITY.

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

23 3. Deposit with DISTRICT (Attention: Business Office - Accounts
 24 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
 25 construction as set forth in Section I.8. herein, the estimated cost of providing construction
 26 inspection for DISTRICT DRAINAGE FACILITIES, in an amount as determined and approved
 27 by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside,
 28

1 including any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE
2 FACILITIES. If at any time the costs exceed the deposit or are anticipated by DISTRICT to
3 exceed the deposit with DISTRICT, DEVELOPER shall pay such additional amount(s), as
4 deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE
5 FACILITIES, within thirty (30) days after receipt of billing from DISTRICT. Additionally,
6 deposit with CITY (Attention: Public Works/Land Development), at the time of providing
7 written notice to DISTRICT of the start of PROJECT construction as set forth in Section I.8., the
8 estimated cost of providing construction inspection in an amount as determined and approved by
9 CITY in accordance with the most recent City Code and Fee Resolution of CITY, including any
10 amendments thereto.

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

15 5. Secure, at its sole cost and expense, all necessary licenses, agreements,
16 permits and rights of entry as may be needed for the construction, inspection, operation and
17 maintenance of DISTRICT DRAINAGE FACILITIES. DEVELOPER shall furnish DISTRICT,
18 at the time of providing written notice to DISTRICT of the start of construction as set forth in
19 Section I.8., or not less than twenty (20) days prior to recordation of the final map for Tract No.
20 35414 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER
21 having secured such necessary licenses, agreements, permits and rights of entry, as determined
22 and approved by DISTRICT.

23 6. Prior to commencing construction, furnish DISTRICT and CITY with
24 copies of all permits, approvals or agreements required by any federal, state or local resource
25 and/or regulatory agency for the construction, operation and maintenance of DISTRICT
26 DRAINAGE FACILITIES. Such documents include but are not limited to those issued by the
27 U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California
28

1 State Department of Fish and Wildlife, State Water Resources Control Board, and Western
2 Riverside County Regional Conservation Authority.

3 7. Provide CITY, at the time of providing written notice to DISTRICT of the
4 start of construction as set forth in Section I.8. or not less than twenty (20) days prior to
5 recordation of the final map for Tract No. 35414 or any phase thereof, whichever occurs first,
6 with faithful performance and payment bonds, each in the amount of one hundred percent (100%)
7 of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by
8 DISTRICT. The surety, amount and form of the bonds, shall be subject to approval of DISTRICT
9 and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE
10 FACILITIES are accepted by DISTRICT as complete; at which time the bond amount may be
11 reduced to five percent (5%) for a period of one (1) year to guarantee against any defective work,
12 labor or materials.

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

18 9. Obtain and provide DISTRICT, at the time of providing written notice to
19 DISTRICT of the start of construction of PROJECT as set forth in Section I.8. or not less than
20 twenty (20) days prior to the recordation of the final map for Tract No. 35414 or any phase
21 thereof, whichever occurs first, with duly executed Irrevocable Offers(s) of Dedication to the
22 public for flood control and drainage purposes, including ingress and egress, for the rights of way
23 deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of
24 DISTRICT DRAINAGE FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form
25 approved by DISTRICT and shall be executed by all legal and equitable owners of the property
26 described in the offer(s).
27
28

1 10. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication
2 as set forth in Section I.9., with Preliminary Reports on Title dated not more than thirty (30) days
3 prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

4 11. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
5 the start of construction as set forth in Section I.8., with a complete list of all contractors and
6 subcontractors to be performing work on DISTRICT DRAINAGE FACILITIES, including the
7 corresponding license number and license classification of each. At such time, DEVELOPER
8 shall further identify in writing its designated superintendent for PROJECT construction.

9 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
10 the start of construction as set forth in Section I.8., a construction schedule which shall show the
11 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry out the
12 various parts of work, including estimated start and completion dates. As construction of
13 DISTRICT DRAINAGE FACILITIES progresses, DEVELOPER shall update said construction
14 schedule as requested by DISTRICT.

15 13. Furnish DISTRICT and CITY with final mylar PROJECT plans and assign
16 their ownership to DISTRICT and CITY prior to the start on any portion of PROJECT
17 construction.

18 14. Not permit any change to or modification of DISTRICT and CITY approved
19 IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and
20 CITY.

21 15. Comply with all Cal/OSHA safety regulations including regulations
22 concerning confined space and maintain a safe working environment for DEVELOPER, CITY
23 and DISTRICT employees on the site.

24 16. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
25 the start of construction as set forth in Section I.8., a confined space entry procedure specific to
26 PROJECT. The procedure shall comply with requirements contained in California Code of
27 Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit
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1 Required Confined Space and District Confined Space Procedures, SOM-18. The procedure
2 shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.

3 17. DEVELOPER shall not commence operations until DISTRICT has been
4 furnished with original certificate(s) of insurance and original certified copies of endorsements
5 and if requested, certified original policies of insurance including all endorsements and any and
6 all other attachments as required in this Section. Without limiting or diminishing
7 DEVELOPER'S obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall
8 procure and maintain or cause to be maintained, at its sole cost and expense, the following
9 insurance coverage's during the term of this Agreement:

10 A. Workers' Compensation:

11 If DEVELOPER has employees as defined by the State of California,
12 DEVELOPER shall maintain statutory Workers' Compensation
13 Insurance (Coverage A) as prescribed by the laws of the State of
14 California. Policy shall include Employers' Liability (Coverage B)
15 including Occupational Disease with limits not less than \$1,000,000
16 per person per accident. Policy shall be endorsed to waive subrogation
17 in favor of DISTRICT, the County of Riverside and CITY.

18 B. Commercial General Liability:

19 Commercial General Liability insurance coverage, including but not
20 limited to, premises liability, unmodified contractual liability,
21 products and completed operations liability, personal and advertising
22 injury, and cross liability coverage, covering claims which may arise
23 from or out of DEVELOPER'S performance of its obligations
24 hereunder. Policy shall name DISTRICT, the County of Riverside and
25 CITY, its agencies, districts, special districts, and departments, their
26 respective directors, officers, Board of Supervisors, employees,
27 elected or appointed officials, agents or representatives as additional
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1 insureds. Policy's limit of liability shall not be less than \$2,000,000
2 per occurrence combined single limit. If such insurance contains a
3 general aggregate limit, it shall apply separately to this Agreement or
4 be no less than two (2) times the occurrence limit.

5 C. Vehicle Liability:

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

17 D. Professional Liability:

18 DEVELOPER shall maintain Professional Liability Insurance
19 providing coverage for DEVELOPER'S performance of work
20 included within this Agreement, with a limit of liability of not less than
21 \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If
22 DEVELOPER'S Professional Liability Insurance is written on a claims
23 made basis rather than an occurrence basis, such insurance shall
24 continue through the term of this Agreement and DEVELOPER shall
25 purchase at his sole expense either 1) an Extended Reporting
26 Endorsement (also known as Tail Coverage); or 2) Prior Dates
27 Coverage from a new insurer with a retroactive date back to the date
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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 and CITY Risk Managers. If the Risk Managers 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 and CITY Risk Managers before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT, and at the election of the Risk Managers, 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) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a

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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 the County and CITY Risk Managers, 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 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) or its contractor's insurance carrier(s), to furnish a 60 day Notice of Cancellation Endorsement. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, 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.

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- iv. It is understood and agreed by the parties hereto that DEVELOPER'S insurance shall be construed as primary insurance, and DISTRICT'S and CITY'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 limits of liability for the insurance coverages currently required herein, if, in the County or CITY 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 DISTRICT and CITY.
 - viii. DEVELOPER agrees to notify DISTRICT and CITY 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.

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

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

9 20. Within two (2) weeks of completing PROJECT construction, provide
10 DISTRICT (Attention: Development Review Section) and CITY with written notice that
11 PROJECT construction is substantially complete and requesting that DISTRICT conduct a final
12 inspection of DISTRICT DRAINAGE FACILITIES and CITY conduct a final inspection of
13 APPURTENANCES.

14 21. Upon completion of PROJECT construction, and upon acceptance by CITY
15 of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance
16 of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for
17 ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT (i) the
18 flood control easement(s) including ingress and egress, in a form approved by DISTRICT, to the
19 rights of way as shown in concept cross-hatched in red on Exhibit "C", attached hereto and made
20 a part hereof.

21 22. At the time of recordation of the conveyance document(s) as set forth in
22 Section I.21., furnish DISTRICT with policies of title insurance, each in the amount of not less
23 than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
24 easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the
25 estimated value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT,
26 guaranteeing DISTRICT'S interest in said property as being free and clear of all liens,
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1 encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except
2 those which, in the sole discretion of DISTRICT, are acceptable.

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

14 24. Accept ownership and sole responsibility for (i) keeping retaining wall and
15 gutter free and clear of sediment and debris, and (ii) accept ownership and sole responsibility for
16 the operation and maintenance of the structural integrity of retaining wall within DEVELOPER
17 rights of way or easement.

18 25. Pay, if suit is brought upon this Cooperative Agreement or any bond
19 guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including
20 reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs,
21 expenses and fees shall be computed as costs and included in any judgment rendered.

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

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

8 SECTION II

9 DISTRICT shall:

10 1. Review and approve IMPROVEMENT PLANS prior to the start of
11 PROJECT construction.

12 2. Provide CITY an opportunity to review and approve IMPROVEMENT
13 PLANS prior to DISTRICT'S final approval.

14 3. Upon execution of this Cooperative Agreement, record or cause to be
15 recorded, a copy of this Cooperative Agreement in the Official Records of the Riverside County
16 Recorder.

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

19 5. Inspect DISTRICT DRAINAGE FACILITIES construction.

20 6. Keep an accurate accounting of all DISTRICT costs associated with the
21 review and approval of IMPROVEMENT PLANS, the review and approval of right of way and
22 conveyance documents, and the processing and administration of this Cooperative Agreement.

23 7. Keep an accurate accounting of all DISTRICT construction inspection costs,
24 and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE
25 FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit,
26 as set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the
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1 sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and
2 maintain DISTRICT DRAINAGE FACILITIES.

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

5 7. Accept ownership and sole responsibility for the operation and maintenance
6 of APPURTENANCES upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES
7 for ownership, operation and maintenance.

8 8. Not grant any occupancy permits for any units within any portion of Tract
9 No. 35414, or any phase thereof, until construction of PROJECT is complete, unless otherwise
10 approved in writing by DISTRICT.

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

17 SECTION IV

18 It is further mutually agreed:

19 1. All work involved with PROJECT shall be inspected by DISTRICT and
20 CITY but shall not be deemed complete until DISTRICT and CITY mutually agree in writing
21 that construction is completed in accordance with DISTRICT and CITY approved
22 IMPROVEMENT PLANS.

23 2. CITY and DEVELOPER personnel may observe and inspect all work being
24 done on DISTRICT DRAINAGE FACILITIES, but shall provide any comments to DISTRICT
25 personnel who shall be solely responsible for all quality control communications with
26 DEVELOPER'S contractor(s) during the construction of PROJECT.
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1 3. DEVELOPER shall complete construction of PROJECT within twelve (12)
2 consecutive months after execution of this Cooperative Agreement and within one hundred
3 twenty (120) consecutive calendar days after commencing work on PROJECT. It is expressly
4 understood that since time is of the essence in this Cooperative Agreement, failure of
5 DEVELOPER to perform the work within the agreed upon time shall constitute authority for
6 DISTRICT to perform the remaining work and require DEVELOPER'S surety to pay to CITY
7 the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse
8 DISTRICT for DISTRICT costs incurred.

9 4. If DEVELOPER fails to commence construction of PROJECT within nine
10 (9) months after execution of this Cooperative Agreement, then DISTRICT reserves the right to
11 withhold issuance of the Notice to Proceed pending a review of the existing site conditions as
12 they exist at the time DEVELOPER provides written notification to DISTRICT of the start of
13 construction as set forth in Section I.8. In the event of a change in the existing site conditions
14 that materially affects PROJECT function or DISTRICT'S ability to operate and maintain
15 DISTRICT DRAINAGE FACILITIES, DISTRICT may require DEVELOPER to modify
16 IMPROVEMENT PLANS as deemed necessary by DISTRICT.

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

21 In the event DEVELOPER wishes to expedite issuance of a Notice to
22 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at
23 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation
24 of the individual's credentials and experience to DISTRICT for review and, if appropriate,
25 approval. DISTRICT shall review the individual's qualifications and experience, upon approval
26 thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act
27 on DISTRICT'S behalf on all DISTRICT DRAINAGE FACILITIES construction and quality
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1 control matters. If DEVELOPER'S initial construction inspection deposit furnished pursuant to
2 Section I.3. exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up
3 to eighty percent (80%) of DEVELOPER'S initial inspection deposit within forty-five (45) days
4 of DISTRICT'S approval of DEPUTY INSPECTOR; however, a minimum balance of ten
5 thousand dollars (\$10,000) shall be retained on account.

6 6. PROJECT construction work shall be on a five (5) day, forty (40) hour work
7 week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless
8 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more
9 than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written
10 request for permission from DISTRICT to work the additional hours. The request shall be
11 submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional work
12 hours and state the reasons for the overtime and the specific time frames required. The decision
13 of granting permission for overtime work shall be made by DISTRICT at its sole discretion and
14 shall be final. If permission is granted by DISTRICT, DEVELOPER will be charged the cost
15 incurred at the overtime rates for additional inspection time required in connection with the
16 overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments
17 thereto, of the County of Riverside.

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

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

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

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

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

22 In the event there is conflict between this section and California Civil Code
23 Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782.
24 Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT or CITY to
25 the fullest extent allowed by law.

26 8. DEVELOPER for itself, its successors and assigns hereby releases
27 DISTRICT, County of Riverside and CITY, their respective officers, agents, and employees from
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1 any and all claims, demands, actions, or suits of any kind arising out of any liability, known or
 2 unknown, present or future, including, but not limited to any claim or liability, based or asserted,
 3 pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the
 4 United States Constitution, or any other law or ordinance which seeks to impose any other
 5 liability or damage, whatsoever, for damage caused by the discharge of drainage within or from
 6 PROJECT. Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT
 7 or CITY, their officers, agents and employees from any and all claims, demands, actions or suits
 8 of any kind arising out of any liability, known or unknown, present or future, for the negligent
 9 maintenance of DISTRICT DRAINAGE FACILITIES and APPURTENANCES, after the
 10 acceptance of DISTRICT DRAINAGE FACILITIES and APPURTENANCES by DISTRICT
 11 and CITY, respectively.

12 9. Any waiver by DISTRICT or by CITY of any breach of any one or more of
 13 the terms of this Cooperative Agreement shall not be construed to be a waiver of any subsequent
 14 or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or
 15 CITY to require exact, full and complete compliance with any terms of this Cooperative
 16 Agreement shall not be construed as in any manner changing the terms hereof, or estopping
 17 DISTRICT or CITY from enforcement hereof.

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

21 RIVERSIDE COUNTY FLOOD CONTROL
 22 AND WATER CONSERVATION DISTRICT
 23 1995 Market Street
 24 Riverside, CA 92501
 Attn: Administrative Services Section

CITY OF MORENO VALLEY
 14177 Frederick Street
 Moreno Valley, CA 92553
 Attn: Ahmad R. Ansari, P.E.
 Public Works Director/
 City Engineer

25 RIVERVIEW PARTNERS LP
 26 3444 Camino Del Rio North
 27 San Diego, CA 92108
 28 Attn: Peter Donovan

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11. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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

13. This Cooperative Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Cooperative Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Cooperative Agreement shall not be construed against DISTRICT because DISTRICT prepared this Cooperative Agreement in its final form.

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

15. 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, such consent not to be unreasonably withheld. Upon the granting of consent by the other parties, and if stated in the assignment document signed by DISTRICT (and DISTRICT shall not unreasonably withhold its consent to such statement), DEVELOPER shall no longer be liable for any of the obligations and duties contained in this Cooperative Agreement.

16. The individual(s) executing this Cooperative Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Cooperative 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

1 company(ies) which have the authority to authorize or deny entering into this Cooperative
2 Agreement.

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

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IN WITNESS WHEREOF, the parties hereto have executed this Cooperative

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 _____
LEILA MOSHREF-DANESH
Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement:
West End Moreno MDP Line V-3, Stage 1
Project No. 4-0-00786
Tract No. 35414
AMR:blm
02/14/17

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RECOMMENDED FOR APPROVAL: CITY OF MORENO VALLEY

By _____
AHMAD R. ANSARI
Public Works Director/City Engineer

By _____
MICHELLE DAWSON
City Manager

APPROVED AS TO FORM:
MARTIN D. KOCZANOWICZ
City Attorney

ATTEST:

By _____
PAUL EARLY
Assistant City Attorney

By _____
JACQUEZ-NARES
City Clerk

(SEAL)

Cooperative Agreement:
West End Moreno MDP Line V-3, Stage 1
Project No. 4-0-00786
Tract No. 35414
AMR:blm
02/14/17

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RIVERVIEW PARTNERS LP
a California limited partnership

By: Riverview Genpar, LLC,
a California limited liability company

By: R&V Management Corporation,
a California corporation, its Manager

By _____
G. A. RANGLAS
President

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement:
West End Moreno MDP Line V-3, Stage 1
Project No. 4-0-00786
Tract No. 35414
AMR:blm
02/14/17

Exhibit A

LEGAL DESCRIPTION

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

PARCEL 1:

LOT 12 IN BLOCK B AND THAT PORTION OF LOT 13 IN BLOCK B OF BURNS & KARR TRACT, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE 97 OF MAPS, RIVERSIDE COUNTY RECORDS, WHICH LIES NORTHERLY OF THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES BY DEED RECORDED JANUARY 3, 1964 AS INSTRUMENT NO. 781. TOGETHER WITH THAT PORTION OF THE EAST HALF OF VACATED CLARK STREET ADJOINING SAID PROPERTY ON THE WEST AS VACATED BY RESOLUTION ABANDONING COUNTY HIGHWAY RECORDED FEBRUARY 16, 1965 AS INSTRUMENT NO. 17933.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF LOT B (CLARK STREET) OF BURNS & KARR TRACT, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE 97 OF MAPS, RIVERSIDE COUNTY RECORDS, WHICH LIES NORTHERLY OF THE NORTHERLY LINE OF LOT 12 IN BLOCK B OF BURNS & KARR TRACT.

PARCEL 3:

LOT 3 IN BLOCK B OF BURNS & KARR TRACT, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE 97 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 4:

LOT 4 IN BLOCK B OF BURNS & KARR TRACT, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE 97 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

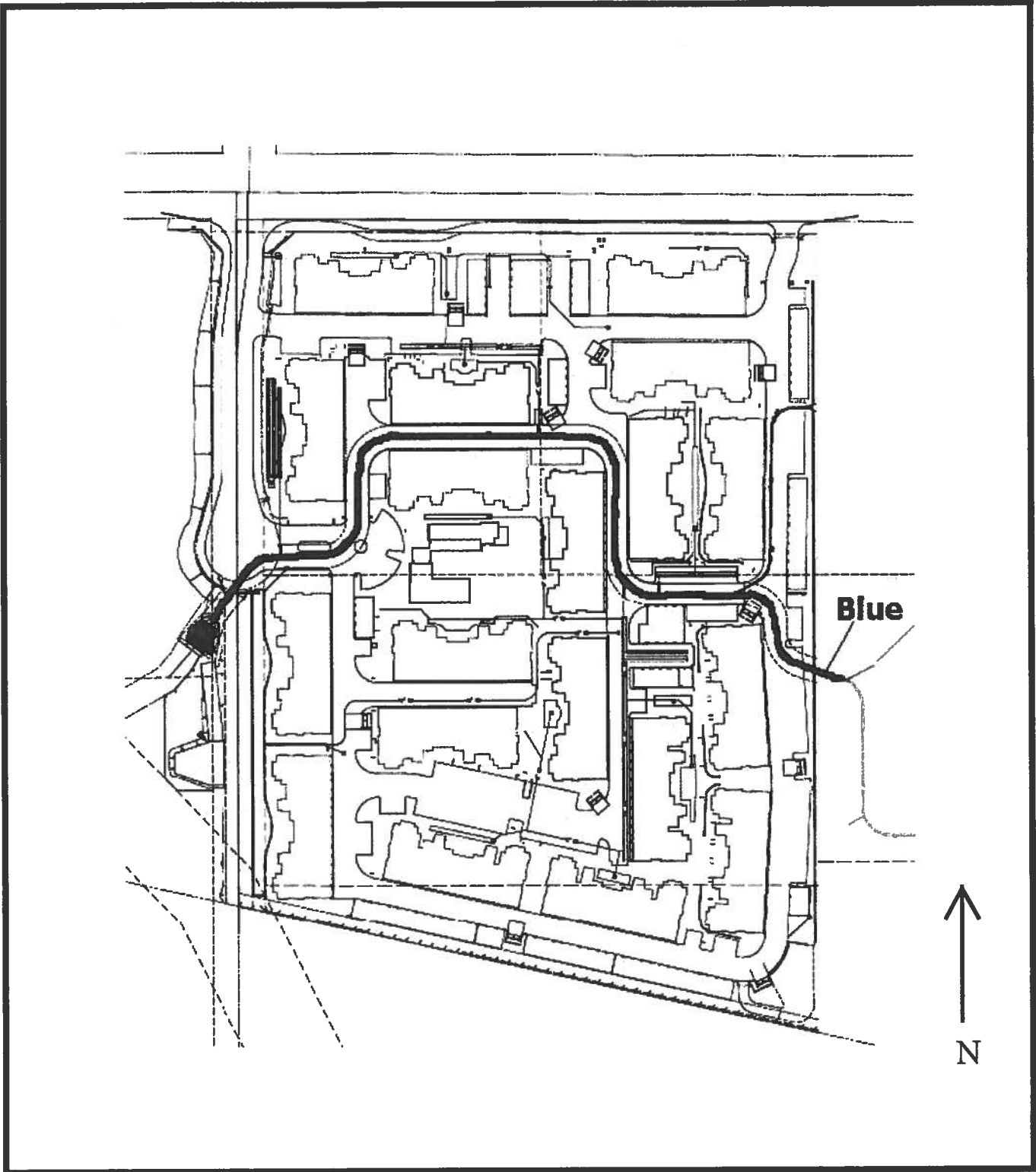
APN:

291-050-003-4 (Affects Parcel 3)

291-050-004-5 (Affects Parcel 4)

291-050-012-2 (Affects Portion of Parcel 1) and 291-050-013-3 (Affects Remainder of Parcel 1)

Exhibit B

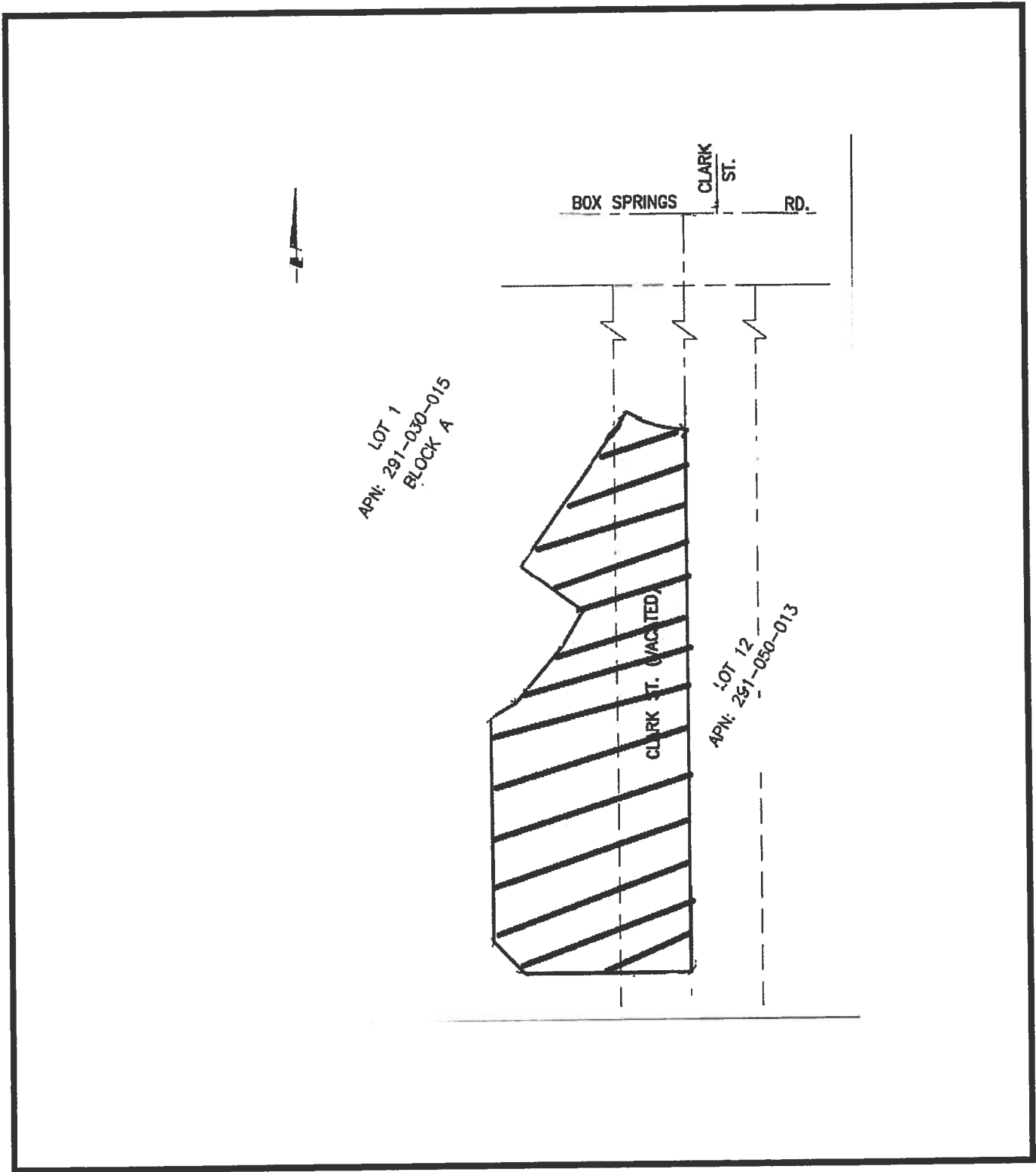


COOPERATIVE AGREEMENT

West End Moreno MDP Line V-3, Stage 1

TR 35414
Project No. 4-0-00768
Page 1 of 1

Exhibit C

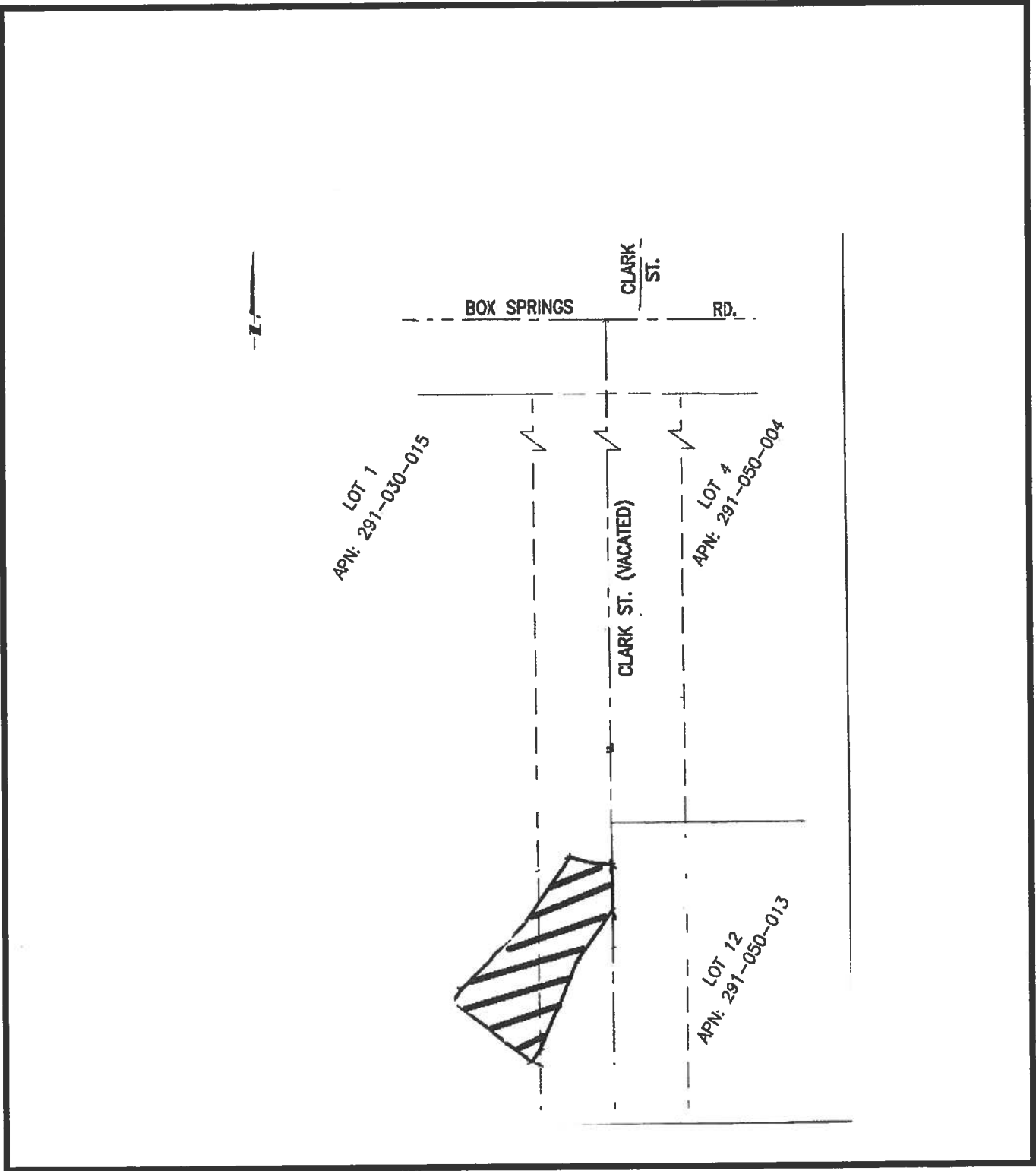


COOPERATIVE AGREEMENT

West End Moreno MDP Line V-3, Stage 1

TR 35414
Project No. 4-0-00786
Page 1 of 2

Exhibit C



COOPERATIVE AGREEMENT

West End Moreno MDP Line V-3, Stage 1

TR 35414
Project No. 4-0-00786
Page 2 of 2



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: April 4, 2017

TITLE: APPROVE PURCHASE ORDER TO ENCO UTILITY SERVICES FOR THE REPAIR OF EQUIPMENT

RECOMMENDED ACTION

Recommendation:

1. Authorize the issuance of a Purchase Order for ENCO Utility Services in the amount of \$129,897.98 (\$118,089.07 plus 10% contingency) for the repair of 13 PME-10 switches.
2. Authorize the Chief Financial Officer to appropriate \$129,898 in fund 6010 for the repair.

