



**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**

**December 15, 2015**

**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.*

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

Jesse L. Molina, Mayor

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

**AGENDA**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**December 15, 2015**

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

**SPECIAL PRESENTATIONS**

1. Recognition of Vista Verde Middle School Students Project Based Learning (PBL) – World Logistics Center Project
  
2. Recognition of Waste Management America Recycle's Day - Calendar Art Contest Winners
  
3. Moreno Valley Police Department - Officer of the 3rd Quarter - Officer Jeff Reese

**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  
DECEMBER 15, 2015**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

President Paul Smith, The Church of Jesus Christ of Latter-day Saints

**ROLL CALL**

**INTRODUCTIONS**

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

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

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

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

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

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 Items withdrawn for report or discussion will be heard after public hearing items.

**A. CONSENT CALENDAR-CITY COUNCIL**

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

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

- A.2. MINUTES - CITY COUNCIL - REGULAR MEETING - NOV 24, 2015 6:00 PM

**Recommendation:** Approve as submitted.

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

**Recommendation:**

1. Receive and file the Reports on Reimbursable Activities for the period of November 4 - December 1, 2015.

- A.4. PAYMENT REGISTER - SEPTEMBER 2015 (CONTINUED FROM NOVEMBER 24, 2015) (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Payment Register.

- A.5. EMPLOYMENT RESOURCE CENTER MEMORANDUM OF UNDERSTANDING (Report of: Economic Development)

**Recommendations:**

1. Approve the Memorandum of Understanding (MOU) between the City of Moreno Valley and the County of Riverside Workforce Development Division.
2. Authorize staff to execute the MOU as to form and all necessary documents with the County.

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

**Recommendation:**

1. Ratify the list of personnel changes as described.

- A.7. TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA LIMITED PARTNERSHIP, d/b/a VERIZON WIRELESS, BY AIRTOUCH CELLULAR FOR CELL TOWER AT MORRISON PARK (Report of: Parks & Community Services)

**Recommendation:**

1. Authorize the Mayor to execute a Telecommunications License Agreement with Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, by Airtouch Cellular, on the property known as Morrison Park.

- A.8. APPROVAL OF THE FISCAL YEAR 2015/2016 STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA 152 (Report of: Public Works)

**Recommendations:**

1. Approve the County Service Area (CSA) 152 Budget for Fiscal Year (FY) 2015/2016 in the amount \$649,851.
2. Authorize the levy of County Service Area 152 Assessment at \$8.15 per Benefit Assessment Unit (BAU) for FY 2015/2016.
3. Authorize a budget adjustment to reflect the proposed County Service Area 152 assessments.

- A.9. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR THE CYCLE 2 CITYWIDE PAVEMENT RESURFACING, PROJECT NO. 801 0003 70 77 (Report of: Public Works)

**Recommendations:**

1. Award the construction contract to All American Asphalt, P.O. Box 2229, Corona, CA 92878, the lowest responsible bidder for the Cycle 2 Citywide Pavement Resurfacing Project.
2. Authorize the City Manager to execute a contract with All American Asphalt.
3. Authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$2,135,980.00 (\$1,941,800 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 All American Asphalt up to, but not exceeding, the 10% contingency amount of \$194,180.00, subject to the approval of the City Attorney.

5. Authorize the re-appropriation of \$391,464 of Measure A funds (Fund 2001) from the Citywide Annual Pavement Resurfacing project to the Reche Vista Drive Realignment from Perris Boulevard/Heacock Street Intersection to the North City Limits project.
  6. Authorize the re-appropriation of \$427,364 of Capital Projects Reimbursement funds (Fund 3008) from the Citywide Annual Pavement Resurfacing project to the Reche Vista Drive Realignment from Perris Boulevard/Heacock Street Intersection to the North City Limits project.
  7. Authorize the re-appropriation of \$1,418,828 of Total Road Improvement Program (TRIP) funds (Fund 3411) to the Citywide Annual Pavement Resurfacing project: \$500,000 from the Nason Street Widening from Cactus Avenue to Fir Avenue project and \$918,828 from the Reche Vista Drive Realignment from Perris Boulevard/Heacock Street Intersection to the North City Limits project.
- A.10. RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2014-15 (Report of: Financial & Management Services)

**Recommendations:**

1. Receive and file the Annual Report on Development Impact Fees in compliance with California Government Code 66006.
2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

- A.11. EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH STONECREEK COMPANY FOR FUTURE GROUND LEASE OF CITY-OWNED PROPERTY ON CACTUS AVENUE AND DAY STREET (Report of: Economic Development)

**Recommendations:**

1. Approve an 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 Exclusive Right to Negotiate agreement with StoneCreek Company.
3. Authorize the City Manager or designee to negotiate a Ground Lease during the Exclusive Right to Negotiate period for the development of City-owned property at Cactus Avenue and Day Street.

A.12. AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL TOW SERVICE PROGRAM (Report of: Community Development)

**Recommendations:**

1. Approve the proposals of the following tow operators/companies (in alphabetical order) to participate in the City's Rotational Tow Service (RTS) Program beginning January 1, 2016, and ending December 31, 2020:

Exclusive Recovery, Inc. dba Exclusive Towing  
14451 Commerce Center Way  
Owner: Gerald Kohutek

Doyle Tucker dba Moreno Valley Tow  
17007 Kitching Avenue  
Owner: Glenn Tucker

Pepe's Towing, Inc.  
14351 Veterans Way  
Owner: Manual Acosta

Valleywide Towing, LLC  
24850 Rivard Road  
Managers: Randall A. Wilson, Randall S. Wilson, Robert I. Coleman

INRI International dba Yucaipa Towing  
21921 Alessandro Boulevard  
President: Rini Montano, General Manager: George Acosta

2. Authorize the City Manager to execute the appropriate agreements upon approval by the City Attorney.

A.13. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND MORENO VALLEY UNIFIED SCHOOL DISTRICT FOR EMERGENCY OPERATIONS (Report of: Fire Department)

**Recommendation:**

1. Approve the Memorandum of Understanding (MOU) between the City of Moreno Valley (City) and the Moreno Valley Unified School District (MVUSD) in preparation of the anticipated El Niño season 2015-2016.

A.14. PA05-0034 (PARCEL MAP 33361) - REDUCE IRREVOCABLE LETTER OF CREDIT AS FAITHFUL PERFORMANCE SECURITY AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THOSE PORTIONS

OF OLIVER STREET ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM DEVELOPER - INLAND LAND GROUP, LLC (Report of: Public Works)

**Recommendations:**

1. Adopt Resolution No. 2015-80. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project PA05-0034 (Parcel Map 33361) and Acceptance of those Portions of Oliver Street Associated with this Project into the City's Maintained Street System.
  2. Authorize the City Engineer to execute a 90% reduction to the Irrevocable Letter of Credit as Faithful Performance security, exonerate the Irrevocable Letter of Credit as Material and Labor security in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Irrevocable Letter of Credit as Faithful Performance security in one year when all clearances are received.
- A.15. PA09-0022 (PARCEL MAP 36207) - ALDI DISTRIBUTION CENTER - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THOSE PORTIONS OF EUCALYPTUS AVENUE, REDLANDS BOULEVARD AND ALDI PLACE ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM, DEVELOPER - AI CALIFORNIA, LLC (Report of: Public Works)

**Recommendations:**

1. Adopt Resolution No. 2015-81. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project PA09-0022 (Parcel Map 36207) and Acceptance of those Portions of Eucalyptus Avenue, Redlands Boulevard and Aldi Place Associated with this Project into the City's Maintained Street System.
2. Authorize the City Engineer to execute a 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

**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 24, 2015 (See A.2)

**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 24, 2015 (See A.2)

**Recommendation:** Approve as submitted.

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

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

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

- D.2. MINUTES - REGULAR MEETING OF NOVEMBER 24, 2015 (See A.2)

**Recommendation:** Approve as submitted.

### **E. PUBLIC HEARINGS**

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

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

- E.1. A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF PA13-0002, TENTATIVE PARCEL MAP 36522, TO COMBINE 5 LOTS INTO ONE 9.5 ACRE PARCEL AND P12-051 A MASTER SITE PLAN AND AMENDED CONDITIONAL USE PERMIT FOR THE FUTURE PHASED BUILDOUT OF THE ST. CHRISTOPHER CHURCH FACILITY LOCATED ON THE SOUTHEAST CORNER OF PERRIS BOULEVARD AT COTTONWOOD AVENUE. THE APPELLANT IS ROY BLECKERT (CONTINUED FROM NOVEMBER 10, 2015 & DECEMBER 1, 2015) (Report of: Community Development)