SUMMARY

This report recommends approval of a Purchase Order to ENCO Utility Services in the amount of \$129,897.98 for the repair of 13 PME-10 switches currently in service. The switches, manufactured by ABB, suffer from a defect that if not repaired, could cause an electrical service interruption and a safety concern.

This item was presented to the Utilities Commission on March 22, 2017.

DISCUSSION

Switchgears allow a utility to sectionalize its distribution system to provide flexibility in operations and to reduce restoration time in the event of an outage. There are a total of 131 switches of various types installed as part of MVU's distribution system. Of the total number of switches in service, 15 of the switches are PME-10 switches manufactured by ABB. During an inspection in January 2015, an ABB switch was found to be crackling and arcing, indicating a potential imminent failure. In an abundance of caution, the switch was removed from service and replaced. The arcing switch was inspected,

tested, adjusted, and placed back into service. Upon being energized, the same crackling and arcing was evident, and was removed from service. The switch was out of warranty, and staff was advised that ABB did not offer maintenance or repairs on PME-10 switches. After much discussion with ABB management over several months, ABB admitted to the flaw in this model of switch, and offered to repair the switch providing labor and travel from Pittsburg at their cost if the utility paid a total of \$3,514.32 for parts.

In January 2017, a second ABB switch failed. The ABB subcontract repair technician notified staff of a Product Safety Advisory dated in September 2013 that was never provided to MVU. ABB agreed to repair the second failed switch and the remaining 13 switches in service under the same circumstances as the first repair – ABB would provide labor and travel at their cost, and MVU would pay for parts. The parts for the second failed switch that has been removed from service have been ordered.

The total cost to repair the remaining switches is \$129,897.98, which is the cost for parts with the removal and installation being performed by ABB at no charge. It is estimated that the repairs will take place over a period of 6 months, after the arrival of the parts. If MVU were to replace the 13 switches with new ones, it is estimated that the cost would be \$301,767. ABB also advised that they no longer manufacture PME switches.

ALTERNATIVES

1. Approve the issuance of a Purchase Order to ENCO Utility Services for \$129,897.98 for the repair of 13 PME-10 switches. *This will ensure the safety of utility staff and prevent service interruptions from the failed equipment.* Staff recommends this alternative.
2. Do not approve the issuance of a Purchase Order to ENCO Utility Services for \$129,897.98 for the repair of 13 PME-10 switches. *This will increase the probability for safety concerns for utility staff and electrical service interruptions for customers.* Staff does not recommend this alternative.

FISCAL IMPACT

MVU operating funds will be used for the repair of the PME-10 switches. A budget appropriation of \$129,898 is required to pay for the repair.

| Fund | GL Account No. | Type (Rev/Exp) | FY 16/17 Budget | Proposed Adjustments | FY16/17 Amended Budget |
|------|-------------------------|----------------|-----------------|----------------------|------------------------|
| 6010 | 6010-30-80-45510-710134 | Exp | \$100,000 | \$129,898 | \$229,898 |

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Jeannette Olko
Electric Utility Division Manager

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

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 4.1: Develop a Moreno Valley Utility Strategic Plan to prepare for the 2020 expiration of the ENCO Utility Systems agreement.

ATTACHMENTS

1. Product Safety Advisory
2. WO Auth#40-371 - ABB switch replacement (2)

APPROVALS

| | | |
|-------------------------|-------------------|-----------------|
| Budget Officer Approval | <u>✓ Approved</u> | 3/16/17 1:59 PM |
| City Attorney Approval | <u>✓ Approved</u> | 3/16/17 2:13 PM |
| City Manager Approval | <u>✓ Approved</u> | 3/22/17 5:48 PM |

Product Safety Advisory

MDS and MES Padmount Switchgear – September 9, 2013

Purpose of Notification

ABB has investigated reports that some of the switches in our MDS and MES padmount switchgear that have been in service since 2008 are susceptible to degradation of the push rod used to operate the switch blades when installed in padmount switch units. This condition has been caused by excessive moisture due to condensation being trapped in the high voltage compartment of the unit. In severe cases this degradation has resulted in the push rod breaking. If this occurs on one or more phases, downstream power will remain energized after the padmount switch has been opened.

ABB views this as a safety concern and advises all MDS and MES padmount customers to perform an inspection of the equipment to determine the condition of the push rods.

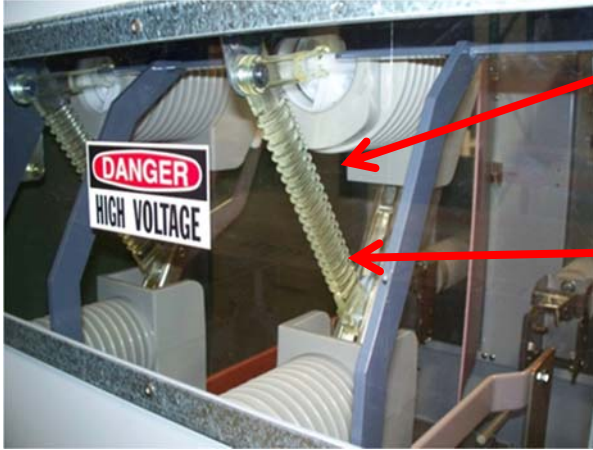
WARNING: Before performing any inspection or maintenance of the padmount switchgear the following must be observed: Only qualified persons may operate, inspect or maintain power switchgear. Do not remove covers, open doors or work on equipment unless power has been turned off, and all the circuits are de-energized. Verify that all circuits are de-energized. For the safety of personnel performing maintenance or inspection on the padmount switchgear or the connecting equipment, all components must be electrically disconnected by means of a visible break, securely grounded and locked out, and tagged in accordance with personnel precautions spelled out in ANSI/ASSE Z244.1 “Control of Hazardous Energy – Lockout/Tagout and Alternative Methods”.

Maintenance personnel should be briefed on this condition and cautioned they must comply with applicable OSHA requirements prior to working on electrical equipment, including isolating circuitry, verifying the circuitry is de-energized, grounding all phases and wearing personal protective equipment prior to performing any work on the system.

BECAUSE OF THE RISK OF SERIOUS PERSONAL INJURY (INCLUDING DEATH) AND/OR PROPERTY DAMAGE, ABB IS ADVISING CUSTOMERS TO IMMEDIATELY PERFORM THE INSPECTIONS DESCRIBED BELOW TO DETERMINE IF THERE IS ANY DEGRADATION OF THE PUSH RODS.

Visually inspect all three push rods for each switch in the unit. If necessary use a flashlight to verify the condition of each push rod. Evidence of deterioration of a push rod should be noted and ABB should be advised for an immediate recommendation of corrective action.

If one of the conditions listed below is present, immediately contact ABB Customer Service to determine a course of action.



1 –Ensure the push rods are not broken.

2 -Inspect for cracks in the connection region.



3 Inspect for dark burned debris
4 Inspect for presence of the retaining ring on the push rod pins
5 -Inspect for corrosion on the connecting rod hardware, including the pin and retaining ring.

Note: Photos above are taken through the lexan window of MDS padmount deadfront switchgear. When inspecting MES livefront, ABB strongly recommends de-energizing the unit prior to inspection. If possible, take photographs of any suspect conditions for analysis. Following completion of the inspection, record the serial number of the inspected unit(s) and notify ABB Customer Service of the results of the inspection to determine further course of action. Please email the information, along with any photos, to ABB Customer Service, at customer.service.group@us.abb.com.

If any other abnormal condition not listed above is identified during the inspection, please contact ABB Customer Service for support by calling the 24 hour Support Line: 800-929-7947 option 5 or 407-732-2000 ext. 2510 or by emailing the above listed address.

ABB is committed to guarantee the highest reliable performance for its products and will work closely with our padmount switchgear customers to determine the best course of action for the affected equipment. We regret any inconvenience this may cause and our Quality, Engineering, and Customer Service departments will be available to discuss any further concerns you may have.

Sincerely,

Terence P. Malloy
Customer Service Manager



Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: April 4, 2017

TITLE: APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX INFORMATION

RECOMMENDED ACTION

Recommendation:

1. Authorize the City Manager or her designee to sign a Franchise Tax Board Agreement that will continue to allow both entities to share tax information confidentially.

SUMMARY

This report recommends that the Council approve the City's renewal of its biannual agreement with the State of California Franchise Tax Board (FTB) to annually share tax information relating to Business License Taxes. The purpose of the information exchange is to ensure consistency of local business tax reporting provided to both the City and the State.

DISCUSSION

The City has adopted several processes to validate the accuracy of tax roll information pertaining to businesses operating within Moreno Valley. One of these systems contains a feature to crosscheck FTB and City Business License tax data. The results help identify businesses that should be participating in the Business License program, and provides staff with information to initiate any necessary follow-up with the businesses.

Gaps in business tax data can easily occur in routine situations; taking steps to validate local records with State records help ensure that the City captures tax revenue due under the Business License program. Underreporting may occur, for example, if a business moves from one tax jurisdiction to another, or if the new address is incorrectly

recorded. Businesses with multiple locations may report sales activity disproportionately among the locations; ensuring correct reports and active Business Licenses will preclude a loss of City revenues.

Renewal of the agreement with the FTB will allow both entities to annually crosscheck information and address any errors that may come to light.

The FTB has strict requirements safeguarding the confidentiality of tax information. The City's procedures and systems meet the FTB requirements.

ALTERNATIVES

1. Authorize the City Manager or her designee to sign a Franchise Tax Board Agreement that will allow both entities to share tax information confidentially. *Staff recommends this action as no alternative method exists to crosscheck FTB and City Business License tax information.*
2. Do not approve renewal of the agreement with the Franchise Tax Board. *Staff does not recommend this alternative as crosschecking local and FTB data is an important step to preclude loss of tax revenue which supports a broad range of City services.*

FISCAL IMPACT

Since existing systems have the capability to reconcile FTB and City Business License tax data, no expense is anticipated in implementing this agreement. Not authorizing this Agreement may result in lost tax revenue which supports a broad range of City services.

PREPARATION OF STAFF REPORT

Prepared By:
Steve Hargis
Technology Services Division Manager

Department Head Approval:
Thomas M. DeSantis
Assistant City Manager

Concurred By:
Brooke McKinney
Treasury Operations Division Manager

CITY COUNCIL GOALS

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

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. Franchise Tax Board Agreement

APPROVALS

| | | |
|-------------------------|-------------------|------------------|
| Budget Officer Approval | <u>✓ Approved</u> | 3/20/17 10:33 AM |
| City Attorney Approval | <u>✓ Approved</u> | 3/20/17 10:31 AM |
| City Manager Approval | <u>✓ Approved</u> | 3/22/17 5:49 PM |

| |
|-------------------------------------|
| AGREEMENT NUMBER C1600189 |
| REGISTRATION NUMBER |

- This Agreement is entered into between the State Agency and the Contractor named below:

| | |
|---|--|
| STATE AGENCY'S NAME Franchise Tax Board | |
| CONTRACTOR'S NAME City of Moreno Valley | |
- The term of this Agreement is: **June 1, 2017 or date of approval, whichever is later, through December 31, 2019**
- The maximum amount of this Agreement is: **\$ 0.00**
NON-FINANCIAL AGREEMENT
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| | |
|--|---------|
| Exhibit A – Scope of Work | 3 pages |
| Exhibit C* – General Terms and Conditions | GTC610 |
| Exhibit D – Special Terms and Conditions | 3 pages |
| Exhibit E – City/County Record Layout Specifications | 2 pages |
| Exhibit F – FTB Record Layout Specifications | 1 page |
| Exhibit G – Confidentiality Statement | 1 page |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

| CONTRACTOR | | California Department of General Services Use Only |
|---|---------------------------|--|
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Moreno Valley | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Michelle Dawson, City Manager or Designee | | |
| ADDRESS 14177 Frederick Street, Moreno Valley, CA 92552 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME Franchise Tax Board | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Michael A. Banuelos, Procurement and Contracting Officer or Designee | | |
| ADDRESS P.O. Box 2086, Rancho Cordova, CA 95741-2086 | | |

Exempt per: **SCM 1 - 4.04.A.2.**

Attachment: Franchise Tax Board Agreement (2529) : APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX

EXHIBIT A
SCOPE OF WORK

This Agreement is entered into by and between the Franchise Tax Board, herein after referred to as (FTB), and the City of Moreno Valley, herein after referred to as the City/County.

Purpose:

This Agreement provides for the reciprocal exchange between FTB and the City/County tax data specific to City/County business license information for tax administration purposes. By entering into a reciprocal agreement, each party agrees to bear its own costs of providing the data, and the City/County is precluded from obtaining reimbursement.

Both parties will abide by the legal and confidential provisions of this Agreement. Exhibits A, C, D, E, F, and G, attached hereto and incorporated by reference herein, set forth additional terms to which the parties agree to be bound.

No Federal Tax Information will be exchanged.

Legal Authority:

California Revenue and Taxation Code (R&TC) Section 19551.1 authorizes a reciprocal agreement for the exchange of specified tax information between a City/County and FTB. R&TC Section 19551.5 mandates counties to provide City/County business licensing and tax information to FTB upon request.

City/County Responsibilities:

1. The City/County agrees that the information provided by FTB will be used exclusively to administer the City/County business tax program.
2. The City/County agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose; and will only be accessed or used by City/County employees whose duties are to administer the City/County business tax program.
3. The City/County agrees to provide FTB with tax information pursuant to Exhibit E, Format Specifications, which shall include, but not be limited to, the following:
 - Business or owner's name.
 - Business or residence address.
 - Federal employer identification number or social security number.
 - Ownership type.
 - North American Industry Classification Code or Standard Industry Classification Code.
 - Business start and cessation dates.
 - City/County Business Tax Number, to be assigned to the City/County by FTB.
4. The City/County agrees to extract and provide City/County data to FTB annually in June for each tax year that the Agreement is in place: June 2017, 2018, and 2019. If the Agreement is executed after June 30, 2017, the City/County will have 30 days after execution to provide FTB with the first year's data.

EXHIBIT A
SCOPE OF WORK

5. The City/County agrees to submit the records to FTB electronically using FTB's Secure Web Internet File Transfer (SWIFT) system.
6. The City/County agrees to submit the records to FTB in ASCII fixed-length format, .txt, per the Format Specifications, Exhibit E.
7. The City/County agrees to resubmit data in the event data is initially submitted with errors. The resubmission of data must be within 30 days of notification. If data is not submitted accurately and timely, the City/County will forfeit its rights to FTB data for that year.
8. The City/County agrees that each City/County employee having access to FTB data shall sign a City/County Business Tax Program Confidentiality Statement, FTB 712 (Exhibit G). The signed statement is to be retained by the City/County and produced to FTB upon request.
9. The City/County agrees to submit to FTB a completed Safeguard Review Questionnaire prior to receiving any FTB data. The Safeguard Review Questionnaire is valid for the duration of the Agreement.
10. The City/County agrees to provide a copy of the resolution, order, minutes reflecting passage of a motion, or ordinance of the local governing body authorizing the execution of the Agreement.

FTB Responsibilities:

1. FTB agrees that information provided by the City/County will be used for tax administration and non-tax programs that FTB administers and may be shared with other state or federal agencies as authorized by law.
2. FTB agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose, except as provided in paragraph 1 or otherwise authorized by law.
3. FTB agrees to provide the City/County with data extracted from the Taxpayer Information (TI) system and Business Entities Tax System (BETS). FTB will provide the City/County with records for taxpayers within the City's/County's jurisdiction who indicate a business on their personal or business entity income tax return. The Record Layout, Exhibit F (FTB 909A) shall include:
 - Taxpayer name.
 - Taxpayer address.
 - Taxpayer social security number or federal employer identification number.
 - Principal Business Activity code.
4. FTB agrees to match the data provided by the City/County using the social security number or federal employer identification number against FTB's data with a "yes" or "no" indicator on the Record Layout, Exhibit F (FTB 909A). The first year's data match is at the discretion of FTB based on when the data is received from the City/County and processed.
5. FTB agrees to provide the City/County with an annual data extract in December 2017 for tax year 2016, in December 2018 for tax year 2017, and in December 2019 for tax year 2018 via SWIFT.

EXHIBIT A
SCOPE OF WORK

6. FTB agrees to register the City/County for a SWIFT account allowing for the secure electronic transmission of data.
7. FTB agrees to provide the City/County with a unique City/County Business Tax Number to be used for reporting purposes only.
8. FTB agrees to allow the City/County to resubmit data within 30 days of notification, in the event data is initially submitted with errors.

Project Coordinators:

The project coordinators during the term of this Agreement will be:

Franchise Tax Board

Felicia Hicks
City/County Business Tax Program Manager
Data Resources and Services Unit
P.O. Box 1468, Mailstop A181
Sacramento, CA 95812-1468
Phone: (916) 845-6304
Email: LocalGovtLiaison@ftb.ca.gov

City of Moreno Valley

Gordon MacDonald
Applications & Database Adm
14177 Frederick Street
Moreno Valley, CA 92552
Phone: (951) 413-3417
Email: gordonm@moval.org

Return executed agreement to:

Franchise Tax Board

Tracey Mollow
Business Acquisitions Unit
P.O. Box 2086, Mailstop A-374
Rancho Cordova, CA 95741-2086
Phone: (916) 845-5193
Fax: (916) 843-0497

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **DATA OWNERSHIP:** The confidential tax information or sensitive information being provided to the City/County under this Agreement remains the exclusive property of the FTB. Confidential tax and sensitive data/information are not open to the public and require special precautions to protect from loss and unauthorized use, disclosure, modification, or destruction. The City/County shall have the right to use and process the disclosed information for the purposes stated in this Agreement, which right shall be revoked and terminated immediately upon termination of this Agreement.
2. **STATEMENT OF CONFIDENTIALITY:** The Franchise Tax Board has tax return information and other data in its custody, which is confidential. Unauthorized inspection or disclosure of state returns or other confidential data is a misdemeanor (Revenue and Taxation Code Sections 19542, 19542.1, 19542.3 and 19552 and Government Code Section 90005).

Upon the approval of this Agreement and prior to any access to the confidential or sensitive data of the FTB. Each City/County employee who may have access to the confidential data of FTB will be required to sign a City/County Business Tax Program Confidentiality Statement, FTB 712 (Exhibit G), attesting to the fact that he/she is aware of the confidentiality of the data and the penalties for unauthorized disclosure thereof. The signed statement(s) shall be retained by the City/County and furnished to FTB upon request.

3. **USE OF INFORMATION:** The City/County agrees that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described in the Scope of Work of Exhibit A. The City/County further agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than as identified in Exhibit A. The information obtained by FTB shall be used for tax administration and nontax programs that FTB administers and may be shared with other state or federal agencies as authorized by law.
4. **EMPLOYEE ACCESS TO INFORMATION:** Both FTB and the City/County agree that the information obtained will be kept in the strictest confidence and shall make information available to its own employees only on a "need to know" basis. The "need to know" standard is met by authorized employees who need the information to perform their official duties in connection with the uses of the information authorized by this Agreement. Each party recognizes its responsibility to protect the confidentiality of the information in its custody as provided by law and ensure that such information is disclosed only to those individuals and for such purposes as authorized by law and this Agreement.
5. **PROTECTING CONFIDENTIAL INFORMATION/ INCIDENT REPORTING:** Both agencies, in recognizing the confidentiality of FTB information, agree to take all appropriate precautions to protect the confidential information obtained pursuant to this Agreement from unauthorized disclosure. Both agencies will conduct oversight of its users with access to the confidential information provided under this Agreement and will immediately notify the FTB's Information Security Audit Unit (SecurityAuditMail@ftb.ca.gov) of any unauthorized or suspected unauthorized accesses, uses and/or disclosures (incidents). For purposes of this section, immediately is defined as within 24 hours of the discovery of the breach. The notification must describe the incident in detail and identify responsible personnel (name, title, and contact information). The City/County with an incident will comply with the incident reporting requirements in accordance with Revenue and Taxation Code section 19542.1, Civil Code Section 1798.29 and SAM Chapter 5300 and SAM Section 20080 to facilitate or fulfill the required reporting to the taxpayers or state oversight agencies.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

6. **INFORMATION SECURITY:** Information security is defined as the preservation of the confidentiality, integrity, and availability of information. A secure environment is required to protect the confidential information obtained from FTB pursuant to this Agreement. The City/County will store information so that it is physically secure from unauthorized access. The records received by the City/County will be securely maintained and accessible only by employees of the City/County business license or tax programs who are committed to protect the data from unauthorized access, use, and disclosure. All FTB electronic data must be encrypted when in transit using FIPS 140-2 approved encryption technology and be password protected and secure at all times when in storage. Confidential information obtained from the FTB must be secured in accordance with the State Administrative Manual, Chapters 5100 (EDP Standards) and 5300 (Information Security); National Institute of Standards and Technology (NIST) Special Publication 800-53 (moderate); and additional security requirements provided by FTB.
7. **CLOUD COMPUTING ENVIRONMENT:** A Cloud Computing Environment cannot be used to receive, transmit, store or process FTB's confidential data without prior approval from FTB's Chief Security Officer.
8. **DESTRUCTION OF RECORDS:** All records received by the City/County from FTB, and any database(s) created, copies made, or files attributed to the records received, will be returned or destroyed within three years of receipt or upon termination of the Agreement due to a breach of its terms, whichever occurs earlier. The records shall be destroyed in a manner to be deemed unusable or unreadable, and to the extent that an individual record can no longer be reasonably ascertained. The City/County will notify FTB City/County Business Tax Program Manager annually in writing at LocalGovtLiaison@ftb.ca.gov that proper destruction methods have been applied. FTB will destroy City/County data in accordance with the Department's data retention policies.
9. **SETTLEMENT OF DISPUTES:** In the event of a dispute, the City/County shall file a "Notice of Dispute" with the Chief Financial Officer of the Franchise Tax Board within ten (10) days of discovery of the problem. Within ten (10) days, the Chief Financial Officer or his/her designee shall meet with the City/County and the FTB contacts for purposes of resolving the dispute. The decision of the Chief Financial Officer shall be final.
10. **SAFEGUARD REVIEW QUESTIONNAIRE AND REVIEW:** Prior to sending data to the City/County, FTB requires the City/County to submit a Safeguard Review Questionnaire certifying the protection and confidentiality of FTB data. The City/County will be provided a minimum of seven (7) days' notice prior to an on-site safeguard review being conducted by the FTB Disclosure Office. The FTB retains the right to conduct on-site safeguard reviews of the City/County use of FTB information and security controls established. The safeguard reviews may include, but are not limited to an examination of the adequacy of information security controls, "need to know," and use justifications established by the City/County to ensure compliance with the terms and conditions of this Agreement. The City/County will take appropriate disciplinary actions against any user determined to have violated security or confidentiality requirements.
11. **LIMITED WARRANTY:** Neither party represents or warrants the accuracy or content of the material available through this Agreement, nor each expressly disclaims any express or implied warranty, including any implied warranty of fitness for a specific purpose.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

12. CANCELLATION: Either party may terminate this Agreement, in writing for any reason, upon thirty (30) days' prior written notice. This Agreement may be terminated immediately by either party in the event of any breach of the terms of this Agreement.

13. NO THIRD PARTY LIABILITY: Nothing contained in or related to this Agreement shall create any contractual relationship between either of the Parties and any other party, except between FTB and the City/County; and no other party shall relieve the City/County or FTB of its responsibilities and obligations hereunder. Each of the parties agrees to be fully responsible for the acts and omissions of its third party contractors and agents, and of persons either directly or indirectly employed by the party. Neither of the parties shall have any obligation to pay, or to see to the payment of, any monies to any party or persons either directly or indirectly employed by the other.