**Recommendations: That the City Council:**

1. **APPROVE** Resolution 2015-82. A Resolution of the City Council of the City of Moreno Valley, California, Denying the Appeal and Sustaining the Decision of the Planning Commission to Adopt a Negative Declaration per the California Environmental Quality (CEQA) and Approve Tentative Parcel Map 36522 (PA13-0002) Combining Five Lots into one 9.51 Acre for Assessor's Parcel Numbers 479-200-037 & 038, 479-200-003, & 033 & 034.
  2. **APPROVE** Resolution 2015-83. A Resolution of the City Council of the City of Moreno Valley, California denying the appeal and sustaining the decision of the Planning Commission to adopt a Negative Declaration per the California Environmental Quality Act (CEQA) and Approve P12-051 Master Site Plan Amended Conditional Use Permit for Assessor's Parcel Numbers 479-200-037 & 038, 479-200-003, & 033 & 034.
- E.2. PA14-0038 GENERAL PLAN AMENDMENT TO ADD AN ENERGY EFFICIENCY SECTION TO CHAPTER 7 OF THE CONSERVATION ELEMENT (Report of: Community Development)

**Recommendations: That the City Council:**

1. CERTIFY that the proposed General Plan Amendment is exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines, per Section 15061 (b)(3).
2. **APPROVE** Resolution No. 2015-84. A Resolution of the City Council of the City of Moreno Valley, California, Approving PA14-0038 (Energy Efficiency General Plan Amendment), which is Intended to Assist with the City's Compliance with Assembly Bill 32 and Senate Bill 375, both State Initiatives Aimed at Reducing Greenhouse Gas Emissions in California.

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

**G. REPORTS**

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

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

Southern California Association of Governments (SCAG)

G.2. TRAFFIC SAFETY COMMISSION ANNUAL REPORT (ORAL PRESENTATION) (Report of: City Clerk)

G.3. OPTIONS FOR APPOINTMENT OF CITY TREASURER (Report of: City Manager)

**Recommendations: That the City Council:**

1. Discuss options for the appointment of the City Treasurer position.
2. Take whatever action it deems appropriate.

G.4. SIGNATURE AUTHORITY OF CITY MANAGER (Report of: City Manager)

**Recommendations: That the City Council:**

1. Review the signature authority previously delegated to the City Manager by the City Council.
2. Take whatever action the City Council deems appropriate.

G.5. AUTHORIZATION TO RELEASE RFP FOR FEASIBILITY STUDY ON POTENTIAL FUTURE ANNEXATION (Report of: City Attorney)

**Recommendations: That the City Council:**

1. That the City Council direct staff to dispatch the Request for Proposals to qualified annexation consultants for the preparation of a Feasibility Study regarding the proposed annexation of unincorporated territory generally situated between the City's northern boundaries and the San Bernardino County line and San Timoteo Canyon Road, the City's eastern boundary and State Route 60 and the City's western boundary and Riverside city limits.

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

(Informational Oral Presentation - not for Council action)

**G.7. CITY ATTORNEY'S REPORT**

(Informational Oral Presentation - not for Council action)

**H. LEGISLATIVE ACTIONS**

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

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

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

**H.4. RESOLUTIONS - NONE**

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

**PUBLIC INSPECTION**

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

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

**ADJOURNMENT of December 15 Regular Meeting to December 17, 2015, at 5:30 p.m. for Installation of Mayor and Mayor Pro Tem**

**CERTIFICATION**

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

City Hall, City of Moreno Valley  
14177 Frederick Street

Moreno Valley Library  
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center  
25075 Fir Avenue

Jane Halstead, CMC,  
City Clerk

Date Posted:

**MINUTES  
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY  
November 24, 2015**

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

**SPECIAL PRESENTATIONS**

Proclamation Recognizing National Adoption Awareness Month

**Minutes Acceptance: Minutes of Nov 24, 2015 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)**

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

**REGULAR MEETING – 6:00 PM  
November 24, 2015**

**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 6:00 p.m. by Mayor Molina in the Council Chamber located at 14177 Frederick Street

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

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Frank Wright.

**INVOCATION**

The invocation was given by Apostle Frank Uwakwe, Christ Dominion Ministries International

**ROLL CALL**

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

**INTRODUCTIONS**

Staff:	Michelle Dawson	City Manager
	Steve Quintanilla	Interim City Attorney
	Jane Halstead	City Clerk
	Marshall Eyerman	Financial Resources Division Manager
	Thomas M. DeSantis	Assistant City Manager
	Ahmad Ansari	Public Works Director/City Engineer

Minutes Acceptance: Minutes of Nov 24, 2015 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Zach Hall	Lieutenant
Abdul Ahmad	Fire Chief
Chris Paxton	Administrative Services Director
Betsy Adams	Parks & Community Services Director
Mike Lee	Economic Development Director
Allen Brock	Community Development Director

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

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

Public comments were given by the following individuals:

Evan Morgan

1. Helping the homeless
2. World Logistic Center lawsuits

Rafael Brugueras

1. Keep everything in prayer
2. Job Coalition

Chris Baca

1. Progress in City
2. Smart & Final and Aldi's job recruitments
3. Signage topic for Study Session

Bob Palomarez

1. Job needs
2. Work on Perris, looks nice

Susan Billinger

1. Organization lawsuits
2. Thanked Council Members Price and Jempson

Scott Heveran

1. Re-dedication of the Adrienne Mitchell Park
2. Work on the "M" would be started
3. Highway signs

Eduardo Gomez

1. Freedom to speak
2. Acknowledged the community
3. Thankfulness



Joann Stephan

1. Aldi turnout

Debra Craig

1. Chamber of Commerce

Jose Chavez

1. Project
2. Alessandro and Cactus

Leo Gonzalez

1. Pro Business in City

Louise Palomarez

1. Revenue in City
2. Jobs
3. Happy Thanksgiving
4. Homeless

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

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

Mayor Molina announced that Interim City Attorney, Steve Quintanilla gifted the City with the cost of lighting the “M” on Box Springs Mountain, which was item A.3.

Motion to approve the Consent Calendar with the exception of items A.3 which was removed from the agenda and A.8 continued to December 1, 2015.

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

#### A. CONSENT CALENDAR-CITY COUNCIL

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

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

- A.2. City Council - Regular Meeting - Nov 10, 2015 6:00 PM

**Recommendation:** Approve as submitted.

- A.3. BUDGET APPROPRIATION TO PROVIDE THE ROTARY CLUB OF MORENO VALLEY WITH \$1,200 FOR LIGHTING THE "M" ON BOX SPRINGS MOUNTAIN FROM DECEMBER 3, 2015 THROUGH JANUARY 3, 2016 (Report of: Parks & Community Services)

**Recommendation:**

1. Approve a General Fund budget appropriation of \$1,200 for the Rotary Club of Moreno Valley (Moreno Valley Noon Rotary Club) to light the "M" on Box Springs Mountain from December 3, 2015 through January 3, 2016.

Item was removed from the agenda.

- A.4. ADOPTION OF RESOLUTION NO. 2015-75 FOR THE SUMMARY VACATION OF A PORTION OF HIGHLAND AVENUE FOR APNS 473-220-004, 473-220-005, AND 473-220-074 (Report of: Public Works)

**Recommendations:**

1. Adopt Resolution No. 2015-75, a Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of a Portion of Highland Avenue for APNs 473-220-004, 473-220-005, and 473-220-074.
2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

- A.5. PA09-0012 (PARCEL MAP 36162) - DECKERS DISTRIBUTION CENTER - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THOSE PORTIONS OF THE SOUTH SIDE OF GROVE VIEW ROAD BETWEEN INDIAN STREET AND PERRIS BOULEVARD ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM DEVELOPER - MORENO KNOX, LLC (Report of: Public Works)

**Recommendations:**

1. Adopt Resolution No. 2015-76. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project PA09-0012 (Parcel Map 36162) and Acceptance of those Portions of the South Side of Grove View Road East of Perris Boulevard and those Portions of the West Side of Perris Boulevard South of Grove View Road Associated with this Project into the City's Maintained Street System.

2. Authorize the City Engineer to execute a 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.6. ACCEPTANCE OF FISCAL YEAR 2015/2016 SB 821 GRANT AND FUNDING APPROPRIATION FOR THE CITYWIDE PEDESTRIAN AND BICYCLE ENHANCEMENT PROJECT (Report of: Public Works)

**Recommendations:**

1. Accept grant award of \$315,000 total in FY 2015/2016 SB 821 funds for the design and construction of the Citywide pedestrian and bicycle enhancement project.
2. Authorize a revenue appropriation of \$315,000 and an expense appropriation of \$315,000 in the SCAG Article 3 Fund (Fund 2800) for the design and construction of the Citywide pedestrian and bicycle enhancement project.

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

**Recommendation:**

1. Ratify the list of personnel changes as described.

A.8. PAYMENT REGISTER - SEPTEMBER 2015 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Payment Register.

Item was continued to December 1, 2015.

A.9. APPROVE BID AWARD FOR DESIGN OF KITCHING SUBSTATION TO HDR, INC. IN THE AMOUNT OF \$699,866 AND APPROPRIATE FUNDS FOR THE SWITCHYARD AND IN-HOUSE DESIGN OF RELATED SUBSTATION FEEDER LINES (Report of: Financial & Management Services)

**Recommendations:**

1. Find that the activity of awarding a contract for project design and preparation of the environmental document falls under the general rule exemption, as provided for in Section 15061(b)(3) of the

California Environmental Quality Act (CEQA) Guidelines, as awarding the contract does not have the potential to result in a significant impact on the environment.

2. Award the Agreement for Project Related Services to HDR, Inc., 3230 El Camino Real, Suite 200, Irvine, CA 92602, the most qualified proposer, for the design of the Kitching Street Electrical Substation and Switchyard Project and authorize the issuance of a Purchase Order to HDR, Inc. in the amount of \$699,866.
  3. Authorize the City Manager to execute the Agreement for Project Related Services with HDR, Inc.
  4. Authorize the City Manager to execute an amendment to the agreement with HDR, Inc. for the design of the Switchyard with City Attorney approval, contingent upon Southern California Edison agreeing to allow the Moreno Valley Utility to design and construct the switchyard.
  5. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related minor change orders to the Agreement with HDR, Inc., subject to the approval of the City Attorney.
  6. Appropriate funds for the Kitching Substation Project totaling \$1,119,461; including design of the Kitching Substation in the amount of \$699,866, .design of the Kitching Street Switchyard in the amount of \$278,595 and for the in-house design of related substation feeder lines in the amount of \$141,000.
- A.10. LICENSE AGREEMENT BETWEEN THE CITY AND AMERICAN MEDICAL RESPONSE – INLAND EMPIRE FOR THE USE OF A PORTION OF COLLEGE PARK FIRE STATION 91 (Report of: Fire Department)

**Recommendations:**

1. Approve a License Agreement between the City and American Medical Response – Inland Empire for the continued use of a portion of College Park Fire Station 91.
2. Authorize the City Manager to execute the License Agreement with American Medical Response – Inland Empire.
3. Authorize the Fire Chief, or his designee, to annually review and adjust the License Fee pursuant to the terms and conditions of the License Agreement subject to the consent of the City Attorney and to notify American Medical Response – Inland Empire of the revised fee.

A.11. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2014/2015 AS OF 9/30/15 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Fiscal Year 2015/2016 Council Discretionary Expenditure Reports as of September 30, 2015.

**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 10, 2015 (See A.2)

**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 10, 2015 (See A.2)

**Recommendation:** Approve as submitted.

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

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

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

D.2. MINUTES - REGULAR MEETING OF NOVEMBER 10, 2015 (See A.2)

**Recommendation:** Approve as submitted.

**E. PUBLIC HEARINGS - NONE**

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

## G. REPORTS

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

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Mayor Pro Tem Dr. Gutierrez reported there was no report.

Riverside County Habitat Conservation Agency (RCHCA)

Council Member Price reported the next meeting will be on December 18, 2015. A retirement luncheon is going to be held for Carolyn Luna. Information would be provided to those interested in attending the retirement event.

Riverside County Transportation Commission (RCTC)

Mayor Molina reported that in 2013, Governor Brown signed legislation creating the Active Transportation Program (ATP) in the Department of Transportation. The ATP consolidated various transportation programs, including the Transportation Alternatives Program, Bicycle Transportation Account, and State Safe Routes to School, into a single program with a focus to make California a national leader in active transportation.

In 2015, Caltrans issued a call for projects under the second Cycle of ATP. Public Works submitted an application to build a 1.4-mile segment of the Juan Bautista De Anza Trail from Iris Avenue to El Portrero Park. The ATP allows applicants two rounds of funding opportunities - statewide and at the Metropolitan Planning Organization (MPO) levels. I am pleased to report that the RCTC Board approved the project as part of the \$11 million dollars available under the MPO funding share. The ATP will provide 100 percent funding for the \$1.4 million project, so there is no local matching fund requirement. The final approval of the MPO funded projects will occur at the January 20th meeting of the California Transportation Commission (CTC).

Riverside Transit Agency (RTA)

Mayor Molina reported at the November 19<sup>th</sup>, Board meeting, RTA staff provided an update on the Intelligent Transportation Systems project. The objective of the project is to bring new generation of technology to all fixed routes services. Some of the key components and their functionality include:

- Global Positioning Systems (GPS) to provide real-time locations of buses allowing dispatch staff to communicate with operators and keep them on schedule.
- Transit Signal Priority provides for modifying traffic signal operation to help maintain bus on-time performance.

- Real-Time Passenger Information Systems provide predicted arrival information that can be accessed via mobile devices, web browsers, and Short Message Service.
- Passenger Wi-Fi internet access onboard all fixed-route buses.

Installation of the system components has begun and everything is expected to be operating by fall 2016.

Western Riverside Council of Governments (WRCOG)

Council Member Giba reported that the next meeting would be held on Dec 7, 2015, also reported that Executive Director Lori Stone would be retiring on Dec. 18<sup>th</sup>.

Western Riverside County Regional Conservation Authority (RCA)

Council Member Jempson reported there was no report, that the next meeting would be December 7, 2015.

School District/City Joint Task Force

Mayor Pro Tem Dr. Gutierrez reported the next meeting will be in January.

Southern California Association of Governments (SCAG)

Council Member Giba reported there was no report.

## G.2. APPOINTMENTS TO THE ENVIRONMENTAL AND HISTORICAL BOARD AND THE SENIOR CITIZENS' BOARD (Report of: City Clerk)

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

### **Recommendations: That the City Council:**

1. Appoint one applicant to a term expiring June 30, 2017 and one applicant to a term expiring June 30, 2018 on the Environmental and Historical Preservation Board.
2. Appoint one applicant to the Senior Citizens' Board with a term expiring June 30, 2016.
3. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

Appointed Gerardo Mercado to a term expiring June 30, 2017 and Keith Mullins to a term expiring June 30, 2018 on the Environmental and Historical Preservation Board; and appoint Mary E. McBean to the Seniors Citizen's Board with a term expiring June 30, 2016.

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

### G.3. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)  
No Report

### G.4. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)  
No Report

## H. SPECIAL JOINT ADMINISTRATIVE CALENDAR

City Council and Community Services District Board

H.1. CITY COUNCIL CONSIDERATION OF VERIFIED PETITIONS REGARDING WORLD LOGISTICS CENTER LAND USE AND ZONING AND ENTITLEMENTS INITIATIVE AND WORLD LOGISTICS CENTER DEVELOPMENT AGREEMENT INITIATIVE; AND COMMUNITY SERVICES DISTRICT BOARD CONSIDERATION OF VERIFIED PETITIONS REGARDING WORLD LOGISTICS CENTER LAND BENEFIT INITIATIVE (TO BE PROVIDED UNDER SEPARATE COVER) (Report of: City Attorney)

Mayor Molina opened the agenda item for public comments, which were received from: Evan Morgan, Rafael Brugueras, Chris Baca, Alex Cherin, Bob Palomarez, Victoria Baca, Marshall C. Scott, Tom Jerele, Tom Hines, Joann Stephen, Scott Heveran, Debra Craig, Jeff Clayton, Antonio Reza, Louise Palomarez, Robert Harris, Briona P., Darline Bailey, Milly B., Santiago Hernandez, Sean Fortine, Mary Reza, Frank Wright, Tom Thornsley, Roy Bleckert, Danny Schwier, Leo Gonzalez, Alfredo Aguero, and David Lara Tellez.

#### **Recommendations: That the City Council:**

1. Immediately adopt the initiatives at this "regular" meeting or adopt them within 10 days afterwards at an "adjourned regular meeting"; **or**
2. Present the initiatives to the voters at a special election anytime between 88 and 103 days after the City Council makes the decision to send the initiatives to the voters or at the City's next regular general



municipal election scheduled for November 8, 2016; **or**

- 3 Direct staff to prepare an impact report that must be presented to the City Council at a subsequent regular meeting no later than 30 days after the City Clerk certified the sufficiency of the petitions, at which time the City Council will be required to either adopt the initiatives or present the initiatives to the voters at a special election or the City's next regular general municipal election as described above.

Motion made by Council Member Price to approve Recommendation No. 2, seconded by Council Member Jempson.

Council Member Price withdrew his motion.

Alternate motion made to approve H.1 Recommendation No. (1) The immediate adoption of the initiatives: World Logistic Center Land Use and Zoning Entitlements Initiative, World Logistic Center Development Agreement Initiative, and World Logistic Center Land Benefit Initiative as stated within this project at this regular meeting.