EXHIBIT E
CITY AND COUNTY RECORD FORMAT SPECIFICATIONS (FTB 909)

| Data Element Name | Start Pos. | End Pos. | Field Size | Usage | Description |
|------------------------------------|------------|----------|------------|-------|--|
| SOCIAL SECURITY NUMBER (SSN) | 1 | 9 | 9 | AN | Must be present unless FEIN is provided. Fill unused field with zeros. |
| FEDERAL EMPLOYER ID NUMBER (FEIN) | 10 | 18 | 9 | AN | Must be present unless SSN is provided. Fill unused field with zeros. |
| OWNERSHIP TYPE | 19 | 19 | 1 | AN | Must be present: S = Sole Proprietorship P = Partnership C = Corporation T = Trust L = Limited Liability Company |
| OWNER'S LAST NAME | 20 | 34 | 15 | AN | Must be present if Ownership Type in position 19 = S. |
| OWNER'S FIRST NAME | 35 | 45 | 11 | AN | Must be present if Ownership Type in position 19 = S. |
| OWNER'S MIDDLE INITIAL | 46 | 46 | 1 | AN | May be left blank. |
| BUSINESS NAME | 47 | 86 | 40 | AN | Enter if business is operating under a fictitious name (Doing Business As (DBA)). |
| BUSINESS ADDRESS NUMBER AND STREET | 87 | 126 | 40 | AN | Address of the business location or the residence of the owner if sole proprietorship. |
| CITY | 127 | 166 | 40 | A | Must be present. |
| STATE | 167 | 168 | 2 | A | Enter standard state abbreviation. |
| ZIP CODE | 169 | 177 | 9 | AN | Enter the five- or nine-digit ZIP Code assigned by the U.S. Postal Service. If only the first five-digits are known, left-justify information and fill the unused fields with zeros. |
| BUSINESS START DATE | 178 | 185 | 8 | N | Enter the eight-digit date (MMDDYYYY). Zero fill if not known. |
| BUSINESS CEASE DATE | 186 | 193 | 8 | N | Enter the eight-digit date (MMDDYYYY) if out of business. Zero fill if unknown or still in business. |

EXHIBIT E
CITY AND COUNTY RECORD FORMAT SPECIFICATIONS (FTB 909)

| Data Element Name | Start Pos. | End Pos. | Field Size | Usage | Description |
|---|-------------------|-----------------|-------------------|--------------|---|
| CITY BUSINESS TAX NUMBER | 194 | 196 | 3 | N | Enter three-digit number assigned by FTB. |
| NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) | 197 | 202 | 6 | N | Enter the two- to six-digit NAICS code. Left justify. (example 99 will be 9900). Fill unused fields with zeros. |
| STANDARD INDUSTRIAL CLASSIFICATION (SIC) | 203 | 206 | 4 | N | Enter the 2-4 digit SIC code. Left justify (example 99 will be 9900). Fill unused fields with zeros. |
| TOTAL RECORD LENGTH | | 206 | | | |

EXHIBIT F
FRANCHISE TAX BOARD RECORD LAYOUT SPECIFICATIONS (FTB 909A)

| Field Name | Length | Start Pos. | Description |
|----------------------------|--------|------------|--|
| ENTITY TYPE | 1 | 1 | "P" – personal income tax record; "B" – business entity tax record. |
| SSN or FEIN | 9 | 2 | For "P" records, primary taxpayer's social security number; For "B" records, federal employer identification number. |
| LAST NAME | 40 | 11 | For "P" records, the primary taxpayer's last name; For "B" records, business name. |
| FIRST NAME | 11 | 51 | For "P" records ONLY. |
| MIDDLE INITIAL | 1 | 62 | For "P" records ONLY. |
| SPOUSE SSN | 9 | 63 | For "P" records filed with a joint return. |
| SPOUSE LAST NAME | 17 | 72 | For "P" records filed with a joint return. |
| SPOUSE FIRST NAME | 11 | 89 | For "P" records filed with a joint return. |
| SPOUSE MIDDLE INITIAL | 1 | 100 | For "P" records filed with a joint return. |
| PBA CODE | 6 | 101 | Principal Business Activity code. |
| ADDRESS NUMBER | 10 | 107 | |
| PRE-DIRECTIONAL DIRECTOR | 2 | 117 | Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW). |
| STREET NAME | 28 | 119 | |
| STREET SUFFIX | 4 | 147 | e.g., ST, WAY, HWY, BLVD, etc. |
| POST-DIRECTIONAL INDICATOR | 2 | 151 | Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW). |
| STREET SUFFIX 2 | 4 | 153 | |
| APARTMENT/SUITE NUMBER | 10 | 157 | e.g., APT, UNIT, FL, etc. |
| CITY | 13 | 167 | |
| STATE | 2 | 180 | Standard state abbreviation. |
| ZIP CODE | 5 | 182 | The five-digit ZIP Code assigned by the U.S. Postal Service. |
| ZIP CODE SUFFIX | 4 | 187 | Provided if known. |
| CBT MATCH | 1 | 191 | "N" – No match per CBT data. "Y" – Yes: CBT matched to state tax return filed. |

EXHIBIT G
CONFIDENTIALITY STATEMENT (FTB 712)

State of California

Franchise Tax Board

City/County Business Tax Program Confidentiality Statement

Confidential tax data is protected from disclosure by law, regulation, and policy. Information security is strictly enforced; violators may be subject to disciplinary, civil, and/or criminal action. Protecting confidential tax data is in the best interest of the city, county, and state.

As a city/county employee, you are required to protect all information received from the Franchise Tax Board (FTB). To protect confidential tax data, you must:

- **Access or modify tax data solely to perform official duties.**
- **Never access or inspect tax data for curiosity or personal reasons.**
- **Never show or discuss confidential tax data with anyone who does not have a need to know.**
- **Never remove confidential tax data from your worksite without authorization.**
- **Place confidential tax data in approved locations only.**

Unauthorized inspection, access, use, or disclosure of confidential tax data is a crime under state laws including, but not limited to, California Revenue and Taxation Code Sections 19542 and 19552 and Penal Code Section 502. Unauthorized access, inspection, use, or disclosure may result in either or both of the following:

- **State criminal action**
- **Taxpayer civil action.**

I certify that I have read the confidentiality statement printed above. I further certify and understand that unauthorized access, inspection, use, or disclosure of confidential information may be punishable as a crime and may result in disciplinary and/or civil action against me.

Name (print)

| | |
|---------------------------|----------------------|
| _____ <u>Signature</u> | _____ <u>Date</u> |
|---------------------------|----------------------|

Each city/county employee accessing FTB data must retain a signed copy of this form and provide it to FTB upon request.

FTB 712 (REV 06-2016)

Attachment: Franchise Tax Board Agreement (2529 : APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: April 4, 2017

TITLE: PA15-0035 (PM 36986) - APPROVE PARCEL MAP FOR FINANCE AND CONVEYANCE PURPOSES LOCATED ON THE SOUTHWEST CORNER OF BRODIAEA AVENUE AND MORENO BEACH DRIVE. DEVELOPER: CONTINENTAL EAST FUND VII, LLC

RECOMMENDED ACTION

Recommendations:

1. Approve PA15-0035 (PM 36986) final map for finance and conveyance purposes.
2. Authorize the City Clerk to sign the map and transmit final map to the County Recorder's Office for recordation.

SUMMARY

This report recommends approval of the final map for finance and conveyance purposes for PA15-0035 (Parcel Map 36986), which is owned by Continental East Fund VII, LLC. The project is located on the southwest corner of Brodiaea Avenue and Moreno Beach Drive.

DISCUSSION

On December 10, 2015 the Planning Commission of the City of Moreno Valley approved PA15-0035 (TPM 36986), a 7.4 gross acre tentative parcel map for finance and conveyance purposes, containing the overall boundary of Brodiaea Avenue to the north and Moreno Beach Drive to the east. The developer is proposing to divide the overall site into two parcels. Parcel 1, a 1.76-acre lot, and parcel 2, a 5.64-acre lot, have their easterly property boundaries adjacent to Moreno Beach Drive right-of-way. Parcel 1 is adjacent to and south of Brodiaea Avenue right-of-way, and parcel 2 is south

of parcel 1. Parcel 1 is vacant property with existing improvements along the parcel's frontage and parcel 2 is an existing senior assisted living facility with all adjoining improvements constructed.

Parcel Map 36986 is a 7.4-acre, two-parcel, parcel map proposed for finance and conveyance purposes. Therefore, no right-of-way dedications or improvements are required. Any right-of-way dedications and improvements required at the time development is proposed would be through a separate planning application process.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative to allow the final map to be recorded for financing purposes and the project to move forward with development.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will result in the developer's final map not to be recorded for financing purposes and will not allow the project to move forward with development.*

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

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

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

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

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

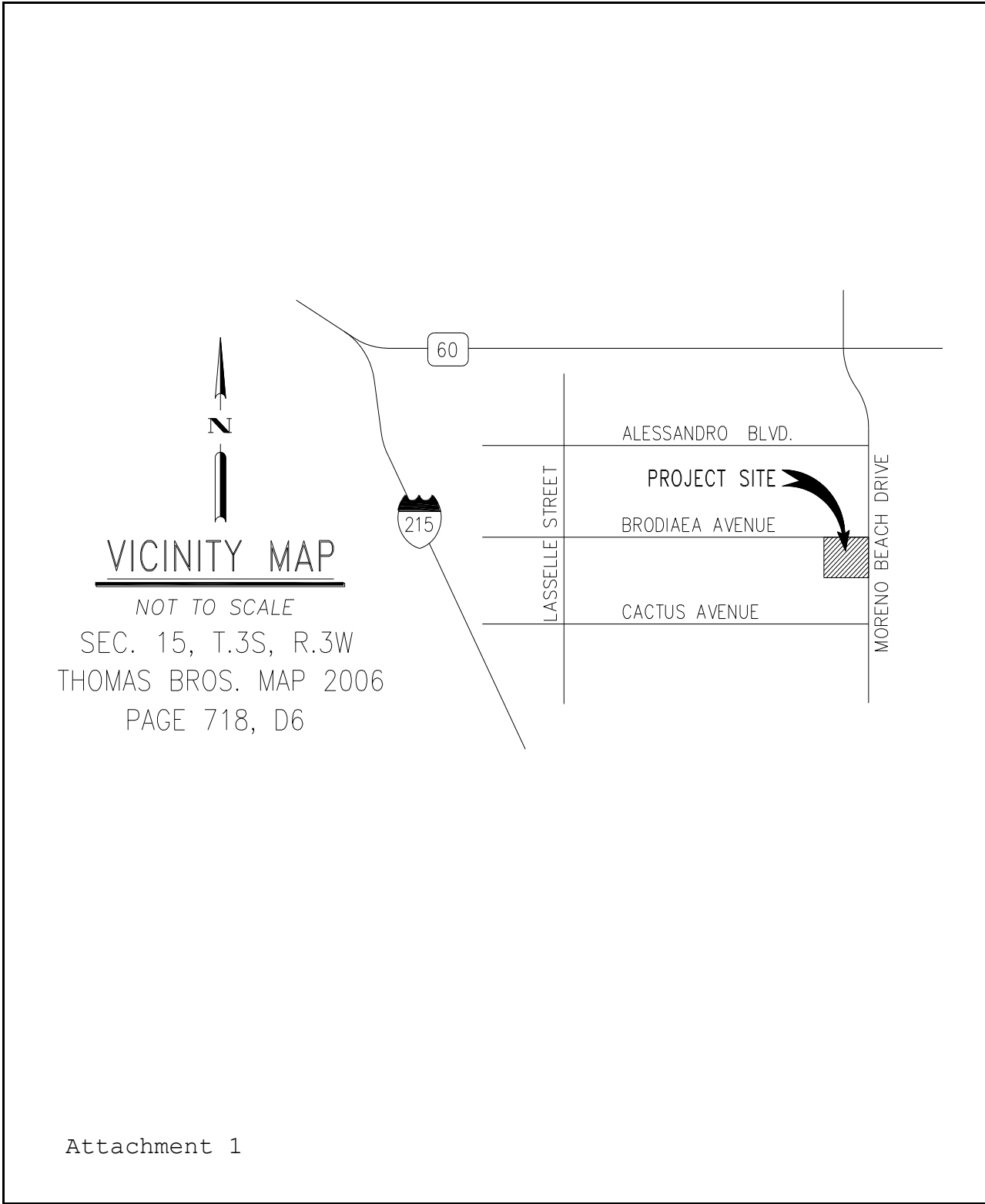
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

- 1. Vicinity Map PA15-0035 (PM 36986)

APPROVALS

| | | |
|-------------------------|-------------------|------------------|
| Budget Officer Approval | <u>✓ Approved</u> | 3/20/17 9:37 AM |
| City Attorney Approval | <u>✓ Approved</u> | 3/20/17 10:11 AM |
| City Manager Approval | <u>✓ Approved</u> | 3/23/17 10:58 AM |



Attachment 1

**CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT**

PA15-00035 (TPM 36986)

Attachment: Vicinity Map PA15-00035 (PM 36986) (2530 : PA15-0035 (PM 36986) - APPROVE PARCEL MAP FOR FINANCE)



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: April 4, 2017

TITLE: APPROVE APPROPRIATION OF FUNDS FOR PROJECT 805 0043 FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendation:

1. Authorize the Chief Financial Officer to appropriate \$456,600 for the MVU portion of the Heacock Street Improvement Project, Bid Alternate 5.

SUMMARY

On February 21, 2017, the City Council approved the contract with Sequel Contractors, Inc. for the Heacock Street Improvements from Iris Avenue to Gentian Avenue. This report recommends approval of the appropriation of funds in the amount of \$456,600 from the Moreno Valley Utility for the construction of new street lights and electrical backbone infrastructure along Heacock Street from Revere Place to Gentian Avenue (Bid Alternate 5).

This item was presented to the Utilities Commission on March 22, 2017.

DISCUSSION

The proposed Heacock Street Improvement Project from Iris Avenue to Gentian Avenue includes roadway widening to a four-lane arterial with two twelve-foot wide travel lanes in each direction with a twelve-foot wide center turn lane, an eight-foot wide shoulder, new traffic striping with bike lanes and signing improvements. Bid Alternate 5 of the Project includes new street lights and associated improvements, including foundations, conduits, conductors and pull boxes, to be constructed complete and operational along both sides of Heacock Street from Revere Place to Gentian Avenue. Bid Alternate 5 also includes the installation of electrical backbone infrastructure, and is part of MVU's proposed Heacock Crosstown Tie Project (Project 805 0043) that will provide additional

reliability and flexibility for MVU’s electrical distribution system. MVU operating funds are available and will be used for Bid Alternate 5. Installing the street lights and electrical backbone system while Heacock Street is under construction will save construction costs for MVU’s Heacock Crosstown Tie Project.

The bid for Bid Alternate 5 is \$415,054. A contingency of 10% of the bid amount 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.

ALTERNATIVES

- 1. Approve and authorize the recommended action as presented in this staff report. *This alternative will provide for the timely construction of electrical infrastructure during the construction of the Heacock Street Improvement Project. Staff recommends this alternative.*
- 2. Do not approve and authorize the recommended action as presented in this staff report. *This alternative will delay construction of electrical infrastructure during the construction of the Heacock Street Improvement Project, and result in higher costs for MVU’s Heacock Crosstown Tie project. Staff does not recommend this alternative.*

FISCAL IMPACT

A budget appropriation in the amount of \$456,600 is required for Bid Alternate 5 (bid amount plus contingency) and will be funded with MVU operating funds. There is no impact to the General Fund.

Proposed appropriation for Fiscal Year 2016/2017:

| Description | GL Account No. | Type (Rev/Exp) | FY 16/17 Budget | Proposed Adjustments | FY 16/17 Amended Budget |
|-------------|------------------------------------|----------------|-----------------|----------------------|-------------------------|
| 6011-MVU | 6011-30-80-80005-720199 (805 0043) | Exp | \$0 | \$456,600 | \$456,600 |

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. Changeable message signs to notify commuters will be strategically placed to provide adequate advanced notice.

PREPARATION OF STAFF REPORT

Prepared By:

Department Head Approval:

Jeannette Olko
Electric Utility Division Manager

Marshall Eyerman
Chief Financial Officer/City Treasurer

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

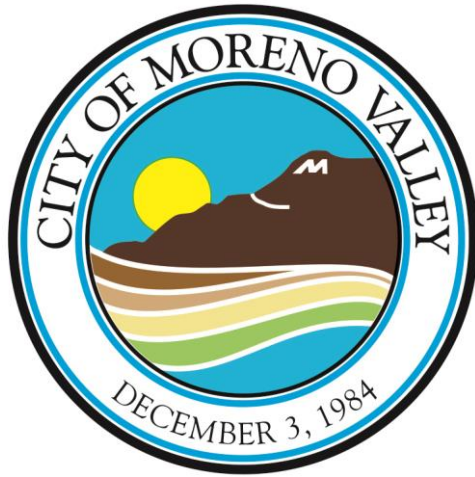
Objective 4.1: Develop a Moreno Valley Utility Strategic Plan to prepare for the 2020 expiration of the ENCO Utility Systems agreement.

ATTACHMENTS

None

APPROVALS

| | | |
|-------------------------|-------------------|------------------|
| Budget Officer Approval | <u>✓ Approved</u> | 3/16/17 1:48 PM |
| City Attorney Approval | <u>✓ Approved</u> | 3/16/17 1:49 PM |
| City Manager Approval | <u>✓ Approved</u> | 3/23/17 11:02 AM |



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Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: April 4, 2017

TITLE: PA15-0028 (PM 36468) – APPROVE PARCEL MAP FOR FINANCE AND CONVEYANCE PURPOSES; AREA BOUNDED BY LASSELLE STREET, KRAMERIA STREET, AND CAHUILLA DRIVE. DEVELOPER: CONTINENTAL EAST FUND VII, LLC

RECOMMENDED ACTION

Recommendations:

1. Approve PA15-0028 (Parcel Map 36468) final map for finance and conveyance purposes.
2. Authorize the City Clerk to sign the map and transmit final map to the County Recorder's Office for recordation.

SUMMARY

This report recommends approval of Parcel Map 36468 for finance and conveyance purposes, which is owned by Continental East Fund VII, LLC. The project is bounded by Lasselle Street along the west, Krameria Street along the southeast, and Cahuilla Drive to the north.

DISCUSSION

On October 22, 2015, the Planning Commission of the City of Moreno Valley approved project PA15-0028 (Parcel Map 36468). The developer proposes to subdivide a 19.12 acre parcel into three parcels for finance purposes, contained within the overall boundary of Lasselle Street, Krameria Street, and Cahuilla Drive. Parcel 1 is a 7.14-acre lot, Parcel 2 is a 6.84-acre lot and Parcel 3 is a 5.14-acre lot. Parcel 1 is southeast of Lasselle Street and Cahuilla Drive, Parcel 2 is northeast of Lasselle Street and Krameria Street, and Parcel 3 is adjacent to Krameria Street, east of Lasselle Street.

Parcel 1, 2, and 3 are vacant properties with existing improvements along the parcels' frontage with Lasselle Elementary School adjacent to and northeast of the parcels.

There are no right-of-way dedications or improvements required at this time. Any right-of-way dedications or improvements required at the time development is proposed shall be in conformance with the Continental Villages project (PA11-0025, PA11-0026, and PA11-0027) approved by the Planning Commission on November 29, 2012 or would be through a separate planning application process.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative to allow the final map to be recorded for financing purposes and the project to move forward with development.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will result in the developer's final map not to be recorded for financing purposes and will not allow the project to move forward with development.*

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

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

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

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

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

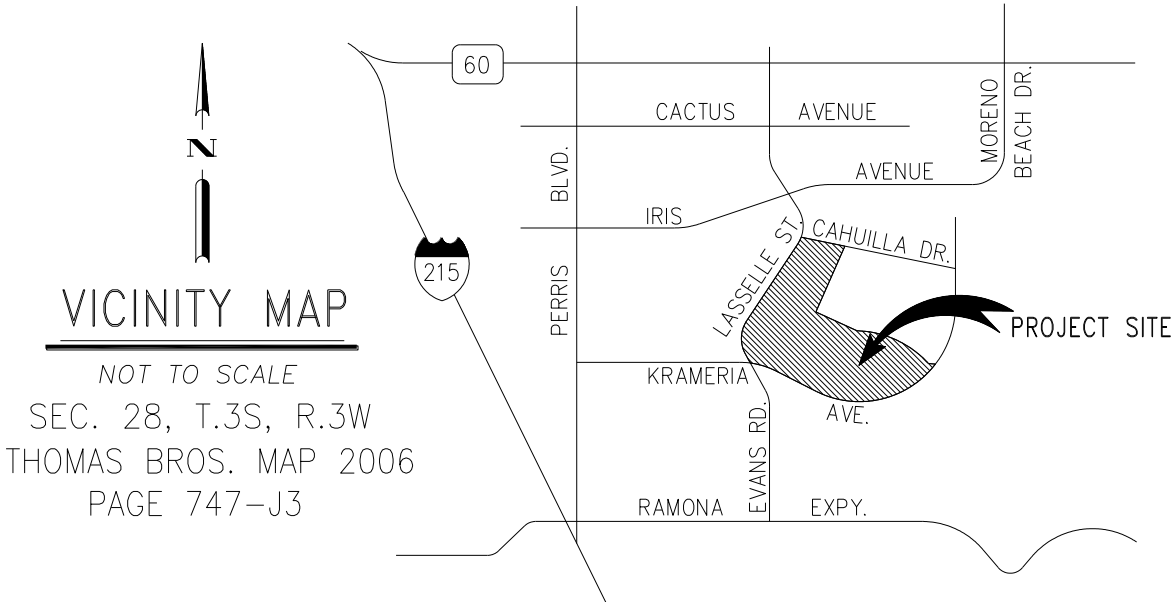
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

- 1. Vicinity Map PA15-0028 (PM 36468)

APPROVALS

| | | |
|-------------------------|-------------------|------------------|
| Budget Officer Approval | <u>✓ Approved</u> | 3/16/17 1:48 PM |
| City Attorney Approval | <u>✓ Approved</u> | 3/14/17 10:09 AM |
| City Manager Approval | <u>✓ Approved</u> | 3/23/17 11:05 AM |



VICINITY MAP

NOT TO SCALE
SEC. 28, T.3S, R.3W
THOMAS BROS. MAP 2006
PAGE 747-J3

Attachment 1

**CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT**

PA15-0028 (TPM 36468)

Attachment: Vicinity Map PA15-0028 (PM 36468) (2538 : PA15-0028 (PM 36468) – APPROVE PARCEL MAP FOR FINANCE)



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: April 4, 2017

TITLE: PA15-0047 (PM 37058) – THE QUARTER PROJECT - ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS LOCATED AT THE NORTHEAST CORNER OF DAY STREET AND EUCALYPTUS AVENUE. DEVELOPER: CORONA SOUTH MAIN DEVELOPMENT LP

RECOMMENDED ACTION

Recommendations:

1. Accept the Agreement and Security for Public Improvements for Corona South Main Development LP.
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 based on his discretion and subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

SUMMARY

This report recommends approval of the agreement by the City of Moreno Valley and Corona South Main Development LP to construct the required public improvements that are located at the northeast corner of Day Street and Eucalyptus Avenue. The project is funded by Corona South Main Development LP.

DISCUSSION

On May 23, 2016, the Planning Commission of the City of Moreno Valley approved Tentative Parcel Map 37058 (PA15-0047). The developer proposes to subdivide the 8.54 acres of Assessor's Parcel Numbers 291-650-013, 291-650-014, 291-650-015, and 291-650-016 into six parcels for commercial development. This project is located at the northeast corner of Day Street and Eucalyptus Avenue.

Corona South Main Development LP, the developer of this project, has completed an Agreement for Public Improvements. The developer agrees to perform and complete all of the required public improvements within twenty-four (24) months of the date the agreement is executed. The public improvements include, but are not limited to: asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, signing and striping, landscaping, storm drain, sewer, and water. The public improvements to be constructed are on Day Street and Eucalyptus Avenue. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

The Conditions of Approval for this project require that the developer provide surety for the required improvements. In lieu of the Faithful Performance Bond of \$792,000, and the Material and Labor Bond of \$396,000, the developer provided a cash deposit of \$1,188,000 to the City trust fund, under Land Development, to provide surety for the appropriate completion of the project.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative to allow the project to move forward with development and construction of public improvements.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative since it will not allow the project to move forward with development and construction of public improvements.*

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

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

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

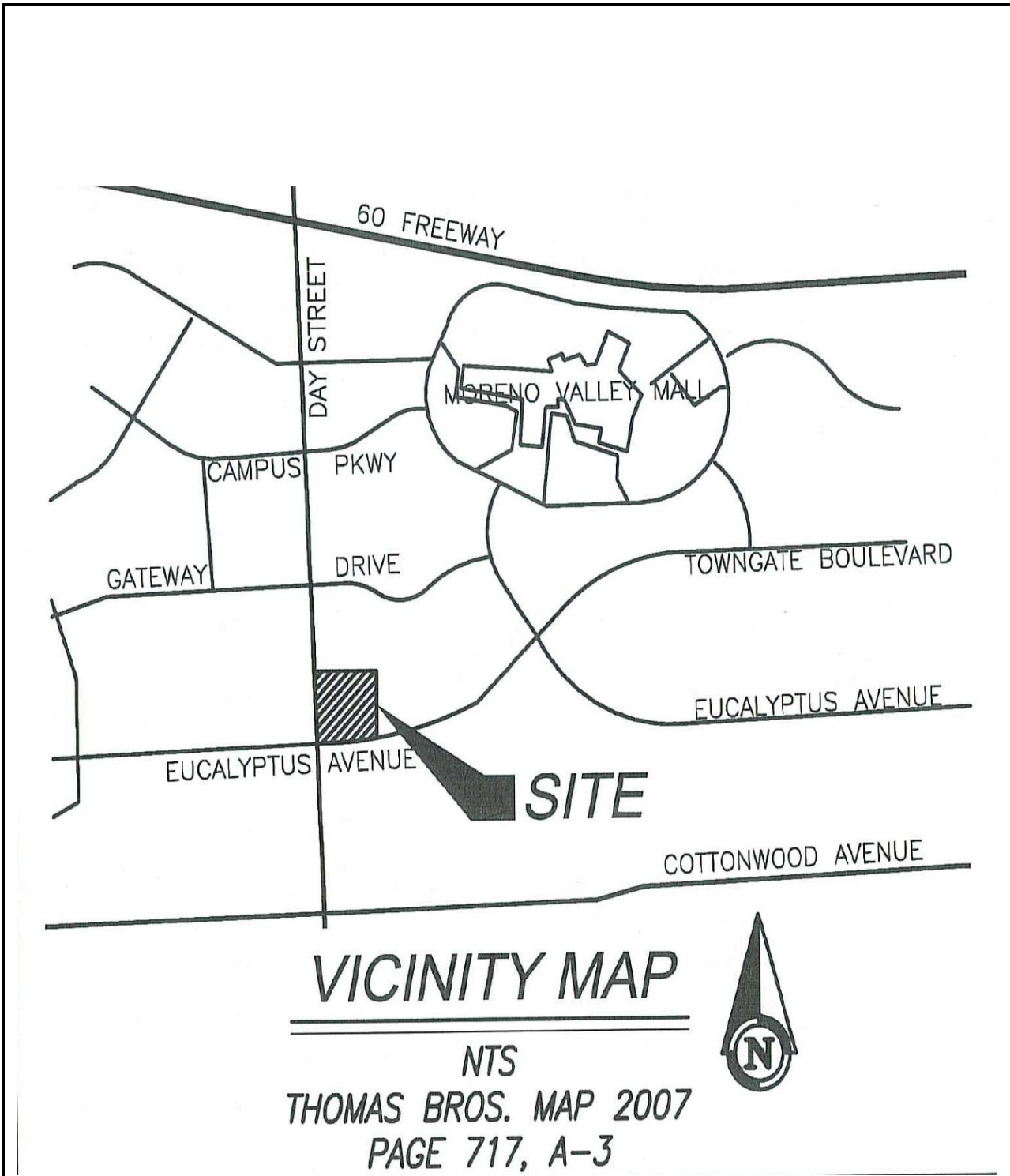
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

- 1. Vicinity Map PA15-0047 (PM 37058)
- 2. Agreement for Public Improvements - PA15-0047 (PM 37058)

APPROVALS

| | | |
|-------------------------|-------------------|------------------|
| Budget Officer Approval | <u>✓ Approved</u> | 3/16/17 1:49 PM |
| City Attorney Approval | <u>✓ Approved</u> | 3/14/17 10:19 AM |
| City Manager Approval | <u>✓ Approved</u> | 3/23/17 11:06 AM |



Attachment 1

| | |
|--|------------------------------|
| <p>CITY OF MORENO VALLEY PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT</p> | <p>PA15-0047 (TPM 37058)</p> |
|--|------------------------------|

Attachment: Vicinity Map PA15-0047 (PM 37058) [Revision 1] (2539 : PA15-0047 (PM 37058) - THE QUARTER PROJECT - ACCEPT THE

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA15-0047 (PM 37058)**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and Corona South Main Development LP, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as PA15-0047 (PM 37058) agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within TWENTY-FOUR (24) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of SEVEN HUNDRED NINETY TWO THOUSAND AND NO/100 Dollars (***\$792,000.00***). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of THREE HUNDRED NINETY SIX THOUSAND AND NO/100 Dollars (***\$396,000.00***). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Upon entering the warranty period, the City shall retain ten percent of the original faithful performance security. Developer reserves the right to substitute the form of security, in accordance with the Moreno Valley Municipal Code, at any time during the term of this agreement, subject to approval of the City Engineer and City Attorney.

SECOND: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Developer agrees to renew each and every said security with good and sufficient sureties or increase the amounts of said securities, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this

PUBLIC IMPROVEMENTS

Agreement unless all required improvements are completed within thirty (30) days of the date on which the City Engineer notified the Developer of the insufficiency of said security. Security held by the City in the form of cash will not accrue interest.

THIRD: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any security guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

FOURTH: To the furthest extent allowed by law, including California Civil Code Section 2782, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees and agents from any and all claims, losses, liabilities, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and/or property damage) incurred by City or any other Person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the performance of this Agreement, including but not limited to the alleged acts or omissions of any contractor, subcontractor, employee or agent acting on behalf of Developer or the design of any improvements to be constructed pursuant to this Agreement or the use of any patent or patented article in the performance of this Agreement.

Developer's obligations to indemnify and hold City harmless shall apply in all instances except those claims caused by the active negligence, sole negligence, or willful misconduct of City or any of its officers, officials, employees or agents. Developer's obligations to defend the City and provide a legal defense (including the retention of attorneys acceptable to City and all legal costs and expenses) shall apply in all instances, except those claims arising out of the sole negligence or the willful misconduct of City or any of its officers, officials, employees or agents.

If Developer retains any contractor or subcontractor to perform any of the Work to be performed under this Agreement, Developer shall require each contractor or subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.

Developer's obligations under his section shall survive the completion of any work to be performed by Developer, the City's inspection and/or acceptance of any work performed by Developer, as well as the termination or expiration of this Agreement.

Developer's provision of insurance, as required below, does not terminate, alter, limit or satisfy Developer's defense and indemnity obligations provided for herein.

FIFTH: Throughout the life of the Agreement, Developer shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company (ies) either (I) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) as authorized by the City Manager or his/her designee. The following policies of insurance are required:

(i) **COMMERCIAL GENERAL LIABILITY** insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per

PUBLIC IMPROVEMENTS

occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate.

(ii) **COMMERCIAL AUTOMOBILE LIABILITY** insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily and property damage. Commercial Automobile Liability coverage is required if automobiles are to be operated on city-owned property or within City right-of-way.

(iii) **WORKERS' COMPENSATION** insurance as required under the California Labor Code.

Developer shall be responsible for payment of any deductibles or self-insured retentions contained in any insurance policies required hereunder.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker or agent of a notice of cancellation, non-renewal or reduction in coverage or limits, Developer shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy(ies) is due to expire before the completion of the work, Developer shall provide a new certificate and all applicable endorsements evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and endorsed to name the City and its officers, officials, employees and agents as additional insured's. Such policy(ies) of insurance shall be endorsed so Developer's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, employees and agents. Developer shall furnish City with the certificate(s) and applicable endorsements for all required insurance fourteen (14) days prior to the start of work. NOTE: A Certificate of Insurance is not acceptable. The Certificate of Insurance must be accompanied by the additional insured and primary insurance endorsements.

If Developer retains any contractor or subcontractor to perform any of the Work to be performed under this Agreement, Developer shall require each contractor or subcontractor to provide insurance protection in favor of City, its officers, officials, employees and agents in accordance with the terms of the Agreement. Any contractor or subcontractor performing work on behalf of Developer shall likewise be required to name City its officers, officials, employees and agents as additional insured's as required herein. Developer shall obtain certificates and endorsements from such contractors or subcontractors before the commencement of any work.

At any time during the Agreement, upon request of City, Developer shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy.

If at any time Developer fails to maintain the required insurance in full force and effect, all work permitted thereunder shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure by Developer to provide or maintain the required insurance shall be considered a material breach of the Agreement.

The fact that insurance is obtained by Developer shall not be deemed to release or diminish its liability, including but not limited to, liability under the indemnity provisions on this Agreement. Developer's duty to defend and indemnify City shall apply to all claims and liabilities, regardless of whether any insurance policies are applicable. The policy limits stated herein do not act as a limitation upon the amount of indemnification required to be provided by Developer.

PUBLIC IMPROVEMENTS

SIXTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

SEVENTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the security securing performance of this Agreement.

EIGHTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

NINETH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

TENTH: It is further agreed by and between the parties hereto, that in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said security, Developer further agrees to maintain the aforesaid security in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

ELEVENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

TWELFTH: In the event legal action is required to enforce the terms of the Agreement, the prevailing party shall be entitled to recover attorney's fees and costs, including expert fees.

THIRTEENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

PUBLIC IMPROVEMENTS


City:
City Engineer
P.O. Box 88005
14177 Frederick Street
Moreno Valley, CA 92552-0805


Developer:
Corona South Main Development LP
1370 Jet Stream Drive
Suite 100
Henderson, NV 89052

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: _____

Corona South Main Development LP:
Developer

By: 
Signature
Dennis Troesh
Print/Type Name
Manager
Title

By: 
Signature
Dennis Troesh
Print/Type Name
Manager
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: 3-2-17

By: 
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATES OTHERWISE.

EXHIBIT "A"

ENGINEER'S ESTIMATE WORKSHEET
(PUBLIC IMPROVEMENTS)

Page 1 of 11

CITY OF MORENO VALLEY
LAND DEVELOPMENT DIVISION

PROJECT: PA15-0047-0050, PA16-0012 MAP / LOT: 6176/Parcels 1-4 DATE: 2/3/2017

| <u>IMPROVEMENT TYPE</u> | | <u>SUBTOTALS</u> |
|---|-------------------|------------------|
| STREET PAVEMENT SECTIONS | (Sheet 2 of 13) | \$52,000 |
| OFF-SITE STREET IMPROVEMENTS | (Sheet 3 of 13) | \$440,000 |
| BONDABLE STREET WORK ONLY | (Sheet 4 of 13) | \$0 |
| MONUMENTS | (Sheet 4 of 13) | \$0 |
| SPECIAL DISTRICTS | (Sheet 4 of 13) | \$0 |
| MORENO VALLEY UTILITIES | (Sheet 4 of 13) | \$0 |
| TRANSPORTATION IMPROVEMENTS | (Sheet 5 of 13) | \$0 |
| TRAFFIC SIGNAL IMPROVEMENTS | (Sheet 5 of 13) | \$0 |
| STORM DRAIN IMPROVEMENTS (City Maintained) | (Sheet 6-7 of 13) | \$37,000 |
| STORM DRAIN IMPROVEMENTS (RCFC Maintained) | (Sheet 8-9 of 13) | \$0 |
| PUBLIC WATER IMPROVEMENTS | (Sheet 12 of 13) | \$80,000 |
| PUBLIC SEWER IMPROVEMENTS | (Sheet 13 of 13) | \$51,000 |
| TOTAL COST (VALUE) OF IMPROVEMENTS = | | \$660,000 |
| +20% CONTINGENCY = | | \$132,000 |
| GRAND TOTAL = | | \$792,000 |

FAITHFUL PERFORMANCE SECURITY AMOUNT = \$792,000

LABOR & MATERIAL SECURITY AMOUNT = \$396,000

* The cost for securing payment of Labor and Materials is fifty (50) percent of the total cost estimate of the improvements.

ENGINEER OF RECORD STATEMENT OF ESTIMATE WORKSHEET

The construction items and their quantities as shown on the attached worksheet are accurate for the construction of the improvements required under the Conditions of Approval for this project. The mathematical extensions, using the City of Moreno Valley's Unit Prices, are accurate for determining Bond Amounts and Fees.



Dennis Armstrong
 Armstrong & Brooks Consulting Engineers
 Prepared By

February 3, 2017
 Date Prepared

* * * PLEASE READ INSTRUCTIONS BELOW * * *

1. Quantities to be taken from and match exactly to the improvement plans.
2. Bond Amounts are shown to the nearest \$1,000.00 (Rounded Up)
3. For construction items not covered by this worksheet, the Engineer of Record is to provide his opinion of construction cost and use that unit cost. If City of Moreno Valley Unit Prices are determined to be too low in the opinion of the Engineer of Record, the higher cost as provided by the Engineer of Record should be used.

ENGINEER'S ESTIMATE (PUBLIC IMPROVEMENTS)

PROJECT: PA15-0047-0050, PA16-0012 MAP/LOT: 6176/Parcels 1-4 DATE: 2/3/2017

STREET PAVEMENT SECTIONS

| TYPE | QTY | UNIT | UNIT PRICE | TOTAL COST |
|--|----------------------|---------|------------|------------------|
| Enter the pavement section per street (if possible) | | | | |
| Roadway Excavation | | C.Y. | \$30.00 | \$ - |
| Aggregate Base (A.B.) Class II | 1.00 Thickness (ft.) | | | |
| | 7,630.00 S.F. | 553 Ton | \$50.00 | \$ 27,650 |
| Asphalt Concrete (A.C.) | 0.50 Thickness (ft.) | | | |
| | 7,630.00 S.F. | 276 Ton | \$85.00 | \$ 23,460 |
| Roadway Excavation | | C.Y. | \$30.00 | \$ - |
| Aggregate Base (A.B.) Class II | Thickness (ft.) | | | |
| | S.F. | 0 Ton | \$50.00 | \$ - |
| Asphalt Concrete (A.C.) | Thickness (ft.) | | | |
| | 0.00 S.F. | 0 Ton | \$85.00 | \$ - |
| Roadway Excavation | | C.Y. | \$30.00 | \$ - |
| Aggregate Base (A.B.) Class II | Thickness (ft.) | | | |
| | S.F. | 0 Ton | \$50.00 | \$ - |
| Asphalt Concrete (A.C.) | Thickness (ft.) | | | |
| | 0.00 S.F. | 0 Ton | \$85.00 | \$ - |
| Roadway Excavation | | C.Y. | \$30.00 | \$ - |
| Aggregate Base (A.B.) Class II | Thickness (ft.) | | | |
| | S.F. | 0 Ton | \$50.00 | \$ - |
| Asphalt Concrete (A.C.) | Thickness (ft.) | | | |
| | 0.00 S.F. | 0 Ton | \$85.00 | \$ - |
| Roadway Excavation | | C.Y. | \$30.00 | \$ - |
| Aggregate Base (A.B.) Class II | Thickness (ft.) | | | |
| | S.F. | 0 Ton | \$50.00 | \$ - |
| Asphalt Concrete (A.C.) | Thickness (ft.) | | | |
| | 0.00 S.F. | 0 Ton | \$85.00 | \$ - |
| Roadway Excavation | | C.Y. | \$30.00 | \$ - |
| Aggregate Base (A.B.) Class II | Thickness (ft.) | | | |
| | S.F. | 0 Ton | \$50.00 | \$ - |
| Asphalt Concrete (A.C.) | Thickness (ft.) | | | |
| | 0.00 S.F. | 0 Ton | \$85.00 | \$ - |
| Roadway Excavation | | C.Y. | \$30.00 | \$ - |
| Aggregate Base (A.B.) Class II | Thickness (ft.) | | | |
| | S.F. | 0 Ton | \$50.00 | \$ - |
| Asphalt Concrete (A.C.) | Thickness (ft.) | | | |
| | 0.00 S.F. | 0 Ton | \$85.00 | \$ - |
| Roadway Excavation | | C.Y. | \$30.00 | \$ - |
| Aggregate Base (A.B.) Class II | Thickness (ft.) | | | |
| | S.F. | 0 Ton | \$50.00 | \$ - |
| Asphalt Concrete (A.C.) | Thickness (ft.) | | | |
| | 0.00 S.F. | 0 Ton | \$85.00 | \$ - |
| Roadway Excavation | | C.Y. | \$30.00 | \$ - |
| Aggregate Base (A.B.) Class II | Thickness (ft.) | | | |
| | S.F. | 0 Ton | \$50.00 | \$ - |
| Asphalt Concrete (A.C.) | Thickness (ft.) | | | |
| | 0.00 S.F. | 0 Ton | \$85.00 | \$ - |
| Roadway Excavation | | C.Y. | \$30.00 | \$ - |
| Aggregate Base (A.B.) Class II | Thickness (ft.) | | | |
| | S.F. | 0 Ton | \$50.00 | \$ - |
| Asphalt Concrete (A.C.) | Thickness (ft.) | | | |
| | 0.00 S.F. | 0 Ton | \$85.00 | \$ - |
| Roadway Excavation | | C.Y. | \$30.00 | \$ - |
| Aggregate Base (A.B.) Class II | Thickness (ft.) | | | |
| | S.F. | 0 Ton | \$50.00 | \$ - |
| Asphalt Concrete (A.C.) | Thickness (ft.) | | | |
| | 0.00 S.F. | 0 Ton | \$85.00 | \$ - |
| SUBTOTAL = | | | | \$ 51,110 |

ENGINEER'S ESTIMATE (PUBLIC IMPROVEMENTS)

PROJECT: PA15-0047-0050, PA16-0012 MAP/LOT: 6176/Parcels 1-4 DATE: 2/3/2017

OFF-SITE STREET IMPROVEMENTS

Table with columns: TYPE, QTY, UNIT, UNIT PRICE, TOTAL COST. Includes sections for PAVEMENT, CONCRETE, MEDIAN, and MISCELLANEOUS.

SUBTOTAL = \$ 439,856.25

A.10.b

Packet Pg. 179

Attachment: Agreement for Public Improvements - PA15-0047 (PM 37058) (2539 : PA15-0047 (PM 37058) - (850728) -

ENGINEER'S ESTIMATE (PUBLIC IMPROVEMENTS)

PROJECT: PA15-0047-0050, PA16-0012 MAP/LOT: 6176/Parcels 1-4 DATE: 2/3/2017

STORM DRAIN IMPROVEMENTS [City Maintained]

| TYPE | QTY | UNIT | UNIT PRICE | TOTAL COST |
|--|-----|-------|-------------|--------------|
| PIPES | | | | |
| 24" Reinforced Concrete (R.C.P.) Pipe | 30 | L. F. | \$160.00 | \$ 4,800.00 |
| 30" Reinforced Concrete (R.C.P.) Pipe | | L. F. | \$180.00 | \$ - |
| 36" Reinforced Concrete (R.C.P.) Pipe | | L. F. | \$190.00 | \$ - |
| 39" Reinforced Concrete (R.C.P.) Pipe | | L. F. | \$200.00 | \$ - |
| 42" Reinforced Concrete (R.C.P.) Pipe | | L. F. | \$210.00 | \$ - |
| 48" Reinforced Concrete (R.C.P.) Pipe | | L. F. | \$250.00 | \$ - |
| 54" Reinforced Concrete (R.C.P.) Pipe | | L. F. | \$300.00 | \$ - |
| 60" Reinforced Concrete (R.C.P.) Pipe | | L. F. | \$350.00 | \$ - |
| 66" Reinforced Concrete (R.C.P.) Pipe | | L. F. | \$375.00 | \$ - |
| 72" Reinforced Concrete (R.C.P.) Pipe | | L. F. | \$414.00 | \$ - |
| 78" Reinforced Concrete (R.C.P.) Pipe | | L. F. | \$459.00 | \$ - |
| 84" Reinforced Concrete (R.C.P.) Pipe | | L. F. | \$505.00 | \$ - |
| 90" Reinforced Concrete (R.C.P.) Pipe | | L. F. | \$557.00 | \$ - |
| 96" Reinforced Concrete (R.C.P.) Pipe | | L. F. | \$613.00 | \$ - |
| 102" Reinforced Concrete (R.C.P.) Pipe | | L. F. | \$671.00 | \$ - |
| 108" Reinforced Concrete (R.C.P.) Pipe | | L. F. | \$724.00 | \$ - |
| 114" Reinforced Concrete (R.C.P.) Pipe | | L. F. | \$785.00 | \$ - |
| 4" PVC Schedule 40 | | L. F. | \$25.00 | \$ - |
| 4" PVC Schedule 80 | | L. F. | \$30.00 | \$ - |
| 6" PVC Schedule 40 | | L. F. | \$30.00 | \$ - |
| 6" PVC Schedule 80 | | L. F. | \$35.00 | \$ - |
| 8" PVC Schedule 40 | | L. F. | \$40.00 | \$ - |
| 8" PVC Schedule 80 | | L. F. | \$48.00 | \$ - |
| Reinforced Concrete Structure | | L. F. | \$530.00 | \$ - |
| 8' x 10' Reinforced Concrete Box (R.C.B.) | | L. F. | \$1,200.00 | \$ - |
| 8' x 12' Reinforced Concrete Box (R.C.B.) | | L. F. | \$1,400.00 | \$ - |
| 2 - 4' x 3' Reinforced Concrete Box (R.C.B.) | | L. F. | \$600.00 | \$ - |
| 3 - 4' x 2' Reinforced Concrete Box (R.C.B.) | | L. F. | \$461.00 | \$ - |
| 2 - 72" Reinforced Concrete (R.C.P.) Pipe | | L. F. | \$840.00 | \$ - |
| Remove Existing Pipe | | L. F. | \$50.00 | \$ - |
| 18" Reinforced Concrete (R.C.P.) Pipe | 20 | L.F. | \$140.00 | \$ 2,800.00 |
| | | | \$45.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| MANHOLES | | | | |
| Manhole No. 1 [per MVFE-320/321 Series / RCFC MH251 - pipes 33" or smaller] | | E A | \$5,300.00 | \$ - |
| Manhole No. 2 [per MVFE-320/321 Series / RCFC MH252 - pipes 36" or larger] | | E A | \$6,700.00 | \$ - |
| Manhole No. 3 [per MVFE-320/321 Series / RCFC MH253 - all R.C.B.'s] | | E A | \$5,300.00 | \$ - |
| Manhole No. 4 [per MVFE-320/321 Series / RCFC MH254 - pipes 36" or larger w/ side inlet] | | E A | \$6,700.00 | \$ - |
| Adjust Manhole (MH) to Grade | 3 | E A | \$460.00 | \$ 1,380.00 |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| CATCH BASINS | | | | |
| Catch Basin (7') [per MVFE-300 Series] | | E A | \$5,500.00 | \$ - |
| Catch Basin (10') [per MVFE-300 Series] | 3 | E A | \$6,000.00 | \$ 18,000.00 |
| Catch Basin (14') [per MVFE-300 Series] | | E A | \$8,000.00 | \$ - |
| Catch Basin (21') [per MVFE-300 Series] | | E A | \$12,500.00 | \$ - |
| Catch Basin (28') [per MVFE-300 Series] | | E A | \$16,000.00 | \$ - |
| Local Depression [per MVFE-300A or APWA Std. 313] | 3 | E A | \$535.00 | \$ 1,605.00 |
| 18" x 18" Grated Basin | | E A | \$2,100.00 | \$ - |
| 24" x 24" Grated Basin | | E A | \$2,500.00 | \$ - |
| Grated Catch Basin | | E A | \$6,000.00 | \$ - |
| 6" Wide Strip Basin | | E A | \$3,000.00 | \$ - |
| Remove / Relocate Existing Catch Basin | | E A | \$5,000.00 | \$ - |
| Special Connection to Catch Basin | 2 | E A | \$1,000.00 | \$ 2,000.00 |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| DRAINS | | | | |
| Terrace Drain | | S. F. | \$10.00 | \$ - |
| Down Drain | | S. F. | \$10.00 | \$ - |
| Parkway Culvert (per MVS1-150A) | | E A | \$3,500.00 | \$ - |
| Sidewalk Outlet (per MVS1-151A) | | E A | \$1,400.00 | \$ - |
| Curb Drain (per MVS1-152) | | E A | \$300.00 | \$ - |
| Concrete "V" Ditch | | S. F. | \$10.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |

Revised: 9 / 2016

I:\JOBS\115\1359 MORENO VALLEY RETAIL\ADMIN\COST ESTIMATE\COPY of 1359_PUBLIC_SIP_20170203.xlsx

NEVADA INDIVIDUAL ACKNOWLEDGMENT

State of Nevada }
County of Clark } ss.

This instrument was acknowledged before me on this the 20th day of February, 2017, by
Month Day Year

(1) Dennis Troesh (.)
Name of Signer

(and

(2) _____ (.)
Name of Signer

[Signature]
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement For Public Improvements

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Certificate of
Corona South Main Development LP,
a California limited partnership**

The undersigned partners of Corona South Main Development LP, a California limited partnership hereby certify as follows:

1. Corona South Main Development LP, a California limited partnership (the "Partnership") caused its certificate of limited partnership to be prepared, executed and filed with the Secretary of State of California.
2. The General Partner of the Partnership is DT GRAT LM GP, LLC, a California limited liability company ("General Partner").
3. Dennis Troesh is the manager of the General Partner.
4. Pursuant to the Second Amended and Restated Limited Partnership Agreement of the Partnership, as amended, the Partnership shall: (i) be managed by the General Partner and (ii) the General Partner have full, exclusive, and complete discretion, power, and authority to manage, control, administer and operate the business and affairs of the Partnership including, without limitation, (a) the power to enter into agreements and contracts on behalf of the Partnership and (b) execute all other instruments and documents which may be necessary or, in the opinion of the General Partner, desirable to carry out the intent and purpose of the Partnership.


[INTENTIONALLY LEFT BLANK- SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed, or caused this Certificate to be executed this 18th day of January 2017.

Partners:


GENERAL PARTNER:

DT GRAT LM GP, LLC,
A California limited liability company

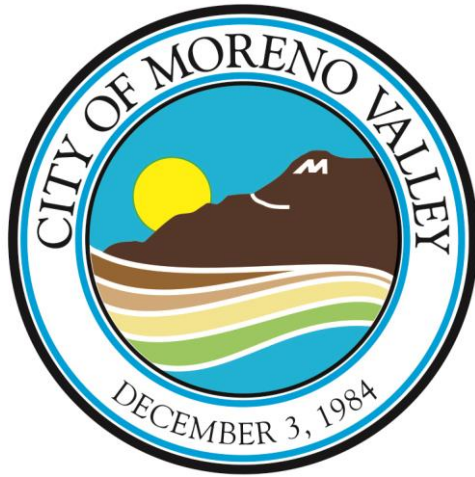

By: Dennis Troesh, its Manager

LIMITED PARTNER:

DT GRAT LM, LLC,
A Nevada limited liability company


By: Dennis Troesh, its Manager

[Signature Page for Certificate of Corona South Main Development LP]



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Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: April 4, 2017

TITLE: PA04-0108 (TR 32515) – REQUEST TO APPROVE A FULL ROAD CLOSURE OF PIGEON PASS ROAD FROM OLD LAKE DRIVE TO 1,200 FEET NORTH OF OLD LAKE DRIVE FOR THE CONSTRUCTION OF A CULVERT, STREET AND UTILITY IMPROVEMENTS ALONG PIGEON PASS ROAD FROM JUNE 9, 2017 - AUGUST 8, 2017. DEVELOPER - LENNAR HOMES OF CALIFORNIA, INC.

RECOMMENDED ACTION

Recommendation:

1. Approve a full Road Closure of Pigeon Pass Road from Old Lake Drive to 1,200 feet north of Old Lake Drive for the construction of a culvert, street improvements, and utility relocations along Pigeon Pass Road from June 9, 2017 - August 8, 2017.

SUMMARY

On September 22, 2005, the Planning Commission of the City of Moreno Valley approved project PA04-0108 for Tentative Tract Map TTM 32515. The project is a private planned unit development for 174 detached single-family units located at the northeast corner of Pigeon Pass Road and Old Lake Drive.

On February 21, 2017, the Agreement and Security for Public Improvements for Lennar Homes of California, Inc. (Lennar) were approved by the City Council of the City of Moreno Valley. The developer is required to construct a new culvert across the entire span of Pigeon Pass Road and the remainder of street improvements along the east side of Pigeon Pass Road. This will require the demolition of the existing roadway and culvert, and associated utility relocations.

DISCUSSION

Lennar is requesting a full road closure of Pigeon Pass Road from Old Lake Drive to 1,200 feet north of Old Lake Drive to facilitate the construction of the new culvert, street improvements, and utility relocation. The road closure will be conducted in such a manner that will provide local and emergency vehicle access to affected properties. The road closure will be for sixty (60) days. The request for the road closure is due to the nature, complexity, and safety of major improvement work including, but not limited to, removal of existing asphalt concrete, excavation of road, removal of existing culvert, installation of a new, larger culvert that requires the foundation to be constructed in a single phase, relocation of a major water line and the reconstruction and the installation of asphalt street pavement, sidewalk, curbs, and striping. All of the work will be reviewed by inspectors from the City of Moreno Valley. It is anticipated that the road will be open to traffic on or before August 8, 2017.

The road closure will not adversely affect the ingress or egress of any of the neighboring properties although it does require some detouring. The proposed detour route will minimize any neighborhood intrusion of detoured vehicles. In addition, the closure dates were specifically required to minimize impacts to nearby schools. The developer is required to contact/notify all potentially affected property owners of the closure dates. Together, City staff and the developer attended community meetings with Hidden Springs Residents Community and the Sunnymead Ranch Homeowners Association on March 15th and March 22nd, respectively.

The developer has contacted school administrators at Hidden Springs Elementary School, Vista Heights Middle School, and Canyon Springs High School concerning parking, school hours (schools are out of session June 9, 2017 for the summer), pedestrian access and any potential conflicts with the upcoming stadium project. Nearby churches were also contacted regarding the proposed closure. The road closure/detour plan has been approved by the both the Public Works Director/City Engineer and the City Traffic Engineer.

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 action as presented in this staff report. *Staff recommends this alternative as it allows for the demolition of existing improvements in one stage, provides for a safer work zone and an expedited construction schedule for the project.*
2. Do not approve and authorize the recommended action as presented in this staff report. *Staff does not recommend this alternative since it does not enhance the*

safety of the worksite, reduces the quality of the final construction, and prolongs the overall project schedule.

FISCAL IMPACT

The contractor will be responsible for all costs associated with this proposal.

NOTIFICATION

The approved traffic control/detour plan requires the contractor to give notification to the Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Agency, Waste Management, and affected businesses and residents. The public will be notified by special roadside signage showing the dates of closure and detour signs, mailed flyers to nearby residents, and meetings with the local Homeowners Association and community groups.

PREPARATION OF STAFF REPORT

Prepared By:
Vince Girón
Associate Engineer

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

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

Concurred By:
Eric Lewis, P.E.
Transportation Division Manager/City Traffic 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.