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

## I.LEGISLATIVE ACTIONS

### I.1.ORDINANCES - 1ST READING AND INTRODUCTION

- I.1.1. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY REVISING TITLE 11 (PEACE, MORALS AND SAFETY) OF THE MORENO VALLEY MUNICIPAL CODE BY REPEALING CHAPTER 11.06 IN ITS ENTIRETY, AND ADDING CHAPTERS 11.95 AND 11.96 IN RESPONSE TO NEW STATE LAWS (Report of: City Attorney)

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

#### **Recommendations: That the City Council:**

1. Introduce Ordinance No. 908. An Ordinance of the City Council of the City of Moreno Valley, California, Revising Title 11 (Peace, Morals and Safety) of the Moreno Valley Municipal Code By Repealing Chapter 11.06 in its Entirety, and Adding Chapters 11.95 and 11.96 in Response to New State Laws.
2. That the City Council request the Planning Commission make its report and recommendation to the City Council concerning

adoption of an ordinance revising the City's Zoning Ordinance by amending Sections 9.02.020, 9.02.130 and 9.15.030 of Title 9 (Planning and Zoning), which relate to the use of the term "massage parlor" and "massage establishment."

I.1.2. Approve Staff's Recommendation No. 1.

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

I.1.3. Approve Staff's Recommendation No. 2

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

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

**I.3. ORDINANCES - URGENCY ORDINANCES**

I.3.1. URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY REVISING TITLE 11 (PEACE, MORALS AND SAFETY) OF THE MORENO VALLEY MUNICIPAL CODE BY REPEALING CHAPTER 11.06 IN ITS ENTIRETY, AND ADDING CHAPTERS 11.95 AND 11.96 IN RESPONSE TO NEW STATE LAWS (Report of: City Attorney)

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

**Recommendations: That the City Council:**

1. Adopt Urgency Ordinance No. 909. An Urgency Ordinance of the City Council of the City of Moreno Valley, California, Revising Title 11 (Peace, Morals and Safety) of the Moreno Valley Municipal Code by Repealing Chapter 11.06 in its Entirety, and Adding Chapters 11.95 and 11.96 in Response to New State Laws.
2. That the City Council request the Planning Commission make its report and recommendation to the City Council concerning adoption of an ordinance revising the City's Zoning Ordinance by amending Sections 9.02.020, 9.02.130 and 9.15.030 of Title 9 (Planning and Zoning), which relate to the use of the term "massage parlor" and "massage establishment."

## I.3.2. Approved Staff's Recommendation No. 1.

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

## I.3.3. Approve Staff's Recommendation No. 2.

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

**I.4. RESOLUTIONS - NONE****CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY**Council Member Giba

Wished everyone a nice Thanksgiving. God Bless.

Mayor Pro Tem Dr. Gutierrez

Wished everyone a Happy Thanksgiving  
 Would like to look into Leo Gonzales concern and open up a CRM.  
 Whitney Thorn, Council intern would contact Mr. Baca on temp agencies.  
 Thanked Mr. Quintanilla for paying for the lighting of the "M."  
 Congratulated appointees for the Boards and Commissions.  
 Thanked Aldi's and Amazon. Supportive of the hire Moval program.

Council Member Jempson

The Salvation Army is recruiting for individuals to deliver and pass out meals. Please contact David King at the Salvation Army if you are interested.

Commented on Chris Baca proposing the topic of signage for a Study Session, and asked for a second, Mayor Pro Tem Dr. Gutierrez provided a second; elections are right around the corner.

Wished everyone a Happy Thanksgiving and God Bless you all.

Council Member Price

This past Wednesday, a crossing guard passed away, services to be this weekend. Sends prayers and condolences to his wife and family. Rest in peace my friend.

Wished everyone a Happy Thanksgiving, enjoy your family. Please have a good time with your family.

The Salvation Army will be serving at the Recreation Center and Catholic Charities is also serving a Thanksgiving meal. If you know of anybody direct them to any one of these.

### Mayor Molina

Tonight is another great night for the City of Moreno Valley and for the entire region.

With tonight's vote, the City Council approved three voter initiatives that affirm the Council's previous approval of the World Logistics Center. Nearly 49,000 signatures on these initiatives attest to the great promise that WLC holds for Moreno Valley's future.

Lawsuits have been filed which attempt to use the CEQA process to delay this project and the many benefits it will bring to the region. Voters who signed these initiatives made it clear: they will not stand for abuse of the CEQA process by those who want to block job creation. The tens of thousands of signatures on initiative petitions are yet another indicator to my City Council colleagues and me that the WLC project is the right project for the City of Moreno Valley and for the entire region.

Less than two weeks ago, Moreno Valley witnessed an event that highlighted just how hungry our residents are for jobs. The newspaper reported that 27,000 people came to a job fair at Aldi - to compete for 100 jobs. These job seekers created traffic jams on the 60 Freeway, brought local traffic to a standstill and, most importantly, demonstrated the overwhelming demand for local jobs.

As many of you know, I ran for office on a platform of job creation. It's for this reason - and many others that were outlined tonight and in past meetings - that tonight's Council action on the World Logistics Center is so important.

It's awesome to imagine what a 40 million square foot, state of the art business park, specifically designed to meet the needs of large global companies, will bring to the our job-starved region.

Today, our community suffers from one of the lowest job-housing ratio in the region. Almost 90 percent of our households are forced to commute long distances for their jobs - they leave early in the morning and return late at night. This commute is not only bad for traffic but also difficult for families. The World Logistics Center will help to solve this problem by creating jobs right here, in Moreno Valley. It takes land designated for housing and converts it into job-producing land use. These "next generation" jobs will attract even more of the world's leading companies to our city.

The economic benefits for the World Logistics Center are significant and must not be overlooked. This world-class business park will create one of the world's most advanced logistics clusters in Moreno Valley. It will create 13,000 construction jobs and 20,000

permanent jobs at a variety of skill levels, from entry level to management. The project will contribute approximately \$2.5 billion - that's billion with a "B" - to the city and the region. The developer, Highland Fairview, has committed to provide nearly \$7 million to promote education, library, training and workforce development. This investment will help to further prepare Moreno Valley residents for the jobs that the WLC will create.

Some will ask: why not allow the project to go to a public vote? Tonight's vote by the Council indicates that there is no reason to delay the Council's support for the three initiative petitions. Delaying this project, which has already been approved by the City Council, would only bring harm to our community. With an estimated \$150 million annual economic benefit, the WLC must be allowed proceed as quickly as possible. Delaying this project for two to three years would cost this community nearly \$500 million. That's a price we're just not willing to pay.

The World Logistics Center has been thoroughly vetted over a three-year period with full public hearings and unprecedented scrutiny. The project has a 10,000-page Council-certified Environmental Impact Report.

These facts, and a massive of show public support in a very short amount of time for the three initiatives, demonstrate why we need to move forward with this project now.

The World Logistics Center Project is a win-win-win for Moreno Valley residents, for the City and for the entire region.

Thanked staff, for a job well done. Mr. Q thank you for all the work you do.

### **ADJOURNMENT**

There being no further business to conduct the Regular Meeting was adjourned at 10:37 p.m.

Submitted by:

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

Approved by:

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Jesse L. Molina, Mayor

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



### Report to City Council

**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk

**AGENDA DATE:** December 15, 2015

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

### RECOMMENDED ACTION

#### Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of November 4 - December 1, 2015.

<i>Reports on Reimbursable Activities</i>			
November 4 – December 1, 2015			
Council Member	Date	Meeting	Cost
Jeffrey J. Giba	11/9/15	League of California Cities (LCC) Riverside County Division General Meeting	\$25.00
	11/18/15	Student of the Month	\$15.00
	12/1/15	Moreno Hispanic Chamber of Commerce Adelante	\$10.00
Dr. Yxstian A. Gutierrez	11/6/15	Moreno Valley College Veterans Inaugural Scholarship Breakfast	\$25.00
	11/6/15	Moreno Valley Chamber of Commerce Casino Night	\$65.00
	11/9/15	League of California Cities (LCC) Riverside County Division General Meeting	\$25.00
	11/19/15	Building Industry Association (BIA) Riverside County Chapter Casino Noir	\$75.00
	11/20/15 11/21/15	EXED Local Leaders Forum – USC Price School of Public Policy	\$875.44

D. LaDonna Jempson	11/6/15	Moreno Valley Chamber of Commerce Casino Night	\$65.00
	11/9/15	League of California Cities (LCC) Riverside County Division General Meeting	\$25.00
Jesse L. Molina	11/6/15	Moreno Valley College Veterans Inaugural Scholarship Breakfast	\$25.00
	11/6/15	Moreno Valley Chamber of Commerce Casino Night	\$65.00
	11/9/15	League of California Cities (LCC) Riverside County Division General Meeting	\$25.00
	11/18/15	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley	\$15.00
	11/19/15	State of Riverside County	\$50.00
George E. Price	11/6/15	Moreno Valley Chamber of Commerce Casino Night	\$65.00
	11/9/15	League of California Cities (LCC) Riverside County Division General Meeting	\$25.00
	11/18/15	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley	\$15.00
	11/19/15	State of Riverside County	\$50.00