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**

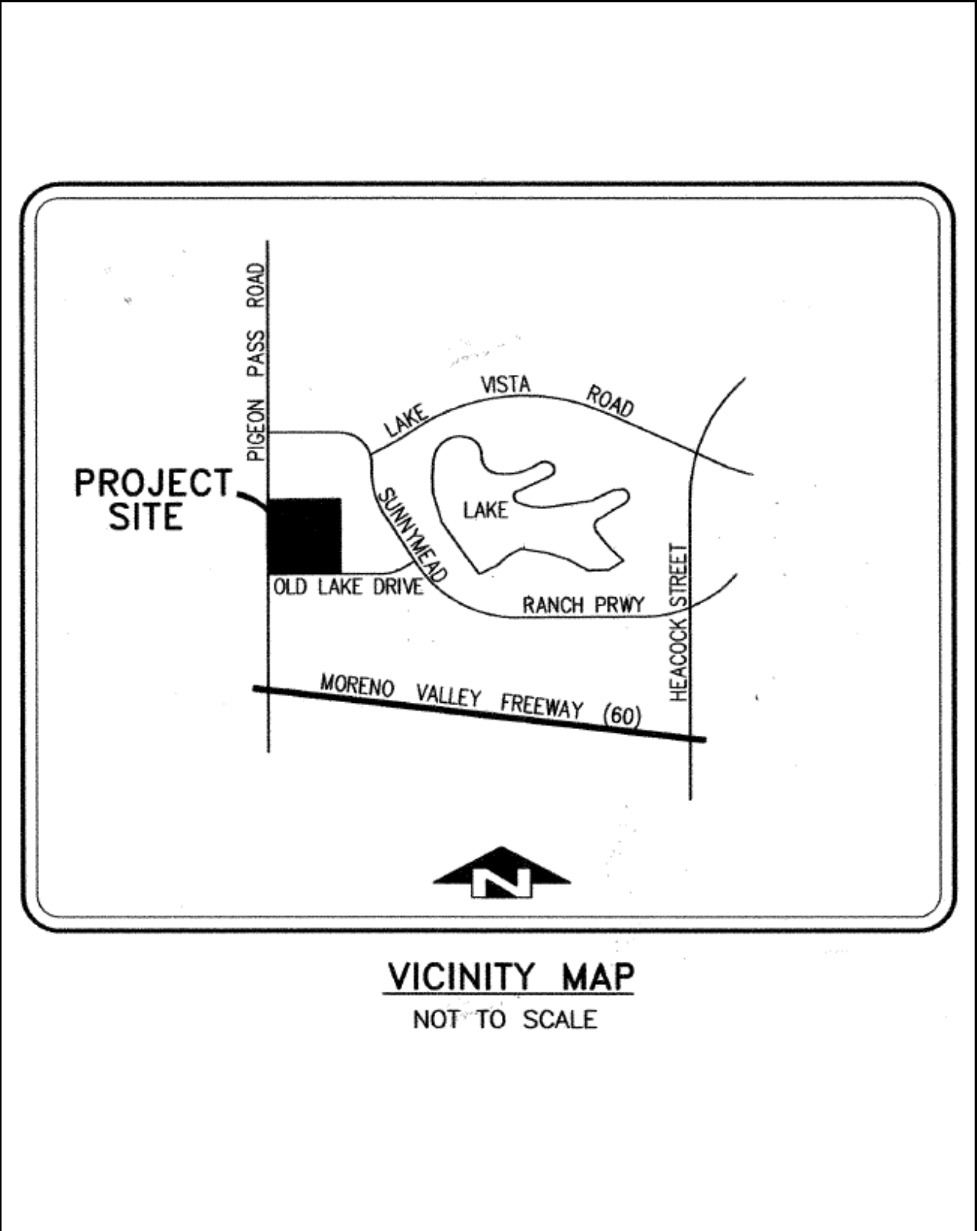
See the Discussion section above for details of how this action supports the City Council's Strategic Priorities.

ATTACHMENTS

- 1. Vicinity Map - PA04-0108 (TR 32515) Road Closure
- 2. GIS Ortho Map - PA04-0108 (TR 32515) Road Closure
- 3. Detour Map - PA04-0108 (TR 32515) Road Closure
- 4. Outreach Exhibits - PA04-0108 (TR 32515) Road Closure

APPROVALS

| | | |
|-------------------------|-------------------|------------------|
| Budget Officer Approval | <u>✓ Approved</u> | 3/16/17 1:50 PM |
| City Attorney Approval | <u>✓ Approved</u> | 3/16/17 1:47 PM |
| City Manager Approval | <u>✓ Approved</u> | 3/23/17 11:12 AM |



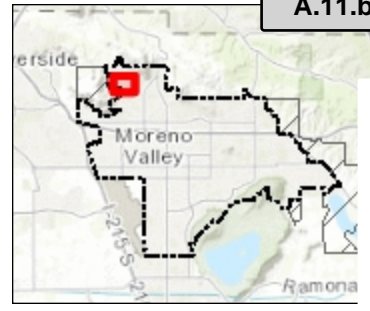
VICINITY MAP
NOT TO SCALE

CITY OF MORENO VALLEY
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT -
LAND DEVELOPMENT
Attachment 1

PA04-0108
TR 32515

Attachment: Vicinity Map - PA04-0108 (TR 32515) Road Closure (2542 : PA04-0108 (TR 32515) - REQUEST TO CONDUCT A FULL ROAD

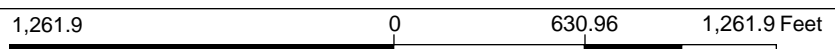
TR 32515 - PIGEON PASS ROAD CLOSURE



Legend

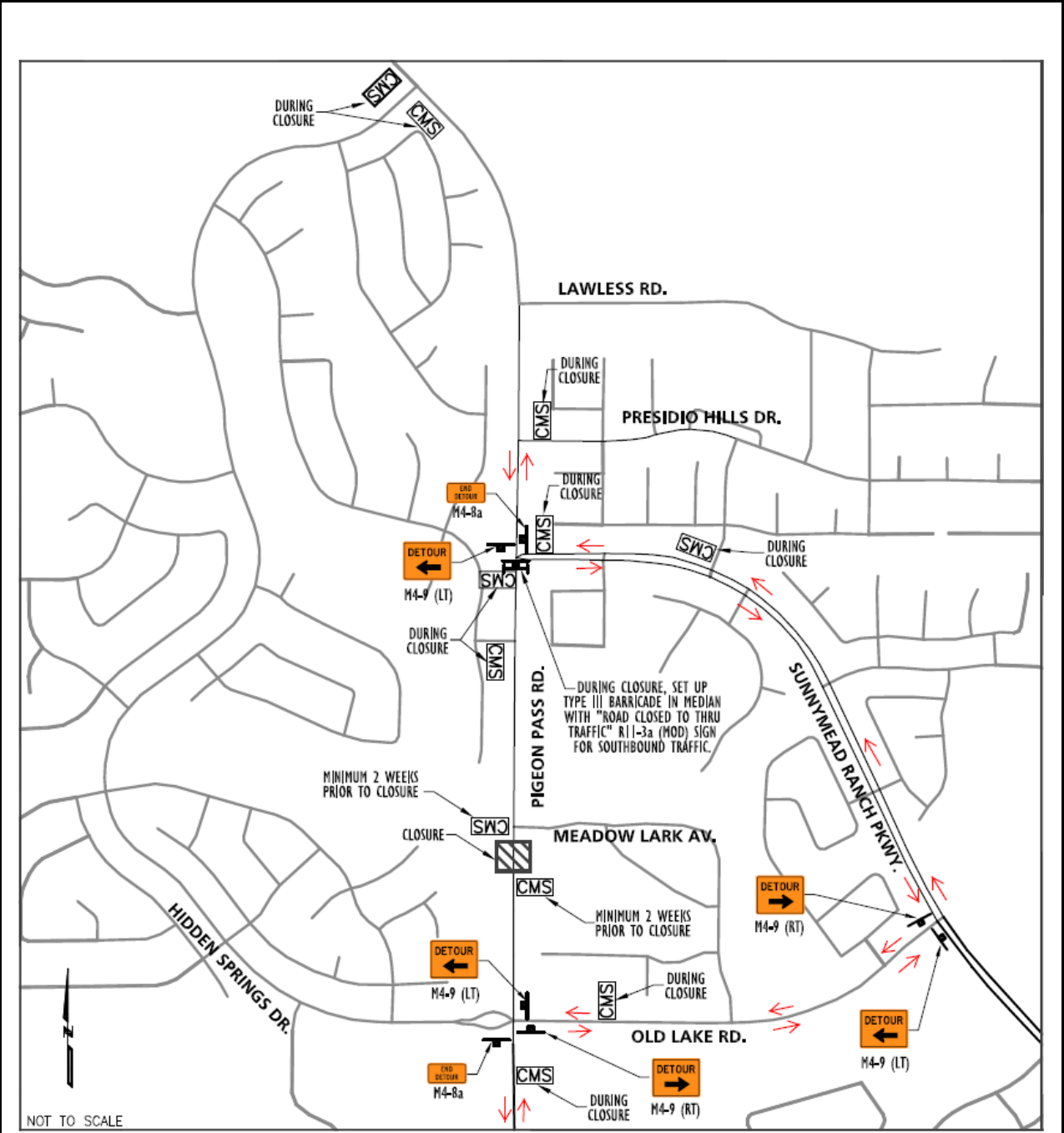
- Schools
- Public Facilities**
 - Public Facilities
 - Fire Stations
- Parcels
- City Boundary
- Sphere of Influence

Notes



DISCLAIMER: The information shown on this map was compiled from the City of Moreno Valley GIS and Riverside County GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

Attachment: GIS Ortho Map - PA04-0108 (TR 32515) Road Closure (2542 : PA04-0108 (TR 32515) -



NOT TO SCALE

DETOUR MAP

CITY OF MORENO VALLEY
 COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT -
 LAND DEVELOPMENT

Attachment 1

PA04-0108
 TR 32515

Attachment: Detour Map - PA04-0108 (TR 32515) Road Closure (2542 : PA04-0108 (TR 32515)) – REQUEST TO CONDUCT A FULL ROAD

Pigeon Pass Road Closure FACTS

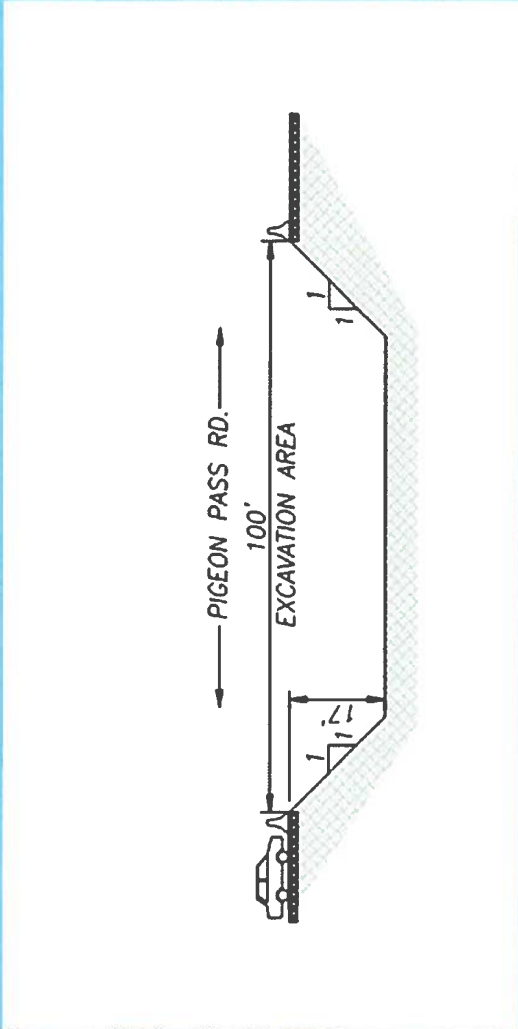
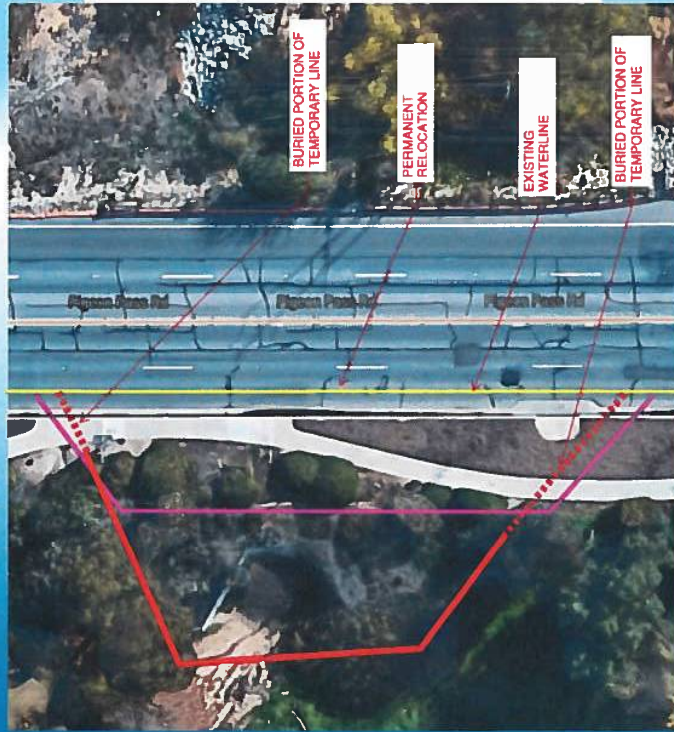
Facilities to be Constructed

- Relocation of the EMWD service trunk water line
- Telecommunications package extension to the north
- Ultimate width improvements of Pigeon Pass
- Continuous side walk for pedestrians

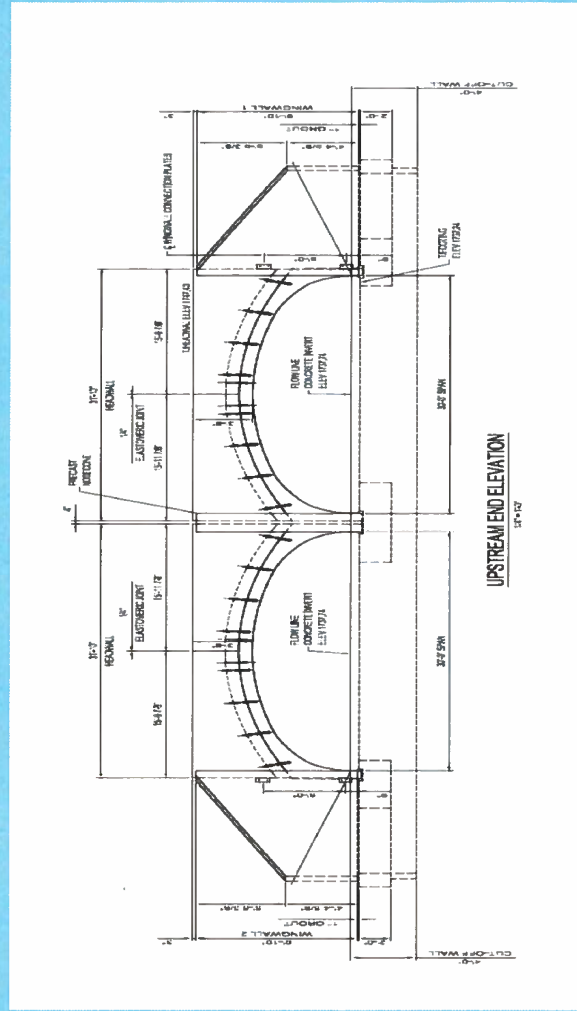
Full Closure Benefits

- Work can be completed while schools are on summer break
- Safer for public and workers
- Superior construction quality can be achieved through a single phase of construction
- Less impact to surrounding wildlife and sensitive species

WEEKS 1-4 of FULL ROAD CLOSURE, RELOCATION OF WATER FACILITIES, FULL EXCAVATION OF CULVERT

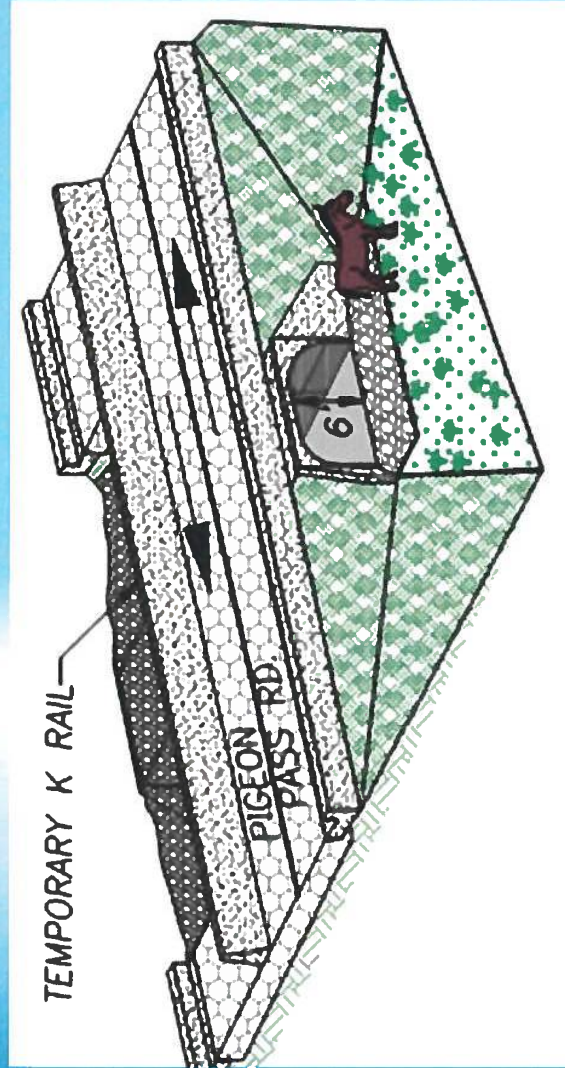


**WEEKS 5-9: EAST SIDE HEADWALL INSTALLATION, ARCH
 CULVERT INSTALLATION, WEST SIDE HEADWALL
 INSTALLATION AND REPLACEMENT OF FACILITIES IN
 EASTERN LANES**

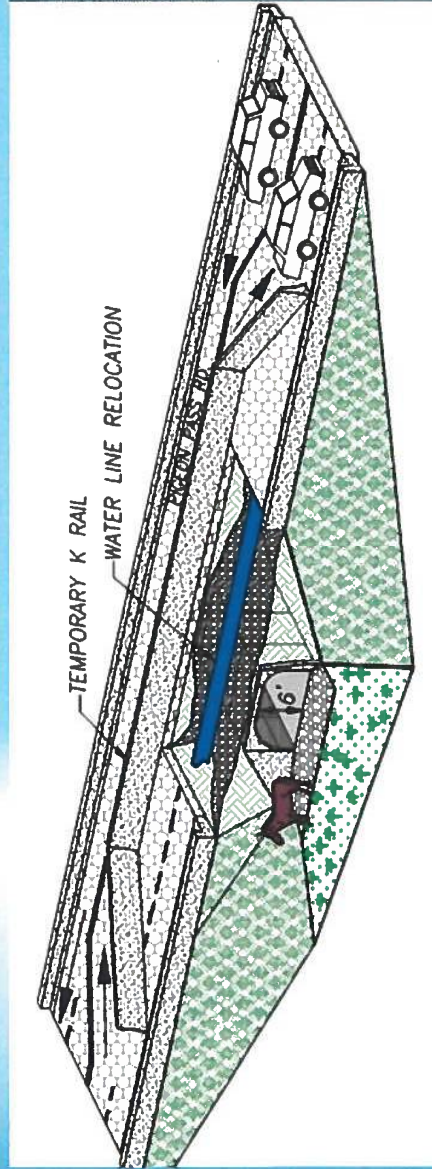


Each arch is approximately 32' for a total span of 64'.

**WEEKS 10-11: FINAL STRIPING ON EASTERN LANES,
REALIGNMENT OF K RAIL TO PROTECT PUBLIC FROM
WORK BEING PERFORMED IN WESTERN LANE**



**WEEKS 12-14: FINAL PLACEMENT OF EMWD FACILITIES,
RIP-RAP PLACEMENT. PAVING AND FINAL STRIPING FOR
FULL TRAFFIC LOADS BY WEEK 14.**





Report to City Council

TO: Mayor and City Council

FROM: Terrie Stevens, Administrative Services Director

AGENDA DATE: April 4, 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 4.4.17

APPROVALS

| | | |
|-------------------------|-------------------|------------------|
| Budget Officer Approval | <u>✓ Approved</u> | 3/16/17 1:51 PM |
| City Attorney Approval | <u>✓ Approved</u> | 3/20/17 12:52 PM |
| City Manager Approval | <u>✓ Approved</u> | 3/23/17 11:13 AM |

**City of Moreno Valley
Personnel Changes
April 4, 2017**

New Hires

Eric Escobar
GIS Technician, City Manager's Department/Technology Services Division

Promotions

None

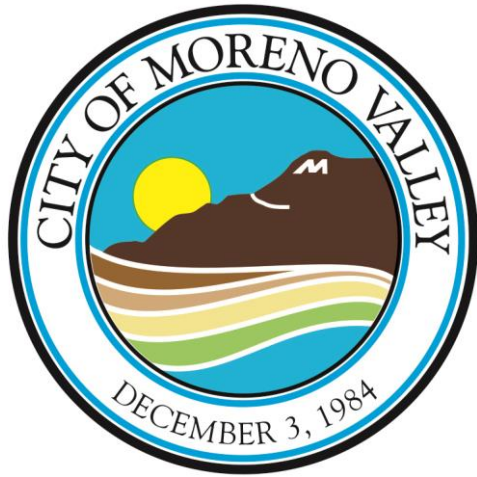
Transfers

None

Separations

None

Attachment: Personnel Changes 4.4.17 (2543 : LIST OF PERSONNEL CHANGES)



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Report to City Council

TO: Mayor and City Council

FROM: Terrie Stevens, Administrative Services Director

AGENDA DATE: April 4, 2017

TITLE: AWARD OF CONTRACT TO REPLACE AIR CONDITIONING AT THE SENIOR COMMUNITY CENTER

RECOMMENDED ACTION

Recommendations:

1. Award the Agreement for Professional Construction Services to the lowest responsible bidder, Air Temperature Specialists, for the Senior Center HVAC Replacement Project to provide Air Conditioning Equipment and Installation Services.
2. Authorize the City Manager to execute the Agreement for Professional Construction Services with Air Temperature Specialists in the amount of \$222,500.00 to provide Air Conditioning Equipment and Installation Services.
3. Authorize the issuance of a Purchase Order to Air Temperature Specialists in the amount of \$244,750.00 (\$222,500 plus a 10% contingency of \$22,250) to provide Air Conditioning Equipment and Installation Services.
4. Authorize the City Manager to execute any subsequent related change orders to the contract with Air temperature Specialists up to, the 10% contingency amount of \$22,250.00, subject to the approval of the City Attorney and provided sufficient funding appropriations and program approvals have been granted by the City Council.

SUMMARY

This report recommends approval of a contract with Air Temperature Specialists for the Senior Center HVAC Project. This project involves replacement of air conditioning systems at the Senior Community Center. The project is funded with Facilities Replacement Reserve Funds available in Fund 7320.

DISCUSSION

The Senior Community Center serves as a recreational center, offering programs and activities to senior citizens. The Senior Center is one of two designated cooling centers in the city, providing relief from the heat to the public during times of extreme weather. The Senior Community Center air conditioning systems are the original units installed when the City built the Senior Community Center facility in 1993. The expected life of this type of air conditioning system is 15 years, which makes replacement of these units a priority as they are nine years past due for the typical replacement cycle.

Air conditioning system specifications were prepared by a mechanical engineer to meet load needs and meet energy efficiency requirements. On January 27, 2017 a bid was let on the City’s electronic bid management system with a due date of February 21, 2017. Five bids were received. The lowest, responsive bid was from Air Temperature Specialists, with a base bid in the amount of Two Hundred and Twenty-Two Five Hundred dollars (\$222,500). The scope of work will include removal of the eleven existing rooftop air conditioning systems and installation of the new air conditioning systems and energy efficient controls.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative because it will ensure the proper operation of the air conditioning units at the Senior Center, and allow the Senior Center to continue to be utilized as a cooling center.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative because it may negatively affect the Senior Center.*

FISCAL IMPACT

The fiscal impact of the Senior Center air conditioning project is \$244,750.00 (\$222,500 plus a 10% contingency of \$22,250). The Facilities Maintenance Fund (7320) has a balance of \$2.4 million.

| Description | Fund | GL Account No. | Type (Rev/Exp) | FY 16/17 Budget | Proposed Adjustments | FY 16/17 Amended Budget |
|--|------|------------------|----------------|-----------------|----------------------|-------------------------|
| Senior Center HVAC Replacement Project | 7320 | 7320-18-40-18410 | Exp | \$284,650 | \$244,750 | \$529,400 |

NOTIFICATION

Construction notification signs within the project vicinity will be installed for the duration of the project.

PREPARATION OF STAFF REPORT

Prepared By:
Rix Skonberg
Purchasing & Facilities Division Manager

Department Head Approval:
Terrie Stevens
Administrative Services Director

Concurred By:
Mel Alonzo
Parks and Community Services Division Manager

CITY COUNCIL GOALS

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

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 4.3: Address deferred maintenance of City infrastructure assets.

ATTACHMENTS

- 1. Air Temperature Specialists Contract

APPROVALS

| | | |
|-------------------------|-------------------|------------------|
| Budget Officer Approval | <u>✓ Approved</u> | 3/16/17 10:22 AM |
| City Attorney Approval | <u>✓ Approved</u> | 3/16/17 5:07 PM |
| City Manager Approval | <u>✓ Approved</u> | 3/23/17 11:16 AM |

City of Moreno Valley

**PUBLIC WORKS AGREEMENT
SENIOR COMMUNITY CENTER HVAC REPLACEMENT
BID # 2017-026**

This Public Works Agreement (“Agreement”) is made and entered into this ____ day of ____, 20, by and between the City of Moreno Valley, a political corporation, County of Riverside, State of California, hereinafter sometimes referred to as the “Agency,” and Air Temperature Specialists, a Corporation, hereinafter referred to as the “Contractor,” with respect to the following:

- A. The Agency desires to retain Contractor, on an independent contractor basis, to perform professional replacement of the existing Senior Community Center HVAC equipment contracting services for \$222,500, located at 25075 Fir Ave., Moreno Valley, California (“Project,” as described in Section 2 of this Agreement); and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- C. This Project is subject to payment of prevailing wages per the State Labor Code; and
- D. This Agreement is made and entered into the date Agency signs this Agreement.

1. **CONTRACTOR INFORMATION:**

Air Temperature Specialists
 26280 Adams Ave. Suite 100
 Murrieta, CA 92562
 Business Phone: (951) 894-6830
 Email: robert@airtempsofcal.com
 Business License Number: Pending
 Federal Tax I.D. Number: 33-0957411
 Contractor’s License#: CA 763576
 License Classification(s):C20, C36, C4
 DIR PWC Registration:):1000009440

For Department use only.

DIR ID # _____

CITY CONTRACT # _____

P.O. # _____

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Contractor’s scope of service is described in Exhibit A attached hereto and incorporated herein by this reference (“Scope of Services” or sometimes “Project”).
- B. The Agency’s responsibility, other than payment, is described in Exhibit B attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit C attached hereto and incorporated herein by this reference.
- D. In the event any conflict exists between the Agreement minus the Scope of Services, on the one hand, and the Scope of Services, on the other hand, the former shall supersede.
- E. The Parties agree that the specifications, standards, and procedures set forth in the 2015 Greenbook: Standard Specifications for Public Works Construction (“Greenbook”) and the 2016 California Building Standards Code (“CBSC”) (together, “Public Works Authority”) shall govern the completion of the Project, and to such extent the Public Works Authority is incorporated herein by this reference; provided, however, in the event any conflict exists between this Agreement and the Public Works Authority, this Agreement shall supersede unless otherwise required by law.

Attachment: Air Temperature Specialists Contract [Revision 1] (2544 : AWARD OF CONTRACT TO REPLACE AIR CONDITIONING AT THE

Contract Agreement

- F. The Agreement shall commence on the date it is signed by the Agency and shall expire two (2) years following the City's acceptance of the work, pursuant to this Agreement, or release of the Performance Bond, whichever occurs first.
- G. The Contractor's starting date is the date listed on the issued Purchase Order, which will be utilized as the "Notice to Proceed." The Contractor agrees to diligently prosecute the contracted work for the Project to completion within **Thirty (30) working days** after said date in the "Notice to Proceed." The Agency acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
- H. The work performed in this Agreement shall be performed Monday through Friday, 7 a.m. to 5 p.m. Agency observed holidays shall be observed by the Contractor and no work shall be performed on these dates, unless prior written permission is granted.
- I. Substantial completion of work shall be evidenced by inspection and approval by Agency staff in writing.

3. LABOR LAWS AND PREVAILING WAGES

- A. All work or services performed within the State of California pursuant to this Agreement by Contractor, Contractor's employees and independent contractors, or Contractor's subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.
- B. Contractor represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of denial of family and medical care leave; race; religious creed (including religious dress and grooming practices); color; national origin (including language use restrictions); ancestry; physical disability or mental disability (including HIV and Aids); medical condition (cancer and genetic characteristics); genetic information; military or veteran status; marital status; gender, gender identity, and gender expression; sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding); age or sexual orientation. Unless otherwise permitted under the law, Contractor shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.
- C. Contractor and all of Contractor's subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages

are available through the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at City Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the Project site where work is to be performed, in accordance with Labor Code Section 1773.2. Contractor shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be the Contractor's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Contractor shall forfeit to the Agency an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Contractor and any and all or its subcontractors shall forfeit to the Agency twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code. In the event the total cost of the Project is thirty thousand dollars (\$30,000.00) or more, Contractor shall further comply with provisions set forth in Labor Code Section 1777.5 pertaining to employment of properly registered apprentices, including without limitation the obligation to (i) pay employed apprentices the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of craft or trade to which he or she is registered; (ii) employ apprentices in at least the ratio as set forth in said section; (iii) submit contract award information to an applicable apprenticeship program; and (iv) contribute to California Apprenticeship Council.

- D. Contractor and all subcontractors hired to perform any work under the Project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the Contractor or affected subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. Contractor and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the Agency or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) days of Contractor's and subcontractor's receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).
- E. Notwithstanding anything else to the contrary, Contractor hereby acknowledges that all contractors must be registered with the Department of Industrial Relations ("Department") pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. Contractor represents and warrants that Contractor is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Contractor entering into any contracts with any subcontractor, Contractor shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

4. STANDARD TERMS AND CONDITIONS:

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The Agency will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the Agency, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the Agency.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the Agency. Payment for such services shall be the responsibility of the Contractor.
- D. Extra Work and Change Orders. Extra work and change orders shall become a part of this Agreement once the extra work or change order is approved in writing and signed by the Agency and Contractor, prior to the commencement of any extra work or change in work covered by the change order. The Agency's form change order shall be used for both extra work and a change in work. The change order must describe the scope of the extra work or change in work, and the cost to be added or subtracted from this Agreement. The Agency shall not require Contractor to perform any extra work or a change in work without written authorization. A change order shall not be enforceable against the Agency unless the change order complies with this provision.
- E. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of Agency.
- F. Contractor's Representative. Contractor hereby designates Robert Peterson, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- G. Substitution of Key Personnel. Contractor has represented to Agency that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of Agency. In the event that Agency and Contractor cannot agree as to the substitution of key personnel, Agency shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the Agency, or who are determined by the Agency to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the Agency. The key personnel for performance of this Agreement are as follows: Robert Peterson.
- H. Agency's Representative. The Agency hereby designates the Director of Administrative Services of the City of Moreno Valley, or his or her designee, to act as its representative for the performance of this Agreement ("Agency's Representative"). Contractor shall not accept direction or orders from any person other than the Agency's Representative or his or her designee. The Agency's representatives are as follow: Terrie Stevens

- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the Agency to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the Agency, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the services or to work on the Project.
- J. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws, rules and regulations in the performance of this Agreement.
- K. Contractor Indemnification. 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 Moreno Valley Community Services District (sometimes "CSD"), the City of Moreno Valley (sometimes "City"), the City Council and Board of Directors and each member thereof, and the Moreno Valley Housing Authority and all of their respective officials, officers, directors, employees, commission members, representatives and agents (collectively "Indemnitees" and singularly "Indemnitee"), 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 or the Project or any breach of this Agreement 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:
1. Any activity on or use of the CSD's and/or City's premises or facilities;
 2. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to this Agreement, whether or not caused in part by an Indemnitee;
 3. The failure of Contractor or the work to comply with any applicable law, permit or orders;
 4. Any misrepresentation, misstatement or omission with respect to any statement made in this Agreement or any document furnished by the Contractor in connection therewith;
 5. Any breach of any duty, obligation or requirement under this Agreement or any document furnished by Contractor in connection therewith, including, but not limited to any breach of Contractor's warranties, representations or agreements;
 6. Any failure to coordinate the work with Agency's separate contractors;
 7. Any failure to provide notice to any party as required by this Agreement or any document furnished in connection therewith;
 8. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
 9. 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 and/or CSD), and injury or death sustained by any person or persons (including, but not limited to, Contractor's employees or agents, and members of the general public);

10. Any liability imposed by applicable law including, but not limited to criminal or civil fines or penalties;

11. Any dangerous, hazardous, unsafe or defective condition of, in or on the Project 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;

12. Any operation conducted upon or any use or occupation of the Project site by Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of this Agreement or otherwise;

13. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or subcontractors;

14. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Agency arising out of Contractor's work, for which the Contractor is responsible; and

15. Any and all claims against the Agency 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 Agency from such claims.

- L. 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 Indemnitees, 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 section. 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.
- M. 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 Agency.
- N. 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 Agreement 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.
- O. 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.
- P. 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 section.
- Q. No Limitation or Waiver of Rights. Contractor's obligations under this section are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Agreement. Contractor's indemnification and defense obligations set forth in this section are separate and independent from the insurance provisions set forth in the Agreement, 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 Agreement 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' compensation acts, disability benefit acts or other employee benefit acts. Failure of the Agency to monitor compliance with these requirements imposes no additional obligations on the Agency and will in no way act as a waiver of any rights hereunder.
- R. Withholding to Secure Obligations. Subject to applicable law, in the event a claim arises prior to final payment to Contractor, the Agency may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such claims; provided, however, the Agency may release such funds if the Contractor provides the Agency with reasonable assurances of protection of the Indemnitees' interests. The Agency shall, in its sole discretion, determine whether such assurances are reasonable.
- S. Survival of Indemnity Obligations. Contractor's obligations under this section 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.
- T. Insurance Requirements. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement and any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.
- U. Additional Insured Endorsements. The Contractor shall provide Agency with certificates of insurance and endorsements as evidence of the insurance coverages required herein, and shall cause such certificates of insurance and endorsements to include:
“the City of Moreno Valley (City), the Moreno Valley Community Services District (CSD), the Moreno Valley Housing Authority, and their officers, officials, employees, agents, and volunteers are additional insureds as respects to General Liability and Auto Liability insurance. This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis. Waiver of subrogation for Workers' Compensation and Employer's Liability insurance as respects to the City of Moreno Valley (City), the Moreno Valley Community Services District (CSD), the

Moreno Valley Housing Authority and each of their officers, officials, employees, agents, and volunteers.”

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 (04/13); or
 2. Substitute endorsements providing equivalent coverage, approved by the Agency. 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.
- V. Waivers of Subrogation. All policies of insurance required by the Agreement 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 (City), the Moreno Valley Community Services District (CSD), the Moreno Valley Housing Authority, and their officers, officials, employees, agents, and volunteers.”*
- W. Primary and Noncontributory Coverage. All policies and endorsements shall stipulate that the Contractor’s (and the subcontractors’) insurance coverage shall be primary and noncontributory insurance as respects the *“City of Moreno Valley (City), the Moreno Valley Community Services District (CSD), the Moreno Valley Housing Authority, and their officers, officials, employees, agents, and volunteers,”* and shall be excess of the Contractor’s (and its subcontractors’) insurance and shall not contribute with it. For the primary and noncontributory coverage, said parties shall be named as additional insureds utilizing either:
1. Insurance Services Office (“ISO”) Additional Insured endorsement CG 20 10 (01/13); or
 2. Substitute endorsements providing equivalent coverage, approved by Agency.
- X. 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.
- Y. 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 Agency in writing prior to execution of the Agreement. The Agency’s approval of self-insurance, if any, is within the Agency’s sole discretion and is subject to the following conditions:
- 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 maintain and upon Agency’s reasonable request provide evidence of:
1. 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;
 2. 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
 3. a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
- 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 section, at the option of the Agency:

- a. the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this section, 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 of Moreno Valley (City), the Moreno Valley Community Services District (CSD), the Moreno Valley Housing Authority, and their officers, officials, employees, agents, and volunteers;*” or
- c. the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.
- Z. 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.
- AA. Notices to Agency of Cancellation or Changes. Each insurance policy described in this Agreement 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 Agency (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 Agency), 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 Agreement, Contractor agrees to give written notice to the Agency at the address indicated in this Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the Agency 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.
- BB. Commercial General Liability.
1. Coverage shall be written on an ISO Commercial General Liability “occurrence” form CG 00 01 (10/01 or later edition), Acord Certificate of Liability form 25 (2014/01), or equivalent form approved by the Agency 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) or equivalent form approved by the Agency. 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 acceptance of the Project, and any extension of the one-year correction guarantee period after acceptance.
 2. 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.
- CC. 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. Additionally, the policy shall be endorsed utilizing ISO form CA 20 48 (10/14) or equivalent form.

- DD. 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 Agreement.
- EE. 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.
- FF. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the Agency unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The Agency and the Contractor agree that to the extent permitted by law, until final approval by the Agency all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- GG. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- HH. Termination.
1. The Agency may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the Agency. The Agency shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
 2. Either party may terminate this Agreement for cause. In the event the Agency terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- II. Payment.
1. Payments to the Contractor pursuant to this Agreement will be reported to federal and state taxing authorities as required. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the Agency's agent; however, nothing herein shall convert such records into public records, unless otherwise required by law. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
 2. Pursuant to Public Contract Code section 9203, the Agency shall retain no less than five percent (5%) of the compensation to be paid to Contractor which shall be

- released to the Contractor no later than sixty (60) days from the date of the Contractor's acceptance of the work pursuant to this Agreement.
- JJ. Stop Payment Notice Withholdings. The Agency may withhold payments to cover claims filed under Civil Code § 9350 et seq.
- KK. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- LL. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- MM. Legal Action.
3. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs, fixed by the court.
 4. In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgement proceedings to enforce any judgments in connection with this Agreement. The provision is separate and several and shall survive the merger of this provision into any judgement.
- NN. Warranty.
1. The Contractor, the Contractor's heirs, executors, administrators, successors, and/or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished, including without limitation materials to be of good quality and fit for their purpose and intended use. If any defects in materials or workmanship become evident prior to expiration of the term of this Agreement or release of the Performance Bond, whichever occurs first, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the plans and specifications. Contractor shall also repair, replace and restore any other work which is displaced in correcting defective work which the Agency by reason of such defects reasonably suspects may also be defective. In the event of a failure to commence with the compliance of above-mentioned requirements within seven (7) calendar days after being notified in writing of failure to diligently pursue such compliance to completion, the Agency is hereby authorized to proceed to have the defects repaired and made good at the expense of Contractor who hereby agrees to pay the cost and charges therefor immediately on demand.
 2. If, in the opinion of the Agency, nonconforming work creates a dangerous condition or requires immediate correction or repair to prevent further loss to the Agency or to prevent interruption of operations, the Agency shall attempt to give the Contractor notice of the same. If Contractor cannot be contacted or does not comply with the Agency's request for correction within a reasonable time as determined by the Agency, the Agency may proceed to make such correction or provide such repair. The costs of such correction or repair shall be charged against Contractor, who agrees to make payment for said costs upon demand. Corrective action by the Agency will not relieve Contractor or Contractor's sureties or insurers of the guarantees and indemnities of this Agreement.
 3. This section does not in any way limit the Agency's remedies available under the law, or the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a longer guarantee period. Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the Agency all appropriate guarantees or warranty certificates upon completion of the Project. No manufacturer's guarantee period shall in any way limit the liability of Contractor or

Contractor's sureties and insurers under the indemnity or insurance provisions of this Agreement.

- OO. Records. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, and records on a current basis, and recordings of all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City, County of Riverside, 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 such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three (3) years after acceptance of the Project by the Agency.
- PP. Performance. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City Council.
- QQ. Workers' Compensation. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement. Contractor agrees to waive its statutory immunity under any workers' compensation or similar statute, as respecting the Agency, and to require any and all subcontractors and any other person or entity involved in the Project to do the same.
- RR. Independent Contractor Waiver and Civil Code Section 1542 Waiver. Contractor expressly waives any claims for any compensation or benefits afforded to City employees and not to independent contractors, and waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Contractor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Initials

- SS. Acceptance of Work. Acceptance of the work shall be by action of the Agency's City Council or its designee. Neither the acceptance nor prior inspections or failure to inspect shall constitute a waiver by the Agency of any defects in the work. From and after acceptance, the work shall be owned and operated by the Agency. As a condition to acceptance, Contractor shall certify to the Agency in writing that all of the work has been

- performed in strict conformity with this Agreement and that all costs have been paid, satisfactorily to the Agency, guaranteeing such performance.
- TT. Licensing. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O.Box 26000, Sacramento, CA 95826.
- UU. City of Moreno Valley Business License. The Contractor and all subcontractors shall obtain and keep current a valid City of Moreno Valley Business License and all professional licenses, certifications and/or permits necessary for performing the services describe in this Agreement prior to commencement and throughout the term of this Agreement.
- VV. Default.
1. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and diligently completes such cure, correction or remedy, such party shall not be deemed to be in default hereunder.
 2. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.
 3. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.
 4. In the event that a default of any party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.
- WW. Cumulative Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.
- XX. Conflicts of Interest. Contractor covenants that it does not have any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of Contractor's services under this Agreement. In the event the Agency officially determines that Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Contractor shall file the subject Form 700 with City Hall, as specified under the Notice provisions of this Agreement, pursuant to the written instructions provided by the Agency.
- YY. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

**Air Temperature Specialists
26820 Adams Ave Suite 100
Murrieta, CA 92562
Attn: Robert Peterson**

Agency:

**City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Purchasing & Facilities Division Manager**

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

- ZZ. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- AAA. Agency's Right to Employ Other Contractors.
1. The Agency reserves the right to employ other contractors in connection with work ancillary to the Project. The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others and coordinating with the work by others. The Agency, other contractors and utilities shall have the right to operate within or adjacent to the Project site during the performance of such work.
 2. Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.
- BBB. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- CCC. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- DDD. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties, nor shall any provision of this Agreement be so construed.
- EEE. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original. All electronic signatures shall be deemed to be one and the same as original signatures.
- FFF. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that comes closest to expressing the intention of such invalid or unenforceable term.
- GGG. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Agency. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- HHH. Bonds (applicable when Project exceeds \$25,000.00).
1. Performance Bond. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the Agency. The bond shall be furnished as a guarantee of the faithful performance of the requirements of this Agreement as may be amended from time to time, including, but not limited to, for protection against liability for delays and damages (both direct and consequential) to the Agency and the Agency's consultants and other contractors, and to ensure all warranties, guarantees, and indemnity obligations, in an amount that shall

remain equal to one hundred percent (100%) of the compensation to be paid Contractor under this Agreement. The Performance Bond shall remain in force until at least two (2) years after the date of final acceptance of the Project, unless the City determines, in its sole and absolute discretion, to release the Performance Bond earlier and notifies Contractor in writing.

2. Labor and Materials Payment Bond. 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 Agency in an amount that shall remain equal to one hundred percent (100%) of the compensation to be paid Contractor under this Agreement to secure payment of all claims, demands, stop notices, or charges of material suppliers, mechanics, or laborers employed by the Contractor or by any subcontractor, or any person, firm, or entity eligible to file a stop payment notice with respect to the Project. The Labor and Materials Payment Bond shall remain in force and shall not be released until at least seven (7) months after the date of recordation of the Notice of Completion or Notice of Acceptance, whichever occurs first.

3. Bond Requirements.

a. 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 Agency. 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 Agreement. 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 Agreement compensation, the amount of each bond shall be deemed to increase and at all times remain equal to the Agreement amount. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate by reference the Agreement and the obligations to complete the Project in accordance with the Agreement. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Agreement 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 Agreement. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Agency.

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

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

III. Non-Liability of City Officers and Employees. No officer or employee of the City or shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to Consultant or to its successor, or for any breach of any obligation of the terms of this Agreement.

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Air Temperature Specialists

By: _____
City Manager

By: _____
Charles Jines

Date: _____

Title: President/Owner
Date: _____

By: _____

RECOMMENDED FOR APPROVAL:

Title: _____

Director/Division Manager/Authorized Person
Department or Division

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

City Attorney

Date: _____

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

Attachments

- Exhibit A: Scope of Services
- Exhibit B: Services to be provided to Contractor
- Exhibit C: Terms of Payment

Attachment: Air Temperature Specialists Contract [Revision 1] (2544 : AWARD OF CONTRACT TO REPLACE AIR CONDITIONING AT THE

EXHIBIT A
SCOPE OF SERVICES

- A. This Agreement between the City of Moreno Valley and Contractor is for the replacement of the Senior Community Center HVAC equipment in accordance with **Bid No. 2017-26**.
- B. Basic Scope of Work
1. Demolish the existing thermostats at the Senior Center controlling the existing HVAC systems.
 2. Demolish and remove the eleven (11) packaged AC rooftop unit systems at the Senior Center and shut down all electrical connections to units and adhere to proper electrical safety guidelines.
 3. Contractor to verify point of connection (POC) for new packaged AC unit systems. Units to be connected to existing return plenums and existing ductwork. Install a curb adapter and duct work if needed, as necessary.
 4. Contractor to verify for any plenum and supply ductwork air leaks and prepare for sealing air leaks accordingly for all new packaged AC unit systems. A duct leakage test is required to help spot leakage of conditioned air and seal accordingly and fix leakages.
 5. Contractor to perform a site survey or pre-construction walk prior to ordering all HVAC equipment and accessories for pre-verification of items 1 through 4.
- C. Work may include, but is not limited to replacement, installation, repair, service, testing, and/or maintenance of HVAC package units, ducts, condensers, compressors, filters, swamp coolers, air handlers, economizers, heating units, roof curbs and all related components, including gas lines, electrical lines, and drain lines. All work is to be performed in accordance with manufacturers' recommendations, as well as all federal, state, country, and local regulations.
- D. This scope of work excludes any work other than incidental (less than 10 square feet) of any material containing asbestos. The contractor will immediately stop work if any encountered material is suspected to be asbestos and report the finding of the Purchasing & Facilities Division Manager.
- E. All materials and completed work must meet local, county, state, and federal codes and regulations.
- F. Submission of Material Safety Data Sheets (MSDS) are mandatory for any supply or material used on the job or supplied in the course of this Agreement prior to receipt of or with the first shipment of hazardous material. Also, at any time the content of an MSDS is revised, the Contractor is required to provide new information relevant to the specific material.
- G. The Contractor shall provide manufacturer's warranties and warranty workmanship, operation and performance as described within this Agreement.

EXHIBIT B
**SERVICES TO BE PROVIDED
TO CONTRACTOR**

1. Furnish the Contractor all in-house data which is pertinent to services to be performed by the Contractor and which is within the custody or control of the Agency, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the Agency.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Contractor.
3. Provide timely Agency staff liaison with the Contractor when requested and when reasonably needed.

EXHIBIT C**TERMS OF PAYMENT**

1. The Contractor's total compensation shall not exceed **Two Hundred and Twenty-Two Five Hundred dollars (\$222,500)**. Note: Any single purchase order or project \$25,000.00 or greater requires security as stated in section 'Standard Terms and Conditions, Bonds.'

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

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

Accounts Payable questions can be directed to (951) 413-3087.

Copies of invoices may be submitted to the Jasmin Rivera jasminr@moval.org or calls directed to 951.413.3740.

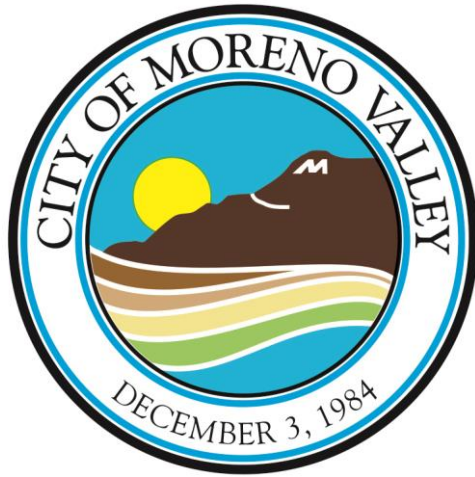
4. The Contractor agrees that Agency payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the Agency. Any invoice not paid because the completed ACH Authorization Form has not been provided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

5. The minimum information required on all invoices is:

- A. Vendor Name, Mailing Address, and Phone Number
- B. Invoice Date
- C. Vendor Invoice Number
- D. City-provided Reference Number (e.g. Project, Activity, Purchase Order No.)
- E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The Agency shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same, provided the services reflected in the invoice were performed to the reasonable satisfaction of the Agency in accordance with the terms of this Agreement.

7. Pursuant to Public Contract Code section 9203, the Agency shall retain no less than five (5) percent of the compensation to be paid to Contractor which shall be released to the Contractor no later than sixty (60) days from the date of the Agency's acceptance of the work pursuant to this Agreement.



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Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: April 4, 2017

TITLE: COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2016/2017 AS OF JULY 1, 2016 AND REIMBURSABLE ACTIVITIES REPORT FOR JULY 1, 2016 - FEBRUARY 28, 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 February 28, 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:
Pat Jacquez-Nares
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. February 2017 PDF Discretionary Funds & Reimbursables Reports

APPROVALS

| | | |
|-------------------------|-------------------|------------------|
| Budget Officer Approval | <u>✓ Approved</u> | 3/16/17 1:55 PM |
| City Attorney Approval | <u>✓ Approved</u> | 3/16/17 1:20 PM |
| City Manager Approval | <u>✓ Approved</u> | 3/23/17 11:17 AM |



MAYOR DIFFERENTIAL

Fiscal Year 2016/2017 Council Discretionary Expenditures

Account: 1010-10-01-10010-620130

July 1, 2016 - February 28, 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 |
| 2/24/2017 | \$ 49.00 | Riverside County Office of Education - State of the County Education Address |
| 2/25/2017 | \$ 45.00 | 452nd Air Mobility Wing Annual Awards Banquet |
| | \$ 190.19 | TOTAL Council Discretionary Expenditures for FY 16/17 (Mayor Differential) |
| | \$ 3,000.00 | FY 16/17 Budget Amount |
| | \$ 2,809.81 | FY 16/17 Budget Amount Remaining |

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

Updated as of: 3/14/17



COUNCIL DISTRICT 1

Fiscal Year 2016/2017 Council Discretionary Expenditures

Account: 1010-10-01-10010-620111

July 1, 2016 - February 28, 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 |
| 2/8/2017 | \$ 25.00 | Cesar E. Chavez Scholarship Breakfast |
| | \$ 1,224.71 | TOTAL Council Discretionary Expenditures for FY 16/17 |
| | \$ 3,000.00 | FY 16/17 Budget Amount |
| | \$ 1,775.29 | FY 16/17 Budget Amount Remaining |

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

Updated as of: 3/14/17



COUNCIL DISTRICT 2

Fiscal Year 2016/2017 Council Discretionary Expenditures

Account: 1010-10-01-10010-620112

July 1, 2016 - February 28, 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 |
| 2/8/2017 | \$ 25.00 | Cesar E. Chavez Scholarship Breakfast |
| 2/16/2017 | (\$25.00) | Riverside County Division/League of California Cities |

2/16/2017 (\$75.00) MVCC Installation Dinner & Awards Banquet Credit
2/21/2017 \$ 49.00 Riverside County Office of Education - State of the County Education Address

\$ 1,309.64 TOTAL Council Discretionary Expenditures for FY 16/17

\$ 3,000.00 FY 16/17 Budget Amount
\$ 1,690.36 FY 16/17 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
Updated as of: 3/14/17



COUNCIL DISTRICT 3

Fiscal Year 2016/2017 Council Discretionary Expenditures

Account: 1010-10-01-10010-620113

July 1, 2016 - February 28, 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 |
| 2/21/2017 | \$ 40.00 | MVCC Military Decals for Vets |
| 2/24/2017 | \$ 49.00 | Riverside County Office of Education - State of the County Education Address |
| | \$ 1,169.64 | TOTAL Council Discretionary Expenditures for FY 16/17 |
| | \$ 3,000.00 | FY 16/17 Budget Amount |
| | \$ 1,830.36 | FY 16/17 Budget Amount Remaining |

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

Updated as of: 3/14/17



COUNCIL DISTRICT 4

Fiscal Year 2016/2017 Council Discretionary Expenditures

Account: 1010-10-01-10010-620114

July 1, 2016 - February 28, 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 |
| | | No expenditures to report for February 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: 3/14/17



COUNCIL DISTRICT 5

Fiscal Year 2016/2017 Council Discretionary Expenditures

Account: 1010-10-01-10010-620115

July 1 2016 - February 28, 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 Cementary 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: 3/14/17

| <i>Reports on Reimbursable Activities February 1, 2017 – February 28, 2017</i> | | | |
|--|-----------|--|-----------|
| Council Member | Date | Meeting | Cost |
| Jeffrey J. Giba | 2/8/2017 | Cesar E. Chavez Scholarship Breakfast | \$25.00 |
| | 2/16/2017 | Riverside County Division/League of California Cities CREDIT/REFUND | (\$25.00) |
| | 2/16/2017 | MVCC Installation Dinner & Awards Banquet CREDIT/REFUND | (\$75.00) |
| | 2/21/2017 | Riverside County Office of Education – State of the County Education Address | \$49.00 |
| Dr. Yxstian A. Gutierrez | 2/24/2017 | Riverside County Office of Education – State of the County Education | \$49.00 |
| | 2/25/2017 | 452 nd Air Mobility Wing Annual Awards Banquet | \$45.00 |
| Victoria Baca | 2/8/2017 | Cesar E. Chavez Scholarship Breakfast | \$25.00 |
| David Marquez | 2/21/2017 | MVCC – Military Decals for Vets | \$40.00 |
| | 2/24/2017 | Riverside County Office of Education – State of the County Education Address | \$49.00 |

NOTIFICATION

Publication of Agenda

**PREPARATION OF
STAFF REPORT**

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

Department Head Approval:
Pat Jacquez-Nares
City Clerk



Report to City Council

TO: Mayor and City Council

FROM: Martin Koczanowicz, City Attorney
Allen Brock, Community Development Director

AGENDA DATE: April 4, 2017

TITLE: EXTENSION OF THE URGENCY ORDINANCE BANNING
COMMERCIAL CANNABIS ACTIVITY IN THE CITY

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Adopt Resolution 2017-19: A Resolution Of The City Council Of The City Of Moreno Valley, California, Extending The Sunset Date Of Ordinance 916 And The Ban On Commercial Cannabis Activity In The City Till October 30, 2017.

SUMMARY

This report recommends adoption of a Resolution extending the duration of Ordinance No. 916 in order to continue the ban on all commercial cannabis activities in the City of Moreno Valley till October 30, 2017.

DISCUSSION

At the November 1st, 2016 Council meeting, the City Council duly adopted Urgency Ordinance 916, to ban all commercial cannabis activity in the City. The Ordinance (copy included with this staff report) was adopted in anticipation of passage of Proposition 64 at the November 8th, 2016 election and was adopted to protect public health, safety and welfare and to prevent commercial cannabis activity in the City prior to Council's approval and adoption of any potential regulations.

The Ordinance was adopted for a period of six months (ending April 30th, 2017) in order to provide time for consideration of such regulations. The Ordinance, by its own terms, provides for the Council's ability to extend the term of the Ordinance if it finds it necessary to do so. Due to the fact that the decision on the type of regulations of cannabis activity in the City and potential zoning districts where such activity would be

allowed, if at all, is a very important one and has long term effect, Council expressed the desire for fully constituted Council to deliberate such regulations. Fifth Council member will not be seated until the June 6th election results are certified. Consequently the Sunset Date of April 30th, 2017 needs to be extended.