**NOTIFICATION**

Publication of Agenda

**PREPARATION OF STAFF REPORT**

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

Department Head Approval:  
Jane Halstead  
City Clerk

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>
City Attorney Approval	<u>✓ Approved</u>
City Manager Approval	<u>✓ Approved</u>





## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** December 15, 2015

**TITLE:** PAYMENT REGISTER - SEPTEMBER 2015 (CONTINUED FROM NOVEMBER 24, 2015)

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### **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:  
Richard Teichert  
Chief Financial Officer

### **CITY COUNCIL GOALS**

None

### **ATTACHMENTS**

1. September 2015 Payment Register

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/03/15 8:15 AM
City Manager Approval	<u>✓ Approved</u>	11/11/15 1:20 PM

**HISTORY:**

11/24/15	City Council	CONTINUED
Next: 12/15/15		



City of Moreno Valley  
Payment Register  
For Period 9/1/2015 through 9/30/2015

**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.	15859	09/21/2015	9545	ANNUAL SUPPORT-AGENDA MANAGEMENT AND VIDEO WEBSTREAMING	\$28,763.99
		09/21/2015	9810	CONSULTANT TRAVEL EXPENSES	
Remit to: CHICAGO, IL					<u>FYTD:</u> \$40,199.02
AKM CONSULTING ENGINEERS, INC	226226	09/14/2015	8343	CONSULTING - SAN TIMOTEO	\$67,211.51
Remit to: IRVINE, CA					<u>FYTD:</u> \$67,211.51
COUNTY OF RIVERSIDE FIRE DEPT	15787	09/08/2015	232028	FIRE SVCS CONTRACT-4TH QTR (FPARC,MV,232028,14-15, Q4)	\$3,492,381.50
Remit to: PERRIS, CA					<u>FYTD:</u> \$3,492,381.50

Attachment: September 2015 Payment Register (2015-110 : PAYMENT REGISTER - SEPTEMBER 2015)



**City of Moreno Valley**  
**Payment Register**  
 For Period 9/1/2015 through 9/30/2015

**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>
DMS FACILITY SERVICES	15925	09/28/2015	RC-L105082	JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY-SEP15	\$29,632.63
		09/28/2015	RC-L104693	JANITORIAL SERVICES-GANG TASK FORCE OFFICE-JUL15	
		09/28/2015	RC-L105084	JANITORIAL SERVICES-TRANSP. TRAILER-SEP15	
		09/28/2015	RC-L105087	JANITORIAL SERVICES-23571 SUNNYMEAD PD SUBSTATION-SEP15	
		09/28/2015	RC-L105086	JANITORIAL SERVICES-23819 SUNNYMEAD PD SUBSTATION-SEP15	
		09/28/2015	RC-L105069	JANITORIAL SERVICES-CITY HALL-SEP15	
		09/28/2015	L38813	SPECIAL CLEANINGS FOR AUG 1-22 EVENT RENTALS-COTTONWOOD GOLF CTR	
		09/28/2015	RC-L105073	JANITORIAL SERVICES-EMP. RESOURCE CTR.-SEP15	
		09/28/2015	RC-L105083	JANITORIAL SERVICES-TOWNGATE COMM. CTR.-SEP15	
		09/28/2015	RC-L105075	JANITORIAL SERVICES-LIBRARY-SEP15	
		09/28/2015	RC-L105074	JANITORIAL SERVICES-GANG TASK FORCE OFFICE-SEP15	
		09/28/2015	RC-L105076	JANITORIAL SERVICES-MARCH FIELD PARK COMM. CTR.-SEP15	
		09/28/2015	RC-L105077	JANITORIAL SERVICES-PUBLIC SAFETY BLDG.-SEP15	
		09/28/2015	RC-L105078	JANITORIAL SERVICES-RAINBOW RIDGE PORTABLE-SEP15	
		09/28/2015	RC-L105080	JANITORIAL SERVICES-SENIOR CENTER-SEP15	
		09/28/2015	RC-L105079	JANITORIAL SERVICES-RED MAPLE PORTABLE-SEP15	
		09/28/2015	L38815	SPECIAL CLEANINGS FOR AUG 2-16 EVENT RENTALS AT CRC	
		09/28/2015	RC-L105085	JANITORIAL SERVICES-COTTONWOOD GOLF CTR.-SEP15	
		09/28/2015	RC-L102090	JANITORIAL SERVICES-RED MAPLE PORTABLE-OCT14	
		09/28/2015	L38840	SPECIAL CLEANINGS FOR AUG 15-23 EVENT RENTALS-TOWNGATE COMM. CTR	
		09/28/2015	RC-L105081	JANITORIAL SERVICES-SUNNYMEAD MIDDLE/THINK-SEP15	
		09/28/2015	RC-L101789	JANITORIAL SERVICES-RED MAPLE PORTABLE-SEP14	
		09/28/2015	RC-L102421	JANITORIAL SERVICES-RED MAPLE PORTABLE-NOV14	

Attachment: September 2015 Payment Register (2015-110 : PAYMENT REGISTER - SEPTEMBER 2015)



City of Moreno Valley  
Payment Register  
For Period 9/1/2015 through 9/30/2015

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>
DMS FACILITY SERVICES		09/28/2015	RC-L105071	JANITORIAL SERVICES-CRC-SEP15	
		09/28/2015	RC-L104506	JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY-JUN15	
		09/28/2015	RC-L105072	JANITORIAL SERVICES-EOC-SEP15	
		09/28/2015	RC-L104705	JANITORIAL SERVICES-23819 SUNNYMEAD PD SUBSTATION-JUL15	
		09/28/2015	RC-L104895	JANITORIAL SERVICES-23571 SUNNYMEAD PD SUBSTATION-AUG15	
		09/28/2015	RC-L104706	JANITORIAL SERVICES-23571 SUNNYMEAD PD SUBSTATION-JUL15	
		09/28/2015	L38814	SPECIAL CLEANINGS FOR AUG 1-8 EVENT RENTALS-TOWNGATE COMM. CTR.	
		09/28/2015	RC-L104882	JANITORIAL SERVICES-GANG TASK FORCE OFFICE-AUG15	
		09/28/2015	L38841	SPECIAL CLEANINGS FOR AUG 23-30 EVENT RENTALS AT CRC	
		09/28/2015	RC-L104894	JANITORIAL SERVICES-23819 SUNNYMEAD PD SUBSTATION-AUG15	
		09/28/2015	RC-L105067	JANITORIAL SERVICES-ANIMAL SHELTER-SEP15	
		09/28/2015	RC-L104505	JANITORIAL SERVICES-SUNNYMEAD MIDDLE/THINK-JUN15	
		09/28/2015	RC-L105068	JANITORIAL SERVICES-ANNEX #1-SEP15	
		09/28/2015	RC-L105070	JANITORIAL SERVICES-CITY YARD-SEP15	

Remit to: MONROVIA, CA

FYTD: \$89,688.73

Attachment: September 2015 Payment Register (2015-110 : PAYMENT REGISTER - SEPTEMBER 2015)



City of Moreno Valley  
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**CHECKS IN THE AMOUNT OF \$25,000 OR GREATER**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
EASTERN MUNICIPAL WATER DISTRICT	226229	09/14/2015	AUG-15 9/14/15	WATER CHARGES	\$70,154.69
	226271	09/21/2015	SEP-15 9/21/15	WATER CHARGES	\$35,624.81
		09/21/2015	AUG-15 9/21/15	WATER CHARGES	
	226345	09/28/2015	SEP-15 9/28/15	WATER CHARGES	\$44,414.90
09/28/2015		AUG-15 9/28/15	WATER CHARGES		
Remit to: PERRIS, CA					<u>FYTD:</u> \$613,164.34
EMPLOYMENT DEVELOPMENT DEPARTMENT	15774	09/04/2015	2016-00000091	CA TAX - STATE TAX WITHHOLDING*	\$35,727.72
	15851	09/18/2015	2016-00000113	CA TAX - STATE TAX WITHHOLDING	\$43,049.33
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$221,922.78

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	15791	09/08/2015	0402-MF-01711A	SOLAR METER INSTALLATION	\$348,567.06
		09/08/2015	0402-MF-01671A	METER SVCS - NASON WDNG	
		09/08/2015	0402-MF-01712A	SOLAR METER INSTALLATION	
		09/08/2015	0405-1-199	DISTRIBUTION CHARGES 6/29-7/27/15	