Since the Ordinance in its terms provides for Council authority to extend the Sunset Date, such action can be accomplished by a Resolution. Resolution drafted for Council consideration contains the reasons and findings for the extension and if adopted will extend the Sunset Date of the Ordinance till October 30, 2017.

ALTERNATIVES

1. Adopt Resolution extending the Sunset Date of Ordinance 916 till October 30, 2017. *Staff recommends this alternative as it will prevent the current ban from lapsing before any regulations can be adopted.*
2. Fail to adopt the resolution and allow the ban to end on April 30th, 2017. *Staff does not recommend this alternative due to a high potential for commercial cannabis activity establishing without any controls, land use designations or other regulations which would allow the City to protect public health, welfare and safety.*

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

NOTIFICATION

Agenda was posted in accordance with the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Martin D. Koczanowicz
City Attorney

Department Head Approval: N/A

Concurred By:
Allen D. Brock
Community Development Director

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

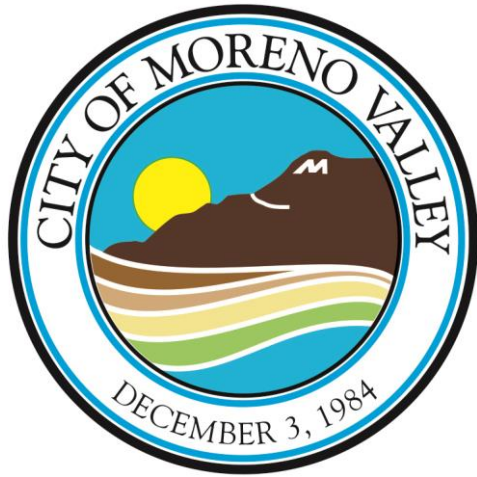
- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Reso Extending Ord916
- 2. Ordinance No. 916

APPROVALS

| | | |
|-------------------------|-------------------|------------------|
| Budget Officer Approval | <u>✓ Approved</u> | 3/20/17 9:38 AM |
| City Attorney Approval | <u>✓ Approved</u> | 3/16/17 5:03 PM |
| City Manager Approval | <u>✓ Approved</u> | 3/23/17 11:35 AM |



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ATTACHMENT A

RESOLUTION NO. 2017-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, EXTENDING THE SUNSET DATE OF ORDINANCE 916 AND THE BAN ON COMMERCIAL CANNABIS ACTIVITY IN THE CITY TILL OCTOBER 30, 2017

WHEREAS, ON November 1st, 2016 City Council duly adopted Urgency Ordinance No. 916, to ban all commercial cannabis activity in the City of Moreno Valley; and

WHEREAS, by its own terms the Ordinance was to sunset on April 30th, 2017, unless otherwise extended by City Council's action; and

WHEREAS, due to the importance of the decision of if and how, to regulate commercial cannabis activity in the City, City Council desires to deliberate this issue when all five Council Members are elected and seated; and

WHEREAS, the District 4 seat will not be filled until the June 6th, 2017 election, over a month after the original Sunset Date of Ordinance No. 916; and

WHEREAS, the conditions giving rise to the need for a ban until regulations are established continue to exist in form of various illegal commercial cannabis businesses attempting to establish in the City without any regulation; and

WHEREAS, for the reasons stated above City Council has determined that it is in the best interests of the City of Moreno Valley that the City Council extend the Sunset Date of Ordinance No. 916 and the ban on commercial cannabis activity till October 30th, 2017.

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

1. Consistent with Section 4 of Ordinance No. 916 the Sunset Date of the Ordinance No. 916 is hereby extended to October 30th, 2017.

APPROVED AND ADOPTED this 4th day of April 2017

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2015- __ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 14th day of April, 2015 by the following vote:

AYES:

NOES:

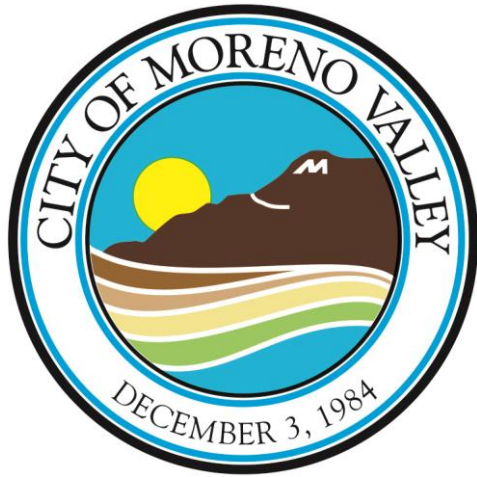
ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)



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ATTACHMENT B

ORDINANCE NO. 916

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 BY ADDING SECTION 9.02.135 TO CHAPTER 9.02 OF THE MORENO VALLEY MUNICIPAL CODE PERTAINING TO COMMERCIAL NON-MEDICAL MARIJUANA USES

WHEREAS, on November 8, 2016, California voters will decide whether to approve Proposition 64 and thereby legalize the recreational use of marijuana in the State of California;

WHEREAS, the City of Moreno Valley's ("City") Municipal Code ("Municipal Code"), sections 11.10.020 – 11.10.030, of Chapter 11.10, "Medical Marijuana Dispensaries," of Title 11, "Peace, Morals and Safety," expressly prohibits medical marijuana dispensaries, including but not limited to, the cultivation of medical marijuana within the City; and

WHEREAS, Municipal Code, sections 9.01.030, and 9.04.030, of Title 9, "Planning and Zoning, are "permissive zoning ordinances" which, in effect, prohibit all marijuana dispensaries and related commercial uses because such uses are not specifically mentioned permitted use in the Municipal Code; and

WHEREAS, the City desires to expressly re-affirm and clarify its policy of prohibiting both medical and recreational marijuana dispensaries, manufacture, cultivation, and delivery within the City; and

WHEREAS, in the event Proposition 64 passes, the City requires sufficient opportunity to review and consider regulations of non-medical marijuana uses in the City and potentially amend medical marijuana regulations in the Code; and

WHEREAS, California Government Code section 36937(b) provides that an urgency ordinance may be adopted by the City Council for the immediate preservation of the public peace, health or safety, which ordinance shall take effect immediately upon adoption; and

WHEREAS, the City Council finds that due to the possible adoption of Proposition 64 and its immediate effect, an urgency ordinance is required to temporarily prohibit non-medical marijuana uses in the City, in order to preserve the public peace, health, and safety and provide sufficient amount of time to consider and adopt potential permanent regulations.

The City Council of the City of Moreno Valley does ordain as follows:

Attachment: Ordinance No. 916 [Revision 1] (2551 : Extension of the Urgency Ordinance Banning Commercial Cannabis activity in the City)

SECTION 1. RECITALS

The recitals set forth above are true and correct and incorporated herein by reference.

SECTION 2. PURPOSE

The purpose of this Urgency Ordinance is to add Section 9.02.135 to Chapter 9.02 of the Moreno Valley Municipal Code in order to prohibit commercial non-medical. marijuana uses in all zones and districts of the City of Moreno Valley.

SECTION 3. AMENDMENTS TO CODE

Section 9.02.135, "Commercial Non-Medical Marijuana Use" is hereby added to the Moreno Valley Municipal Code as follows:

"9.02.135 - COMMERCIAL NON-MEDICAL MARIJUANA USE

A. Purpose and intent.

The City Council finds and declares that the purpose and intent of this Section is to prohibit all commercial non-medical marijuana land uses in the City's Zoning Code in order to protect the health, safety and welfare of the community. This Section is not intended to interfere with a patient's right to medical marijuana, as provided for in California Health & Safety Code Section 11362, nor does it criminalize medical marijuana possession or cultivation by specifically defined classifications of persons, pursuant to state law. This Section is adopted to expressly prohibit the use of real property in all zones and districts of the City of Moreno Valley for the purpose of engaging in commercial non-medical marijuana activities such as, for example, the sale, use, storage, transport, distribution, delivery, testing, grading, marketing, processing, manufacturing, cultivation or packaging of non-medical marijuana and related products containing marijuana. This Section is intended to impose temporary ban on the use of real property in the City for commercial non-medical marijuana purposes.

B. Definitions.

1. "Commercial non-medical marijuana uses" means any commercial or business enterprise, whether for-profit or non-profit, engaged in, for example, the sale, use, storage, transport, distribution, delivery, testing, grading, marketing, processing, manufacturing, cultivation or packaging of non-medical marijuana and related products containing marijuana.
2. "Marijuana" shall have the meaning as provided in California Health and Safety Code Section 11018.
3. "Medical marijuana" means marijuana for medical purposes upon the recommendation of a physician under the Compassionate Use Act of 1996.

2 Ordinance No. 916 Date Adopted: November 1, 2016,

C. Prohibition.

Commercial non-medical marijuana uses, as defined in Section 9.02.165(8), are prohibited in all zones and districts of the City of Moreno Valley."

SECTION 4. DURATION AND SUNSET

This Ordinance shall be effective immediately upon adoption and remain in effect for a period of six (6) months unless otherwise extended by the action of City Council.

SECTION 5. URGENCY FINDINGS

This Urgency Ordinance, and the provisions set forth herein, are necessary for the immediate preservation of public peace, health and safety in order to insure that the City has clarified and solidified its existing regulations of non-medical marijuana, including cultivation, prior to the possible adoption of Proposition 64 on November 8, 2016.

SECTION 6. 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 7. 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 8. 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 9. 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.

3 Ordinance No. 916

Date Adopted: November 1,2016

Attachment: Ordinance No. 916 [Revision 1] (2551 : Extension of the Urgency Ordinance Banning Commercial Cannabis activity in the City)

SECTION 10. EFFECTIVE DATE This ordinance shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 1 st day of November, 2016.

ATTEST:

City Clerk

APPROVED AS TO FORM:

g

City Attorney



4 Ordinance No. 916 Date Adopted: November 1,2016

ORDINANCE JURAT

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE) ss. CITY OF
MORENO VALLEY

I, Marie Macias, MMC, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that the Urgency Ordinance No. 916 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 15t dayof November, 2016, by the following vote:

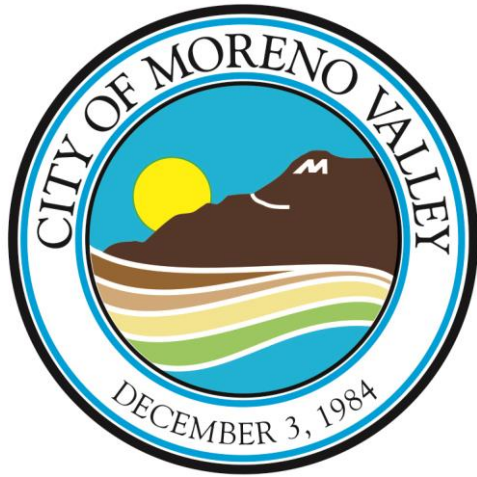
AYES: Council Members Jempson, Molina, Price and Mayor Pro Tern Giba NOES: None

ABSENT: Mayor Gutierrez ABSTAIN: None (Council Members, Mayor Pro Tem and Mayor)

(SEAL)

5 Ordinance No. 916 Date Adopted: November 1, 2016

Attachment: Ordinance No. 916 [Revision 1] (2551 : Extension of the Urgency Ordinance Banning Commercial Cannabis activity in the City)



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Report to City Council

TO: Mayor and City Council

FROM: Allen Brock, Community Development Director

AGENDA DATE: April 4, 2017

TITLE: SECOND READING AND ADOPTION OF ORDINANCE NO. 922 APPROVING ZONE CHANGE FOR LEGACY PARK PROJECT FOR A 53 ACRE SINGLE FAMILY DWELLING PROJECT AT THE SOUTHEAST CORNER OF INDIAN STREET AND GENTIAN AVENUE

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct second reading by title only and Adopt Ordinance No. 922. An Ordinance of the City Council of the City of Moreno Valley, California, approving a Zone Change (PEN16-0093) from R30 to R5 for approximately 15 acres located within Assessor's Parcel Number 485-220-040 located south of Gentian Avenue and on the west side of the California Aqueduct.

SUMMARY

This report recommends approval of the Legacy Park project, as proposed by the Mission Pacific Land Company. The project proposes to develop a 221 unit single family residential Planned Unit Development on approximately 53 acres at the southeast corner of Indian Street and Gentian Avenue. The project site abuts the west side of the California Aqueduct. The project as proposed requires legislative actions by the City Council for a General Plan Amendment and Zone Change in order to change the land use designation and zoning district for the 15 acre eastern portion of the project site from Residential 30 (R30) to Residential 5 (R5). In addition, the applicant is seeking approval of a Tentative Tract Map to subdivide the site into 221 lots, and a Conditional Use Permit to allow for the Planned Unit Development (PUD). The (PUD) will set the neighborhood design, lot configurations, establish parks, common recreational areas and open space, and design guidelines for the planned residential community.

DISCUSSION

A City Council public hearing was held for this project on March 21, 2017. Following the public hearing, the City Council voted unanimously to approve the project and introduced and read by title only, Ordinance No. 922. A second reading of Ordinance No. 922 was scheduled to be placed on the Consent Calendar of the April 4, 2017 City Council meeting.

A Planning Commission public hearing was held for this project on January 26, 2017. At the meeting, staff presented the project and the related Mitigated Negative Declaration. Following the staff presentation, comments were taken from the applicant and the public hearing was opened. One resident spoke in favor of the project as the only public testimony on the project.

The Planning Commission inquired about construction of and access to a segment of the Juan Bautista De Anza Trail within the adjacent California Aqueduct easement. The Commission also discussed City policy regarding maintenance of reverse frontage parkways along arterial roadways. And, the Planning Commission entertained additional dialogue with staff on the proposed fencing for the public park. Following discussion regarding the best way to secure the 2.8 acre public park, the Planning Commission recommended revising the proposed condition of approval to allow for flexibility in the fence design. Upon concluding deliberations on the project, the Planning Commission voted unanimously 6-0-0 (one absent) to recommend the City Council adopt a Mitigated Negative Declaration for the project and to approve the proposed General Plan Amendment, Zone Change, Conditional Use Permit and Tentative Tract Map.

Project

The project includes applications for a General Plan Amendment (PEN16-0092), Zone Change (PEN16-0093), Conditional Use Permit (PEN16-0094) and Tentative Tract Map (PEN16-0095).

The following is a brief discussion of each of the applications. Complete details about the project are included in Attachment 12, which is the full Planning Commission staff report for this project.

Land Use Changes – PEN16-0092 and PEN16-0093

The applicant proposes a General Plan Amendment to change the General Plan designation for the 15 acre triangular shaped parcel, which makes up the eastern portion of the project area, from Residential 30 (maximum of 30 dwelling units per acre) to Residential 5 (maximum of five dwelling units per acre). In addition to the General Plan Amendment, a Zone Change to change the zoning district from R30 to R5 is required to ensure consistency between the resulting general plan and zoning classifications. As a result of the proposed land use changes the entire project site becomes developable as a lower density high quality planned community as desired by the applicant.

Planned Unit Development (Conditional Use Permit) – PEN16-0094

The applicant is seeking approval of a Planned Unit Development (PUD) for the project in order to access the flexibility afforded by the Municipal Code for PUD development standards. Specifically, the PUD for the Legacy Park project proposes to define two distinct planning areas (neighborhoods) within the overall project area, with each planning area having minimum lot sizes of 4,000 and 5,000 square feet respectively. As a whole, based on the layout and lot mix, the overall average lot size calculates to approximately 5,800 square feet as compared to the 7,200 square feet typically required in R5 zone property. The PUD guidelines further establish unique development standards along with architectural guidelines for development of a 221 lot planned residential community. The Design Guidelines for the project outline specific site development standards, architectural styles of the buildings, criteria for community walls, fences and landscape, hardscape and common area elements.

Amenities unique to the PUD include pocket parks, landscape paseos, trail connections to the adjacent Juan Bautista de Anza Trail, decorative treatment in Street L at major intersections, and a median in Street L at Gentian.

Tentative Tract Map – PEN16-0095

Tentative Tract Map 36760 proposes to subdivide the 53 acres of the project site into 221 single family residential tract lots with additional lettered lots for basins for storm water/water quality treatment, a segment of the Juan Bautista de Anza trail over the California Aqueduct, public streets, pocket parks, and a 2.8 acre neighborhood park site. The proposed subdivision has been designed for consistency with the City's R5 zone and with the proposed development standards of the Legacy Park PUD.

Conditions of Approval are included to ensure the project will construct a segment of the Juan Bautista De Anza Trail within the adjacent California Aqueduct easement and will construct the public park of approximately 2.8 acres located in the south portion of the project, adjacent the baseball fields at March Middle School.

Environmental

The City as the Lead Agency has prepared and recommends certification of a Mitigated Negative Declaration (MND) for the project pursuant to Sections 15070 et seq. of the California Environmental Quality Act (CEQA) Guidelines. A Mitigation Monitoring Program has been prepared to ensure implementation of required mitigation measures.

A copy of the Mitigated Negative Declaration, Initial Study and Mitigation Monitoring Program are attached to this staff report as Attachments 13, 14, and 15.

ALTERNATIVES

1. Adopt a Mitigated Negative Declaration and approve the applications for the Legacy Park project. This action would change the General Plan land use designation and zoning district from R30 to R5 for the 15 acre eastern triangular shaped portion of the project site; thereby, establishing R5 zoning for the entire project site. This action would allow for the development of a Planned Unit Development with two planning areas with respective minimum lot sizes of 4,000 and 5,000 square feet, and a set of Design Guidelines that establish unique development standards and architectural guidelines for this single family residential community. Staff recommends this alternative.
2. Do not adopt a Mitigated Negative Declaration and deny the applications for the Legacy Park Project. This action would retain the current R30 General Plan and Zoning designations for the 15 acre eastern triangular shaped portion project site, and would retain the R5 designations for the remaining 38 acres. The entire project site would remain unentitled vacant property. Staff does not recommend this alternative.

FISCAL IMPACT

Not applicable.

NOTIFICATION

The City Council public hearing notice for this project was published in the local newspaper on March 10, 2017. Public notices were sent to all property owners of record within 300 feet of the project site on March 9, 2017. The public hearing notice for this project was also posted on the project site on March 9, 2017.

As of the date of report preparation, staff has received no phone calls or correspondence in response to the noticing for this project. Similarly, there was no public response to the City's noticing efforts for the January 26, 2017 Planning Commission public hearing.

A link to the City Council agenda and the staff report for this project was provided to the applicant. There were no other parties or other agencies that requested copies of the

report.

PREPARATION OF STAFF REPORT

Prepared By:
Jeff Bradshaw
Associate Planner

Department Head Approval:
Allen Brock
Community Development Director

CITY COUNCIL GOALS

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

Objective 5.6: Enhance community outreach, partnership opportunities, and stakeholder ownership of the City's parks and recreation services, programs and events.

ATTACHMENTS

1. Ordinance No. 922
2. Exhibit A to ATT 3 Ordinance No. 922

APPROVALS

| | | |
|-------------------------|-------------------|------------------|
| Budget Officer Approval | <u>✓ Approved</u> | 3/22/17 5:49 PM |
| City Attorney Approval | <u>✓ Approved</u> | 3/23/17 7:35 AM |
| City Manager Approval | <u>✓ Approved</u> | 3/23/17 11:34 AM |

ORDINANCE NO. 922

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A ZONE CHANGE (PEN16-0093) FROM R30 to R5 FOR APPROXIMATELY 15 ACRES LOCATED WITHIN ASSESSOR'S PARCEL NUMBER 485-220-040 LOCATED SOUTH OF GENTIAN AVENUE AND ON THE WEST SIDE OF THE CALIFORNIA AQUEDUCT

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, Mission Pacific Land Company, filed Application No. PEN16-0093, requesting an amendment to Pages 124 and 139 of the Official Zoning Atlas to the zoning classification for certain property, as described in the title of this resolution and the attached Exhibit A; and

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on March 21, 2017, for deliberations and decision.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 An the Initial Study has been prepared for the project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the Initial Study, it was determined that the project impacts are less than significant with mitigation and approval of a Mitigated Negative Declaration is recommended.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on March 21, 2017, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

- 1. Conformance with General Plan Policies – The proposed amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The project includes four applications: a General Plan Amendment, a Zone Change, a Conditional Use Permit and a Tentative Tract Map. The project proposes to develop a 221 lot planned residential community on

approximately 53 acres. The Zone Change application proposes to change the zoning district for approximately 15 acres from R30 to R5.

The project site is bounded by existing single-family tract homes to the west and northwest in the RS-10 zone with minimum lot sizes of 4,500 square feet. The property immediately to the north is zoned R5 and has been subdivided with a recorded map, Tract Map 22180. Further to the north are existing single-family tract homes in the R5 zone. Southwest of the project site are single-family homes in the R5 zone. March Middle School and Rainbow Elementary School are located immediately to the south. Vacant and developed land (non-conforming single-family residences) in the R30 zone is located to the southeast of the project site.

The property is bound by the California Aqueduct along the eastern property line with vacant Community Commercial zoned property to the east. The site to the east was recently approved for development as a Walmart retail center. Additional existing commercial retail centers are located to the southeast at the intersection of Perris Boulevard and Iris Avenue in the Community Commercial zone. March Air Reserve Base is located approximately three-quarters of a mile to the west, and the City Corporate Yard is located approximately 1,400 feet to the east.

Consistent with General Plan Community Goals 2.1 and 2.4, the proposed Zone Change will establish a single family land use zoning designation that is compatible with surrounding residential land uses and will promote development of the site's undeveloped parcels.

Upon approval of a General Plan Amendment from R30 to R15 on the approximately 15 acre site, the Change of Zone will be consistent with the General Plan designation for the property.

- 2. Conformance with the Zoning Regulations – The proposed Zone Change is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

FACT: As proposed, the Change of Zone from R30 to R5 for the 15 acre portion of the project site is consistent with the purposes and intent of Title 9. A residential development under the R5 would continue to further the comprehensive and orderly development of the site and surrounding areas.

The area surrounding the site has been developed primarily with single family residential land uses. Vacant and developed land (non-conforming single-family residences) in the R30 zone is located to the southeast of the project site. Commercial land uses have been developed to the east

along Perris Boulevard and to the southeast at the intersection of Perris Boulevard and Iris Avenue.

Existing single-family residences are located to west, southwest and north of the project site. The vacant land immediately to the north has a recorded map (Tract 22180) which is currently under development for single-family residential use. March Middle School and Rainbow Elementary School are located immediately to the south of the project site.

The proposed Zone Change to R5 is compatible with the established zoning designations of the parcels in the area. The change from the existing R30 to R5 for the 15 acre portion of the project site reflects reconsideration of land use patterns in this area of the community. The change will also allow the potential for a planned community consistent with the R5 zoning designation.

- 3. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

FACT: The proposed Zone Change will not result in unacceptable levels of protection from natural and man-made hazards to life, health, and property and is therefore consistent with General Goal 9.6.1. The project site is located approximately 2,000 feet south of the Kennedy Park Fire Station and within close proximity to emergency services which is consistent with General Plan Goal 9.6.2 which requires emergency services that are adequate to meet minor emergency and major catastrophic situations. The proposed Zone Change will not allow for development that would be inconsistent with General Plan Objective 6.1 to minimize the potential for loss of life and protect residents, workers, and visitors to the City from physical injury and property damage due to seismic ground shaking and secondary effects or General Plan Objective 6.2 to minimize the potential for loss of life and protect residents, workers, and visitors to the City from physical injury and property damage, and to minimize nuisances due to flooding.

The proposed Zone Change will not adversely affect the public health, safety or general welfare. The California Environmental Quality Act (CEQA) is a statewide environmental law contained in Public Resources Code §§21000-21177. CEQA applies to most public agency decisions to carry out, authorize, or approve actions that have the potential to affect the environment. CEQA requires that public agencies analyze and acknowledge the environmental consequences of their discretionary actions and consider alternatives and mitigation measures that could avoid or reduce significant adverse impacts to the environment when avoidance or reduction is feasible. The CEQA compliance process

provides public agencies and the general public an opportunity to comment on a proposed project's environmental effects.

An Initial Study / Mitigated Negative Declaration was prepared which assessed the potential of the proposed Zone Change and the related General Plan Amendment, Conditional Use Permit and Tentative Tract Map applications to impact the environment. The project proposes to develop a 221 lot planned residential community on approximately 53 acres. The project site is located at the southeast corner of the intersection of Indian Street and Gentian Avenue. The Zone Change is included in the project description of the Initial Study, and was fully considered and analyzed in the Initial Study.

The Initial Study provided the documentation of the factual basis for the finding in the Mitigated Negative Declaration that the proposed project will not have a significant effect on the environment with the implementation of mitigation measures. The City as the Lead Agency has prepared a Mitigated Negative Declaration (MND) pursuant to Sections 15070 et seq. of the State CEQA Guidelines. The preparation and review of the Initial Study/Mitigated Negative Declaration reflects the independent judgment of the City.

The Mitigated Negative Declaration has been considered by the Planning Commission and City Council and there is no evidence that the proposed project will have a significant impact on public health or be materially injurious to surrounding properties of the environment as a whole. The City Council does hereby certify a Mitigated Negative Declaration for Zone Change Application No. PEN16-0093 pursuant to the California Environmental Quality Act (CEQA) Guidelines.

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification as shown on the attached map (marked "Exhibit A" and included herein by reference and on file in the office of the City Clerk).

SECTION 4 EFFECT OF ENACTMENT:

4.1 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 5 NOTICE OF ADOPTION:

4
Ordinance No. 922
Date Adopted: April 4, 2017

5.1 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 6 EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 4th day of April, 2017.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Ordinance No. 922 (2558 : LEGACY PARK PROJECT PROPOSES A GENERAL PLAN AMENDMENT, A CHANGE OF ZONE,

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. 922 had its first reading on March 21, 2017 and had its second reading on April 4, 2017 and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting held on the 4th day of April, 2017, by the following vote:

AYES:

NOES:

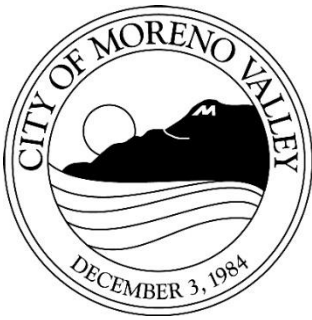
ABSENT:

ABSTAIN:

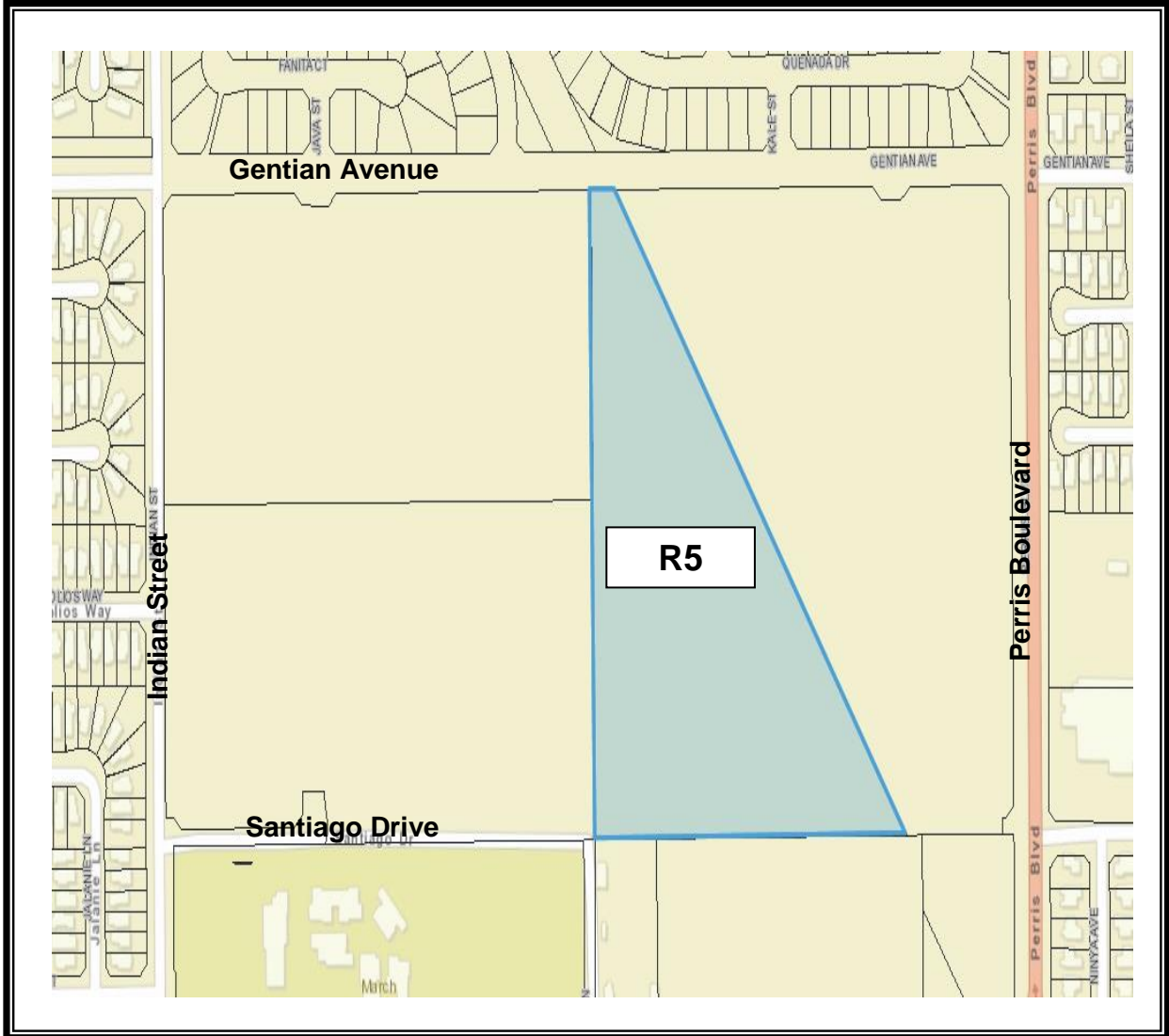
(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

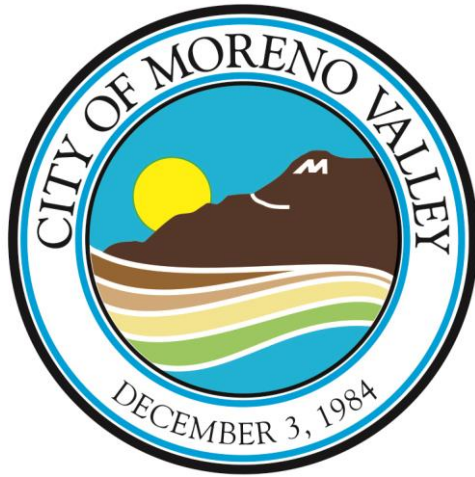
(SEAL)



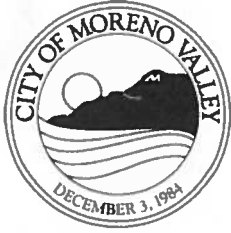
ZONE CHANGE
 Application No. PEN16-0093
 APN's 485-220-040



Attachment: Exhibit A to ATT 3 Ordinance No. 922 (2558 : LEGACY PARK PROJECT PROPOSES A GENERAL PLAN AMENDMENT, A CHANGE



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City of Moreno Valley Boards and Commissions Membership Application Form

CITY CLERK
MORENO VALLEY
RECEIVED
17 FEB 1 AM 8:23

Handwritten initials

For City Clerk's Use
Stamp Date and Time Received

Name: Brian Lowell
Home Address: 27123 Oak Ridge Road
Moreno Valley, CA 92555

How long have you resided in Moreno Valley? 34 years

CONFIDENTIAL INFORMATION

Home Phone No.: [REDACTED] Driver's License No.: [REDACTED]
Work Phone No.: [REDACTED] Cell Phone No.: [REDACTED]
E-mail Address: [REDACTED]

Employer Name: Hunsaker & Associates Position: Engineer
Address: 2900 Adams Street; Suite A-15
Riverside, CA 92504

Board or Commission applying for*: 1st Choice Planning Commission
2nd Choice _____

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:
 Physically Challenged Person Person Experienced in Construction Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:
 Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

Why do you wish to serve on this Board and/or Commission?
As a civil engineer with 17 years of experience, I know how important the planning commission is, and how vital the entitlement process is.
As a planning commissioner, I would like to continue to provide clear and concise recommendations to the City Council on zoning relate issues.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:
Current Chairman of the Moreno Valley Planning Commission, 4 year tenure as a City Planning Commissioner
Licensed Civil Engineer, Bachelor of Science in Civil Engineering from Cal Poly Pomona,
Associates of Science and Associates of Arts from RCC Moreno Valley, Governors Office of Emergency Services, Safety Assessment Volunteer

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.
The Planning Commission serves as an advisory board to the City Council. The commission makes decisions and recommendations pertaining to zoning and land use related issues, including Conditional Use Permits, Change of Zone, Specific Plans, and the City's General Plan and amendments.
Most decisions made by the commission are final unless appealed to the City Council.

What do you hope to accomplish by your participation?
I hope to help make our great city be the best is can possibly be. Including helping implement Momentum Mo Val, make our city as business friendly as possible, encourage businesses to come to Moreno Valley and employ our citizens through a streamlined entitlement process.

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency (ies), contact person, and dates served:

Hunskauer & Associates - Civil Engineering - Paul Huddleston, Principal - 951-352-7200

Current Chairman of the Moreno Valley Planning Commission, 4 year tenure as a City Planning Commissioner

Governors Office of Emergency Services, Safety Assessment Volunteer

What other areas of interest do you have in our City government?

I have interest in the Utility Commission

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to the appointment.

Date(s) of the meeting(s) attended: All meetings have been attended for the previous 4 years

Pursuant to Resolution 2016-43 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.

[Redacted Signature]

January 30, 2017

Signature

Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round.



City of Moreno Valley

Boards and Commissions

Membership Application Form

CITY CLERK
MORENO VALLEY
RECEIVED

17 FEB -2 PH 1:54

For City Clerk's Use
Stamp Date and Time Received

Name: Carla Thornton
 Home Address: 24511 Skyland Dr
Moreno Valley, CA, 92557
 How long have you resided in Moreno Valley? _____

CONFIDENTIAL INFORMATION

Home Phone No.: _____ Driver's License No.: [REDACTED]
 Work Phone No.: _____ Cell Phone No.: [REDACTED]
 E-mail Address: [REDACTED]

Employer Name: Crafton Hills College Position: Veterans Coordinator/Counselor
 Address: 11711 Sand Canyon Road
Yucaipa, CA 92399

Board or Commission applying for*: 1st Choice Planning Commission
 2nd Choice _____

- *If applying for the Accessibility Appeals Board, please indicate which position you are applying for:
 Physically Challenged Person Person Experienced in Construction Public Member
- *If applying for the Utilities Commission, please indicate which position you are applying for:
 Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

Why do you wish to serve on this Board and/or Commission?
I have a interest in joining the Commission to assist moreno valley in planning for the future.
and assist in establishing and supporting our cities development direction. I would be honored to
assist the Commission in identifying issues, direction of growth and project future demands
and promote our interest to the general public.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:
Education- Masters of Social Work, university of Southern California, Masters of Arts Management,
University of Redlands, Bachelors in Social Science, university of Maryland-University College.
Skills - Legislative and Policy Analyst, Research, Grant Writing, Conflict Management and Negotiation

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.
The Planning Commission oversees development and makes recommendations on matters
concerning city zoning.

What do you hope to accomplish by your participation?
If I were selected to join the Commission, I hope to contribute by providing a perspective on
decisions made from a social work perspective on how decisions impact individuals and
communities.

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency (ies), contact person, and dates served:

Community Involvement - California Department of Veterans Affairs, Boardmember, Feb 2010 - Present
City of Moreno Valley, Vice-Chairperson, Traffic Commission

What other areas of interest do you have in our City government?

I have many interest in our Cities government, these interest include, identifying important community issues, the environment and establishing goals and policies for directing and managing future development.

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to the appointment.

Date(s) of the meeting(s) attended: 3/24/16

Pursuant to Resolution 2016-43 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.

[Redacted Signature]

Signature

2/1/17
Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round.



City of Moreno Valley

Boards and Commissions

Membership Application Form

CITY CLERK
MORENO VALLEY
RECEIVED

17 FEB -3 PM 2:55

For City Clerk's Use
Stamp Date and Time Received

Name: David Lara-Teller

Home Address: 13159 Pocono Ct.
Moreno Valley, CA 92555

How long have you resided in Moreno Valley? Since 1989



Employer Name: Elite Carpet Position: _____

Address: 24530 Redlands Blvd.
Loma Linda CA 92354

Board or Commission applying for*: 1st Choice Planning Commission
2nd Choice _____

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:

- Physically Challenged Person Person Experienced in Construction Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:

- Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

Why do you wish to serve on this Board and/or Commission?

I have been actively involved in local
politics most of my time here in mor. val.
Very supportive of increased business
development.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:

45 years of business experience

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

I know they make recommendations to
the City Council.

What do you hope to accomplish by your participation?

Promote responsible business development

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency (ies), contact person, and dates served:

Past President Moreno Valley Toastmasters
Speaker Against Utility Tax
Past Grand Knight St. Patrick Knights of Columbus

What other areas of interest do you have in our City government?

Transparency

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to the appointment.

Date(s) of the meeting(s) attended: Final Vote on W.L.C.

Pursuant to Resolution 2016-43 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.

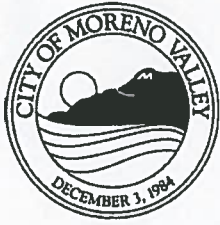
[Redacted Signature]

Signature

02/03/17

Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round.



City of Moreno Valley

Boards and Commissions

Membership Application Form

CITY CLERK
MORENO VALLEY
RECEIVED
17 FEB -3 PM 12: 04

For City Clerk's Use
Stamp Date and Time Received

Name: Erian Gonzalez
Home Address: 28834 McAbee Avenue
Moreno Valley, CA 92555

How long have you resided in Moreno Valley? 7 - years

CONFIDENTIAL INFORMATION

Home Phone No.: [REDACTED] Driver's License No.: [REDACTED]
Work Phone No.: [REDACTED] Cell Phone No.: [REDACTED]
E-mail Address: [REDACTED]

Employer Name: County of Riverside Position: Senior Development Specialist - Project Manager
Address: 5555 Arlington Avenue
Riverside, CA 92504

Board or Commission applying for*: 1st Choice Permanent - Planning Commissioner
2nd Choice Alternate Planning Commissioner

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:
 Physically Challenged Person Person Experienced in Construction Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:
 Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

Why do you wish to serve on this Board and/or Commission?

I am currently an Alternate Planning Commissioner and the term is set to expire. My next goal is to serve in a permanent capacity. My experience as an Alternate Planning Commissioner has given me an opportunity to decide on projects that impact existing and future residents. A Permanent position will allow me to continue my contribution for a longer term and allow me to listen and care for the needs of the general public, staff, elected officials and development community. I want to continue fulfilling my fiduciary obligation and serve the Moreno Valley community.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:

My education, training and skills is not only compatible but beneficial to the Planning Commission. For example, my professional experience at the County of Riverside has provided me the opportunity to understand the role economic development, redevelopment, and affordable housing development plays in local municipalities.
I am a licensed Real Estate Salesperson and I'm currently finishing my MBA at California Baptist University.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

The Planning Commission (PC) is appointed by the City Council and serves at the pleasure of the council for reviewing matters related to planning and development.
First, the PC is the planning and development advisory board to the City Council. Second, the PC assures the general plan is implemented by reviewing development applications. Third, the PC functions as the decision-making body for many development applications and proposals.

What do you hope to accomplish by your participation?

First, my hope is that I continue my contribution for the overall betterment of Moreno Valley by assisting in creating diverse employment and development opportunities for our residents.
Second, I want to assure that the vision of Moreno Valley is one that works to improve the quality of live for all residents of Moreno Valley.
Finally, promote equality and treat the general public, projects, and perspectives equitably.

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency (ies), contact person, and dates served:

Alternate Planning Commissioner - City of Moreno Valley - Richard Sandzimier, Planning Official - April 28, 2015 - Present

President of the Greater Riverside Hispanic Chamber of Commerce – Dina Esquivel - 2006-2007

What other areas of interest do you have in our City government?

My other areas of interest, aside from my primary interest in the Planning Commission is developing or becoming involved in a committee to establish identifiable neighborhoods within the City of Moreno Valley. I believe neighborhoods establish a sense of place and allow residents to take pride in their immediate surroundings.

In my opinion, establishing and demarcating neighborhoods promotes the uniqueness and distinctiveness offered by Moreno Valley and will foster greater community involvement and participation.

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to the appointment.

Date(s) of the meeting(s) attended: (2015) - 6/25, 10/8, 10/22, 12/10 (2016) - 3/24, 5/12, 5/26, 7/28, 8/25, 9/8, 11/10 & 12/15

Pursuant to Resolution 2016-43 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.

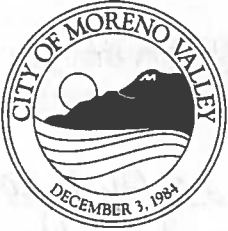
[Redacted Signature]

Signature

2-3-17

Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round.



City of Moreno Valley

Boards and Commissions

Membership Application Form

CITY CLERK
MORENO VALLEY
RECEIVED

17 JAN 27 PM 3: 52

For City Clerk's Use
Stamp Date and Time Received

Name: Glenn Fitzgerald Jacobs
 Home Address: 10070 Altavrisa Way
Moreno Valley, CA 92557
 How long have you resided in Moreno Valley? 21 plus years

CONFIDENTIAL INFORMATION

Home Phone No.: N/A Driver's License No.: [REDACTED]
 Work Phone No.: [REDACTED] Cell Phone No.: [REDACTED]
 E-mail Address: [REDACTED]

Employer Name: Moreno Valley Unified SD. Position: English Teacher
 Address: 25634 Alessandra Blvd
Moreno Valley, CA 92553
 Board or Commission applying for*: 1st Choice Planning Commission
 2nd Choice N/A

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:

- Physically Challenged Person
- Person Experienced in Construction
- Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:

- Public Member
- Customer of Moreno Valley Utility
- Business Customer of Moreno Valley Utility

Why do you wish to serve on this Board and/or Commission?

I want to know what is going on in the city I work in and live in. I believe it is an important to be involved and let your actions speak louder than words. I want to have input on proposals coming to our city and be part of the process.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:

Speech Communication Degree
Legislative Action Representative
Patiner

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

This commission considers matters pertaining to development and zoning within Moreno Valley. Although this body of governance does have decision-making authority I understand it is limited pursuant to Government Code at the state of CA.

What do you hope to accomplish by your participation?

I hope to become a better informed citizen. I hope to learn a lot about EIR's, process, proposals and decisions. I love the plan and the growth currently, and I want to be part of positive change.

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency(ies), contact person, and dates served:

| | |
|--|--|
| <u>Teacher/Administrator - '96 - Present</u> | <u>Manager City Co Ed S Athall 2014</u> |
| <u>MVEA 1996-2002 & 2014 - Present</u> | <u>Coached my children's teams through</u> |
| <u>Legislative Action Rep AMVMP = 2002-2014</u> | <u>MV various years.</u> |
| <u>MVEA Director of High School = 2016 - Present</u> | <u>Ran for City Council in 2014.</u> |

What other areas of interest do you have in our City government?

I wish to serve my community. I like the pro business approach. I am interested in being part of the team in helping realize the city's vision. I love responsible fiscal spending. I love transparency for all. I ran for City Council in 2014.

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to the appointment.

Date(s) of the meeting(s) attended: 1/26/17

Pursuant to Resolution 2016-43 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.

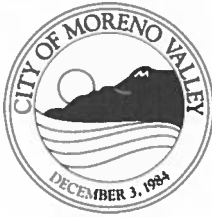


Signature

1/27/17

Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round.



City of Moreno Valley

Boards and Commissions

Membership Application Form

CITY CLERK
MORENO VALLEY
RECEIVED

17 FEB -3 PM 4:07

For City Clerk's Use
Stamp Date and Time Received

Name: Lori Nickel, RN

Home Address: 24848 Cape Cod St, Moreno Valley 92553
Currently my home resides in the Third and Fourth District

How long have you resided in Moreno Valley? Easter Weekend (April) 1984

CONFIDENTIAL INFORMATION

Home Phone No.: [REDACTED] Driver's License No.: [REDACTED]

Work Phone No.: N/A Cell Phone No.: [REDACTED]

E-mail Address: [REDACTED]

Employer Name: City of Moreno Valley Position: Planning Commissioner, Alternate

Address: Retired; fully licensed to practice Registered Nurse

Board or Commission applying for*: 1st Choice Planning Commission
 2nd Choice Planning Commission, Alternate

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:
 Physically Challenged Person Person Experienced in Construction Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:
 Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

Why do you wish to serve on this Board and/or Commission?
I wish to continue my work on the Commission. The Planning Commission is where I am able to bring all my lifeskills to fruition, everything I've been involved with. I love watching how things grow buildings, infrastructure and the like. I have memories of the humble beginnings of LAX, our freeways except the 5 (I'm not that old), I look at Metrolink with pride and say "I did that, how cool is that?"

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:
Licensed RN since 1978 specialty Critical Care Legal Aspects of Healthcare Law, Patient Advocacy Served 13 years RCTC CAC for 13 years, developing Measure A, Metrolink, FASTRAC, Ten year SB 821 grant reviewer. Chaired City's JBTAC developed master bikeway map, and 3 Tour de MoVelleys

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.
Serves as an adjunct to Council performing "grunt work" on General Plan Amendments, resolutions & ordinances for a speedy approval or denial by Council. Projects not requiring a zone change must be given greater scrutiny; the mindset being to limit city's liability for litigation. We are not activists

What do you hope to accomplish by your participation?
Like the Metrolink, I'll be able to point to the new Walmart as well as apartments and housing tracts and say "I did that as a Commissioner for the City of Moreno Valley." People, Pride and Progress and for now let's keep the dreams soaring.

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency (ies), contact person, and dates served:

League of CA Cities' Planning and Community Development Dept Committee monthly conference calls. I participated in the ad hoc review of the 2016 Planning Commissioner Academy as a reference for developing the Academy for 2017. I flew at my own expense for our August meeting. Caitlin Cole is the contact at the League. I'm attending the Academy 03/01-03/03 currently at my expense.

What other areas of interest do you have in our City government?
I like all areas of City Government, State and Federal.

Planning Commission covers it all.

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to the appointment.

Date(s) of the meeting(s) attended: I have perfect attendance and have never left early.

Pursuant to Resolution 2016-43 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.



(Signature)

February 3, 2017

Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round.



City of Moreno Valley Boards and Commissions

Membership Application Form

CITY CLERK
MORENO VALLEY
RECEIVED

17 FEB -3 PM 3:16

For City Clerk's Use
Stamp Date and Time Received

Name: Rafael Brugueras

Home Address: 13768 Peyton Dr.

Moreno Valley, CA 92555

How long have you resided in Moreno Valley? 24 yrs.

CONFIDENTIAL INFORMATION

Home Phone No. [REDACTED] Driver's License No.: [REDACTED]

Work Phone No.: N/A Cell Phone No.: [REDACTED]

E-mail Address [REDACTED]

Employer Name: N/A Position: Retired

Address: _____

Board or Commission applying for*: 1st Choice PLANNING Commission

2nd Choice _____

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:

- Physically Challenged Person Person Experienced in Construction Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:

- Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

Why do you wish to serve on this Board and/or Commission?

I believe that I CAN help being development to our City
Moreno Valley. By understanding what's come in to be development.
To sort it out between good or bad development.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:

I have skills in Helping homeowners in saving energy.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

I believe that a PLANNING Commission duties are to sort
out what's best for the City of Moreno Valley in all fairness.
To know when to say yes or no to development.

What do you hope to accomplish by your participation?

HAVING the opportunity to serve my City Moreno Valley.
To see development stay in Moreno Valley and have the City to
grow.

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency(ies), contact person, and dates served:

① Volunteer - I'm a city activist for Development and Jobs.
② Organization - I'm part of The Job Coalition.
Name - Mr. Robert Harris - phone # 951-259-9465

What other areas of interest do you have in our City government?

I to City Council meeting and I ALSO go PLANNING Commission meeting.

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to the appointment.

Date(s) of the meeting(s) attended: JAN. 26, 2017 and MANY more.

Pursuant to Resolution 2016-43 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.

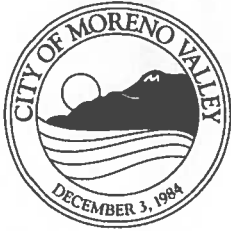
[Redacted Signature]

Signature

Feb 03, 2017

Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round.



City of Moreno Valley

Boards and Commissions

Membership Application

MORENO VALLEY
RECEIVED

17 JAN 24 PM 2: 08

For City Clerk's Use
Stamp Date and Time Received

Name: RAY L. BAKER

Home Address: 15314 BLACK SHADOW DRIVE
MORENO VALLEY, CA. 92551

How long have you resided in Moreno Valley? 32 YEARS

CONFIDENTIAL INFORMATION

Home Phone No.: [REDACTED] Driver's License No.: [REDACTED]
Work Phone No.: none Cell Phone No.: [REDACTED]
E-mail Address: [REDACTED]

Employer Name: retired Position: _____

Address: _____

Board or Commission applying for*: 1st Choice PLANNING COMMISSION
2nd Choice _____

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:
 Physically Challenged Person Person Experienced in Construction Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:
 Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

Why do you wish to serve on this Board and/or Commission?
AS A PLANNING COMMISSIONER FOR EIGHT YEARS, I HAVE HELPED IN
THE IMPLEMENTATION OF THE COMPREHESIVE CITY PLAN AND TO MAKE
RECOMMENDATIONS TO THE GOVERNING BODY.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:
HIGH SCHOOL GRADUATE WITH THREE YEARS OF COLLEGE, FACILITIES ENGINEER WITH
MULTIPLE TRIPS TO CITY PLANNING AND BUILDING DEPARTMENTS IN NORTHERN AND
SOUTHERN CALIFORNIA TO GAIN APPROVAL OF PLANS TO UPGRADE RESTAURANTS.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.
THE CITY PLANNING COMMISSION SUBMITS RECOMMENDATIONS TO THE
CITY COUNCIL TO ACT UPON.

What do you hope to accomplish by your participation?
PROVIDE A VOICE IN PLANNING CITY PROJECTS WITH NO AGENDA IN MIND
AND NO TIES TO SPECIAL INTEREST GROUPS.

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency (ies), contact person, and dates served:

TRAINING MANAGER FOR A NATIONAL HOTEL CHAIN FOR THREE YEARS, 28 YEARS AS A NATIONAL MAINTENANCE FACILITIES ENGINEER, SUNDAY SCHOOL TEACHER/SUPERINTENDENT. CHAIR OF FINANCE COMMITTEE FOR UNITED METHODIST CHURCH, CITY ADMINISTRATOR FOR HILLSBORO, KANSAS, INSTRUMENTAL IN BUILDING CIVIC CENTER, LIBRARY, FIRE AND POLICE DEPARTMENT. VOLUNTEER AS BOY SCOUT LEADER AND FUND RAISER.

What other areas of interest do you have in our City government?

A RESIDENT OF MORENO VALLEY SINCE 1984. I HAVE A VISION OF MORENO VALLEY BEING AN ALL AMERICAN CITY, THAT PROVIDES A GREAT PLACE TO LIVE AND RAISE A FAMILY. ALSO HELP IN PROVIDING A STATE OF THE ART PUBLIC LIBRARY.

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to the appointment.

Date(s) of the meeting(s) attended: ATTENDED ALL PLANNING COMMISSION MEETINGS FOR THE PAST EIGHT YEARS.

Pursuant to Resolution 2016-43 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information

[Redacted Signature]

Signature

JANUARY 24, 2017

Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round.



City of Moreno Valley

Boards and Commissions

Membership Application Form

CITY CLERK
MORENO VALLEY
RECEIVED
17 FEB -2 PM 12: 58

For City Clerk's Use
Stamp Date and Time Received

Name: Rebekah Vereen
Home Address: 12020 Diego Ct Moreno Valley CA 92557

How long have you resided in Moreno Valley? 2 years

CONFIDENTIAL INFORMATION

Home Phone No.: _____ Driver's License No.: _____
Work Phone No.: _____ Cell Phone No.: _____
E-mail Address: _____

Employer Name: Wells Fargo Position: Business Development Representative
Address: 520 Technology Dr Riverside CA 92507

Board or Commission applying for*: 1st Choice Planning Commission
2nd Choice Utilities Commission

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:
 Physically Challenged Person Person Experienced in Construction Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:
 Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

Why do you wish to serve on this Board and/or Commission?
I am looking to become more involved within the community of Moreno Valley.
I have great ideas and would like to activate them within the community.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:
Master of Public Administration from California Baptist University. Leadership and Team training within the private sector.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.
The Planning Commission assist with the planning and the development of the city. Government codes for the state of California are the limitations

What do you hope to accomplish by your participation?
I hope is to become an active voice on behalf of the citizens and help to make Moreno Valley a positive community.

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency (ies), contact person, and dates served:

Youth Development Program

Maleek Howard 951 229 8251

August 2015 to Present

What other areas of interest do you have in our City government?

Youth, Parks and Recreations, Community Events

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to the appointment.


Date(s) of the meeting(s) attended: February 9th 2017 7pm

Pursuant to Resolution 2016-43 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

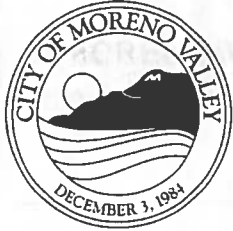
I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the foregoing information.


Signature

Feb 2 2017
Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round.



City of Moreno Valley

Boards and Commissions

CITY CLERK
MORENO VALLEY
RECEIVED

17 FEB -3 PM 4: 10

For City Clerk's Use
Stamp Date and Time Received

Membership Application Form

Name: Robert Harris
Home Address: 10440 Canyon Vista Rd
Moreno Valley, Ca 92557
How long have you resided in Moreno Valley? 34 years

CONFIDENTIAL INFORMATION

Home Phone No.: [REDACTED] Driver's License No.: [REDACTED]
Work Phone No.: [REDACTED] Cell Phone No.: [REDACTED]
E-mail Address: [REDACTED]

Employer Name: Retired Position: RN
Address: _____

Board or Commission applying for*: 1st Choice Planning Commission
2nd Choice _____

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:
 Physically Challenged Person Person Experienced in Construction Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:
 Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

Why do you wish to serve on this Board and/or Commission?
I am a progressive activist. I would like to bring balance to our City: Homes, Jobs, Recreation and Medical facilities to serve all of our Community including our aging population.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:
Residential Real Estate, Emergency RN, flight Nurse, General aviation Pilot, Director of Hospital Paramedic Program

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.
Planning related to the balanced and growing needs of the City.

What do you hope to accomplish by your participation?
Help make Moreno Valley a City that the residence can be proud of. This can be accomplished by listening to the residents Developers and Staff recommendations.

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency(ies), contact person, and dates served:

Member of Moreno Valley Jobs Coalition
Leo Gonzales 951-833-3447
Elected Member Riverside County Democratic Central Committee

What other areas of interest do you have in our City government?

City activist
only interested in planning Commission at this time

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to the appointment.

Date(s) of the meeting(s) attended: all WJC planning Commission hearings

Pursuant to Resolution 2016-43 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

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CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.

[Redacted Signature]

Signature

02/03/2017
Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round.