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	15829	09/14/2015	0402-MF-01726A	SOLAR METER INSTALLATION	\$28,790.88
		09/14/2015	0402-MF-01716A	SOLAR METER INSTALLATION	
		09/14/2015	0402-MF-01717A	SOLAR METER INSTALLATION	
		09/14/2015	40-316A-01	WORK AUTHORIZATION 40-316A	
		09/14/2015	40-316B-01	WORK AUTHORIZATION 40-316B	
		09/14/2015	40-320-01	WORK AUTHORIZATION 40-320	
		09/14/2015	40-315A-03	WORK AUTHORIZATION 40-315A	
		09/14/2015	40-309B-03	WORK AUTHORIZATION 40-309B	
		09/14/2015	0402-MF-01725A	SOLAR METER INSTALLATION	
		09/14/2015	0402-MF-01727A	SOLAR METER INSTALLATION	
		09/14/2015	40-308B-07	WORK AUTHORIZATION 40-308B	
		09/14/2015	40-308A-07	WORK AUTHORIZATION 40-308A	
		09/14/2015	0402-MF-01724A	SOLAR METER INSTALLATION	
		09/14/2015	0402-MF-01723A	SOLAR METER INSTALLATION	
		09/14/2015	0402-MF-01713A	SOLAR METER INSTALLATION	
		09/14/2015	0402-MF-01715A	SOLAR METER INSTALLATION	
		09/14/2015	40-315B-02	WORK AUTHORIZATION 40-315B	
		09/14/2015	40-311B-09	WORK AUTHORIZATION 40-311B	
		09/14/2015	40-311A-04	WORK AUTHORIZATION 40-311A	
		09/14/2015	0402-MF-01714A	SOLAR METER INSTALLATION	
		09/14/2015	0402-MF-01722A	SOLAR METER INSTALLATION	
		09/14/2015	0402-MF-01719A	SOLAR METER INSTALLATION	
		09/14/2015	0402-MF-01720A	SOLAR METER INSTALLATION	
		09/14/2015	0402-MF-01721A	SOLAR METER INSTALLATION	

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC		09/14/2015	0402-MF-01718A	SOLAR METER INSTALLATION	
Remit to: ANAHEIM, CA					<b>FYTD:</b> \$1,090,466.16
EXELON GENERATION COMPANY, LLC	15830	09/14/2015	MVEU-00019A	ENERGY PURCHASE	\$971,227.52
Remit to: BALTIMORE, MD					<b>FYTD:</b> \$2,703,955.36
GRIFFITH COMPANY	226231	09/14/2015	11	CONTRACTOR - PERRIS WIDENING 801 0024	\$424,387.25
	226277	09/21/2015	6-Cactus	CONSTRUCTION - PERRIS WDNG	\$286,128.52
	226348	09/28/2015	12	CONSTRUCTION - PERRIS WIDENING	\$418,212.58
Remit to: BREA, CA					<b>FYTD:</b> \$2,160,048.71
HILLCREST CONTRACTING, INC	15878	09/21/2015	PB 23394	CONTRACTOR - HEACOCK STREET IMPROVEMENTS, CONSTRUCTION	\$260,264.85
		09/21/2015	PB 23458	CONTRACTOR - HEACOCK ST. IMPROVEMENT, CONSTRUCTION	
Remit to: CORONA, CA					<b>FYTD:</b> \$1,183,639.67
INTERNAL REVENUE SERVICE CENTER	15776	09/04/2015	2016-00000093	FED TAX - FEDERAL TAX WITHHOLDING*	\$138,376.87
	15853	09/18/2015	2016-00000115	FED TAX - FEDERAL TAX WITHHOLDING*	\$172,453.06
Remit to: OGDEN, UT					<b>FYTD:</b> \$845,036.09
KEYSTONE BUILDERS, INC	15796	09/08/2015	7	CONSTRUCTION - CORP YARD	\$113,823.32
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$365,294.49

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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>
KOA CORPORATION	226352	09/28/2015	JB44056x1	CONSULTANT INVOICE - AQUEDUCT TRAIL 801 0055	\$102,027.39
Remit to: MONTEREY PARK, CA					FYTD: \$102,296.51
LANDCARE USA, LLC	15932	09/28/2015	7993661	IRRIGATION REPAIRS-SD LMD ZN 04-AUG 2015	\$46,163.04
		09/28/2015	7989528	LANDSCAPE MOWING-CFD #1-AUG 2015	
		09/28/2015	7993659	IRRIGATION REPAIRS-SD LMD ZN 08-AUG 2015	
		09/28/2015	7989526	LANDSCAPE MOWING-ZONE A PARKS-AUG 2015	
		09/28/2015	7989524	LANDSCAPE MAINT.-SD LMD ZN 04-AUG 2015	
		09/28/2015	7989522	LANDSCAPE MAINT.-ZONES E-7, SD LMD ZN 01, 01A & 08-AUG 2015	
		09/28/2015	7982234	IRRIGATION REPAIRS-SD LMD ZN 04-JUL 2015	
		09/28/2015	7989521	LANDSCAPE MAINT.-ZONE M-AUG 2015	
		09/28/2015	7983809	IRRIGATION REPAIRS-SD LMD ZN 01-JUL 2015	
09/28/2015	7989527	7989527	LANDSCAPE MAINT.-ZONE S-AUG 2015		
Remit to: RIVERSIDE, CA					FYTD: \$129,681.91
LIBRARY SYSTEMS & SERVICES, LLC	15837	09/14/2015	15236	LIBRARY CONTRACTUAL SERVICES & MATERIALS-SEPT15	\$122,000.91
		09/14/2015	15237	LIBRARY I.T. SERVICES-SEPT15	
Remit to: GERMANTOWN, MD					FYTD: \$366,002.73

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
LOS ANGELES COUNTY INTERNAL SERVICES DEPARTMENT	226234	09/14/2015	15SREN9902	ENERGY EFFICIENCY UPGRADES (3/1-3/31/15)	\$41,443.85
		09/14/2015	15SREN9901	ENERGY EFFICIENCY UPGRADES (2/1-2/28/15)	
		09/14/2015	15SREN9904	ENERGY EFFICIENCY UPGRADES (5/1-5/31/15)	
		09/14/2015	15SREN9903	ENERGY EFFICIENCY UPGRADES (4/1-4/30/15)	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$41,443.85
MARCH JOINT POWERS AUTHORITY	226222	09/08/2015	36114	CONSULTANT HEACOCK CHANNEL 804 0001	\$30,208.84
		09/08/2015	36115	CONSULTANT HEACOCK CHANNEL 804 0001	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$38,677.29

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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.	15934	09/28/2015	69865	LANDSCAPE MAINT.-TOWNGATE COMM. CTR.-AUG15	\$43,649.01
		09/28/2015	69877	LANDSCAPE MAINT.-CITY YARD-AUG15	
		09/28/2015	69876	LANDSCAPE MAINT.-ASES ADMIN. BLDG.-AUG15	
		09/28/2015	69874	LANDSCAPE MAINT.-SCE & OLD LAKE DRIVE-AUG15	
		09/28/2015	69872	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-AUG15	
		09/28/2015	69868	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY- DELPHINIUM/PERHAM TO JFK-AUG15	
		09/28/2015	69871	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-AUG15	
		09/28/2015	69870	LANDSCAPE MAINT.-NORTH AQUEDUCT-AUG15	
		09/28/2015	69869	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY- AUG15	
		09/28/2015	69848	LANDSCAPE MAINT.-SD LMD ZN 02-AUG 2015	
		09/28/2015	69849	LANDSCAPE EXTRA WORK-AUG15-SD LMD ZN 02/IRRIGATION REPAIR	
		09/28/2015	69875	LANDSCAPE MAINT.-ANIMAL SHELTER-AUG15	
		09/28/2015	69866	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-AUG15	
		09/28/2015	69878	LANDSCAPE MAINT.-CRC-AUG15	
		09/28/2015	69956	LANDSCAPE EXTRA WORK-AUG15-ZONE D/IRRIGATION REPAIR	
		09/28/2015	69879	LANDSCAPE MAINT.-ELECTRIC SUBSTATION-AUG15	
		09/28/2015	69880	LANDSCAPE MAINT.-LIBRARY-AUG15	
		09/28/2015	69955	LANDSCAPE EXTRA WORK-AUG15-ZONE D/IRRIGATION REPAIR	
		09/28/2015	69885	LANDSCAPE MAINT.-VETERAN'S MEMORIAL-AUG15	
		09/28/2015	69881	LANDSCAPE MAINT.-PUBLIC SAFETY BLDG.-AUG15	
		09/28/2015	69882	LANDSCAPE MAINT.-SENIOR CENTER-AUG15	
		09/28/2015	69883	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-AUG15	



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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.		09/28/2015	69884	LANDSCAPE MAINT.-CITY HALL-AUG15	
		09/28/2015	69886	LANDSCAPE MAINT.-ANNEX 1-AUG15	
		09/28/2015	69952	LANDSCAPE EXTRA WORK-AUG15-ZONE D/IRRIGATION REPAIR	
		09/28/2015	69847	LANDSCAPE MAINT.-ZONE D-AUG 2015	
		09/28/2015	69954	LANDSCAPE EXTRA WORK-AUG15-ZONE D/IRRIGATION REPAIR	
		09/28/2015	69873	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-AUG15	
		09/28/2015	69957	LANDSCAPE EXTRA WORK-AUG15-ZONE D/IRRIGATION REPAIR	
		09/28/2015	69958	LANDSCAPE EXTRA WORK-AUG15-SD LMD ZN 02/IRRIGATION REPAIR	
		09/28/2015	69953	LANDSCAPE EXTRA WORK-AUG15-ZONE D/IRRIGATION REPAIR	
		09/28/2015	69867	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-AUG15	
		09/28/2015	69887	LANDSCAPE MAINT.-FIRE STATIONS-AUG15	
Remit to: IRWINDALE, CA					<u>FYTD:</u> \$166,510.46
MORENO VALLEY UTILITY	226179	09/08/2015	SEPT-15 9/8/15	ELECTRICITY	\$107,321.67
Remit to: HEMET, CA					<u>FYTD:</u> \$307,683.02
NATIONWIDE COST RECOVERY SERVICES, LLC	226287	09/21/2015	MV M01-A	CONSULTANT SERVICES-FORECLOSURE REGISTRATION PROGRAM	\$36,160.00
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$36,160.00

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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>
NATIONWIDE RETIREMENT SOLUTIONS CP	15779	09/04/2015	2016-00000097	8020 - DEF COMP PST - NATIONWIDE*	\$26,576.51
	15913	09/18/2015	2016-00000119a	8010 - DEF COMP 457 - NATIONWIDE	\$26,576.51
Remit to: COLUMBUS, OH					<b>FYTD:</b> \$171,216.41
NOBLE AMERICAS ENERGY SOLUTIONS	15939	09/28/2015	152640004844629	ELECTRICITY-CREDIT FOR PRIOR PERIOD ADJ.-ISO TRUE-UP CHARGES	\$78,312.94
		09/28/2015	152240004722564	ELECTRICITY-CREDIT FOR PRIOR PERIOD ADJ.-ISO TRUE-UP CHARGES	
		09/28/2015	152570004828578	ELECTRICITY POWER PURCHASE FOR MV UTILITY	
Remit to: PASADENA, CA					<b>FYTD:</b> \$314,488.11
ONESOURCE DISTRIBUTORS, INC.	15940	09/28/2015	S4756979.001	EMERGENCY STOCK EQUIPMENT FOR MV UTILITY	\$45,834.80
		09/28/2015	S4756979.003	EMERGENCY STOCK EQUIPMENT FOR MV UTILITY	
Remit to: OCEANSIDE, CA					<b>FYTD:</b> \$45,834.80
PERS HEALTH INSURANCE	15850	09/09/2015	W150901	EMPLOYEE HEALTH INSURANCE	\$185,877.02
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$546,234.35
PERS RETIREMENT	15822	09/11/2015	P150828	PERS RETIREMENT DEPOSIT - CLASSIC	\$238,790.00
	15916	09/25/2015	P150911	PERS RETIREMENT DEPOSIT - CLASSIC	\$240,028.27
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$1,825,062.17

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SOCO GROUP, INC	15841	09/14/2015	0199584-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$28,650.54
		09/14/2015	0198210-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2015	0200764-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2015	0206719-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2015	0205769-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2015	0204638-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2015	0203213-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2015	0202029-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
	09/14/2015	0197076-IN	FUEL FOR CITY VEHICLES & EQUIPMENT		
Remit to: PERRIS, CA					FYTD: \$79,017.36

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SOUTHERN CALIFORNIA EDISON 1	226239	09/14/2015	AUG-15 9/14/15	ELECTRICITY	\$115,723.91
		09/14/2015	721-3449/AUG-15	IFA CHARGES-SUBSTATION	
		09/14/2015	587-9520/AUG-15	ELECTRICITY-FERC CHARGES	
		09/14/2015	707-6081/AUG-15	ELECTRICITY	
	226240	09/14/2015	7500589765	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION	\$64,028.62
		09/14/2015	7500589762	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION	
		09/14/2015	7500589761	WDAT CHARGES-MVU/FREDERICK AVE. LOCATION	
		09/14/2015	7500589759	WDAT CHARGES-MVU/GLOBE ST. LOCATION	
		09/14/2015	7500589757	WDAT CHARGES-MVU/IRIS AVE. LOCATION	
		09/14/2015	7500590645	RELIABILITY SERVICE-DLAP_SCE_SEES-HV	
		09/14/2015	7500589758	WDAT CHARGES-MVU/GRAHAM ST. LOCATION	
		09/14/2015	7500589760	WDAT CHARGES-MVU/NANDINA AVE. LOCATION	
	226297	09/21/2015	JUL-15 8/24/15	ELECTRICITY	\$88,064.67
	226298	09/21/2015	AUG-15 9/21/15	ELECTRICITY CHARGES	\$61,741.84
	226360	09/28/2015	SEP-15 9/28/15	ELECTRICITY CHARGES	\$27,293.51
		09/28/2015	AUG-15 9/28/15	ELECTRICITY CHARGES	
	226361	09/28/2015	7500593079	WDAT CHARGES-MVU/FREDERICK AVE-AUG15	\$52,280.02
		09/28/2015	7500593078	WDAT CHARGES-MVU/NANDINA AVE-AUG15	
		09/28/2015	7500593076	WDAT CHARGES-MVU/GRAHAM ST-AUG15	
		09/28/2015	7500593083	WDAT CHARGES-MVU/24417 NANDINA AVE SUBSTATION-AUG15	
09/28/2015		7500593080	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-AUG15		

Remit to: ROSEMEAD, CA

FYTD: \$890,750.96

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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>
STANDARD INSURANCE CO	15844	09/14/2015	150801a	LIFE & DISABILITY INSURANCE	\$54,173.24
		09/14/2015	150901a	LIFE & DISABILITY INSURANCE	
Remit to: PORTLAND, OR					<b>FYTD:</b> \$83,482.49
TENASKA ENERGY, INC	15812	09/08/2015	1342-AUG-15-01	RESOURCE ADEQUACY-MV UTILITY-AUG15	\$93,300.00
Remit to: OMAHA, NE					<b>FYTD:</b> \$217,420.00
THINK TOGETHER, INC	15904	09/21/2015	111-15/16-2	ASES PROGRAM MANAGEMENT SERVICES	\$492,539.36
Remit to: SANTA ANA, CA					<b>FYTD:</b> \$985,078.72
TOWILL, INC	15846	09/14/2015	06-946	CONSULTANT - 801 0063 CTYWDE SRYS PEDESTRIAN FACILITY IMP.	\$33,770.82
		09/14/2015	07-309	CONSULTANT - 801 0063 CITYWIDE SRYS PED. IMP.	
Remit to: CONCORD, CA					<b>FYTD:</b> \$33,770.82
U.S. BANK/CALCARDS	15816	09/08/2015	08-27-15	AUG. 2015 CALCARD ACTIVITY	\$179,859.35
Remit to: ST. LOUIS, MO					<b>FYTD:</b> \$808,094.29
WASTE MANAGEMENT OF THE INLAND EMPIRE	226385	09/28/2015	RE: RCPT 409322	REFUND OVERPAYMENT OF INVOICE 2015-0046	\$29,927.15
Remit to: CORONA, CA					<b>FYTD:</b> \$29,927.15
WRCOG WESTERN RIVERSIDE CO. OF GOVTS.	226242	09/14/2015	AUG-15 TUMF	TUMF FEES COLLECTED FOR 8/1-8/31/15	\$53,238.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$425,064.51

Attachment: September 2015 Payment Register (2015-110 : PAYMENT REGISTER - SEPTEMBER 2015)



City of Moreno Valley  
**Payment Register**  
For Period 9/1/2015 through 9/30/2015

**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>
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<b>TOTAL AMOUNTS OF \$25,000 OR GREATER</b>					<b>\$9,754,754.78</b>
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City of Moreno Valley  
Payment Register  
For Period 9/1/2015 through 9/30/2015

**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	15858	09/21/2015	ACI11916	LANDSCAPE MAINT-CFD#1-AUG15	\$2,065.00
Remit to: CORONA, CA					<u>FYTD:</u> \$6,195.00
ADLERHORST INTERNATIONAL INC.	15860	09/21/2015	53425	MONTHLY TRAINING FOR THREE K-9-SEPT15	\$691.02
		09/21/2015	53417	DOG FOOD FOR K-9 IVAN	
		09/21/2015	30736	DOG FOOD FOR K-9 IVAN	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,234.52
ADMINSURE	226161	09/08/2015	8806	WORKER'S COMP CLAIMS ADMINISTRATION-SEPT15	\$4,350.00
		09/08/2015	8749	WORKER'S COMP CLAIMS ADMINISTRATION-AUG15	
	226339	09/28/2015	8866	WORKERS' COMP CLAIMS ADMINISTRATION-OCT15	\$2,175.00
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$8,700.00
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	15919	09/28/2015	40087	EOC WATER FILTRATION SYSTEM	\$459.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,955.41
ADVANCED ELECTRIC	226264	09/21/2015	11301	ELECTRICAL SERVICE-CITY YARD VEH LIFT	\$242.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$60,122.08
ALCARAZ, STEVEN	226248	09/14/2015	R15-089837	AS REFUND-LICENSE REFUND(FOR CAT)	\$15.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$15.00
ALEGRIA, MARIA	226249	09/14/2015	R15-089672	AS REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00

Attachment: September 2015 Payment Register (2015-110 : PAYMENT REGISTER - SEPTEMBER 2015)



City of Moreno Valley  
Payment Register  
For Period 9/1/2015 through 9/30/2015

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
AMERICAN TOWERS	15861	09/21/2015	2001870	RADIO EQUIPMENT TOWER LEASE-SEPT15	\$3,291.75
Remit to: CHARLOTTE, NC					<b>FYTD:</b> \$9,875.25
ANIMAL EMERGENCY CLINIC, INC.	15826	09/14/2015	146AO	AFTER HOURS EMERGENCY VET SVCS	\$370.00
		09/14/2015	146AL	AFTER HOURS EMERGENCY VET SVCS	
		09/14/2015	146AN	AFTER HOURS EMERGENCY VET SVCS	
		09/14/2015	146AK	AFTER HOURS EMERGENCY VET SVCS	
		09/14/2015	146AM	AFTER HOURS EMERGENCY VET SVCS	
Remit to: GRAND TERRACE, CA					<b>FYTD:</b> \$460.00
APPLE ONE EMPLOYMENT SERVICES	15781	09/08/2015	01-3751042	ADMIN ASSISTANT TEMPORARY SVCS 8/10-8/14/15	\$813.60
	15862	09/21/2015	01-3759958	ADMIN ASSISTANT TEMPORARY SVCS 8/17-8/20/15	\$539.01
Remit to: GLENDALE, CA					<b>FYTD:</b> \$1,352.61
AT&T MOBILITY	226340	09/28/2015	872455379X090615	CELLULAR PHONE SVC-PD MCC	\$97.02
Remit to: CAROL STREAM, IL					<b>FYTD:</b> \$386.40
ATILANO, ROSARIO	226373	09/28/2015	R15-089999	AS REFUND-ADOPT,VACS, CHIP	\$50.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$50.00
BANK OF AMERICA	226162	09/08/2015	OVERPAYMENT	OVERPAYEMNT ON ACCT 00398	\$20.40
Remit to: CHARLOTTE, NC					<b>FYTD:</b> \$47.40

Attachment: September 2015 Payment Register (2015-110 : PAYMENT REGISTER - SEPTEMBER 2015)



City of Moreno Valley  
Payment Register  
For Period 9/1/2015 through 9/30/2015

**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>
BELMAR MAINTENANCE SERVICES, INC	226322	09/21/2015	BL#13906-YR2015	REFUND OF OVERPAYMENT FOR BL#13906	\$151.25
Remit to: GRAND TERRACE, CA					<u>FYTD:</u> \$151.25
BMW MOTORCYCLES OF RIVERSIDE	15864	09/21/2015	6011480	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$1,286.55
		09/21/2015	6011474	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$91,934.56

Attachment: September 2015 Payment Register (2015-110 : PAYMENT REGISTER - SEPTEMBER 2015)



City of Moreno Valley  
Payment Register  
For Period 9/1/2015 through 9/30/2015

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
BOX SPRINGS MUTUAL WATER COMPANY	226163	09/08/2015	721-1 8/27/15	WATER USAGE-ZONE 01 TOWNGATE	\$144.18
	226227	09/14/2015	189-13 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	\$272.00
		09/14/2015	1085-1 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		09/14/2015	80-4 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		09/14/2015	195-5 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		09/14/2015	1088-1 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		09/14/2015	1087-1 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		09/14/2015	1086-1 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		09/14/2015	1084-1 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		09/14/2015	204-9 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
	09/14/2015	45-4 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY		
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,201.60
BRAUN BLAISING MCLAUGHLIN	226164	09/08/2015	15683	LEGAL SERVICES-MVU-JUL15	\$1,158.83
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$3,419.24
BRAVO, SARAH	226250	09/14/2015	R15-089786	AS REFUND-ADOPT,RAB DEP,VACS,CHIP	\$87.00
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$87.00

Attachment: September 2015 Payment Register (2015-110 : PAYMENT REGISTER - SEPTEMBER 2015)



City of Moreno Valley  
Payment Register  
For Period 9/1/2015 through 9/30/2015

**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>
BRISENO, DAVID	226374	09/28/2015	R15-089989	AS REFUND-ADOPT,VACS,LIC,CHIP	\$65.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$65.00
BUREAU VERITAS NORTH AMERICA, INC	15782	09/08/2015	1289237	CONSULTANT PLAN CHECK SVCS-PA13-0011 (PM 36465)	\$2,238.08
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$2,238.08
CALGO VEBA CITY OF MORENO VALLEY	15783	09/08/2015	2016-00000079	4020 - EXEC VEBA*	\$12,670.00
	15865	09/21/2015	2016-00000099	4020 - EXEC VEBA*	\$2,014.36
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$44,177.97
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES	226265	09/21/2015	334816836-15/16	COMMUNITY CARE LICENSING FEES-CREEKSIDE SCHOOL FAC.	\$242.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$715.00
CANON SOLUTIONS AMERICA, INC.	15866	09/21/2015	1103031201401153	COPIER SERVICES-ERC-APR THRU JUN 2015	\$2,400.29
Remit to: BURLINGTON, NJ					<u>FYTD:</u> \$2,400.29
CASS, KANISHIA	226323	09/21/2015	1282665	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
CHANCY, CHIZURU	226266	09/21/2015	AUG-2015	INSTRUCTOR SERVICES-HAWAIIAN DANCE COMPETITION	\$177.00
		09/21/2015	JUL-2015	INSTRUCTOR SERVICES-HAWAIIAN/TAHITIAN DANCE CLASS & COMPETITION	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$177.00

Attachment: September 2015 Payment Register (2015-110 : PAYMENT REGISTER - SEPTEMBER 2015)



City of Moreno Valley  
Payment Register  
For Period 9/1/2015 through 9/30/2015

**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>
CHANDLER ASSET MANAGEMENT, INC	15867	09/21/2015	18213	INVESTMENT MANAGEMENT SVCS-AUG15	\$4,119.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$12,341.00
CHAVEZ, MARIA	226195	09/08/2015	1274913	REFUND FOR RENTAL DEPOSIT CONTRACT #28642	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
CHJ INCORPORATED	15784	09/08/2015	87452	CONSULTANT - NASON IMP	\$9,217.50
Remit to: COLTON, CA					<u>FYTD:</u> \$11,358.25

Attachment: September 2015 Payment Register (2015-110 : PAYMENT REGISTER - SEPTEMBER 2015)





City of Moreno Valley  
Payment Register  
For Period 9/1/2015 through 9/30/2015

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>
CINTAS CORPORATION	15785	09/08/2015	150523580	UNIFORM RENTAL SVC.-STORM DRAIN MAINT. STAFF	\$914.81
		09/08/2015	150516125	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		09/08/2015	150516127	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	
		09/08/2015	150512402	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
		09/08/2015	150512403	UNIFORM RENTAL SVC.-EQUIPMENT MAINT. STAFF	
		09/08/2015	150523576	UNIFORM RENTAL SVC.-EQUIPMENT MAINT. STAFF	
		09/08/2015	150512406	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	
		09/08/2015	150512407	UNIFORM RENTAL SVC.-STORM DRAIN MAINT. STAFF	
		09/08/2015	150512408	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	
		09/08/2015	150512409	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		09/08/2015	150523579	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	
		09/08/2015	150516128	UNIFORM RENTAL SVC.-STORM DRAIN MAINT. STAFF	
		09/08/2015	150523577	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		09/08/2015	150516123	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
		09/08/2015	150516129	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	
		09/08/2015	150523581	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	
		09/08/2015	150523575	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
		09/08/2015	150519875	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	
		09/08/2015	150519874	UNIFORM RENTAL SVC.-STORM DRAIN MAINT. STAFF	
		09/08/2015	150516130	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		09/08/2015	150519869	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
		09/08/2015	150519870	UNIFORM RENTAL SVC.-EQUIPMENT MAINT. STAFF	
		09/08/2015	150519871	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		09/08/2015	150519873	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	

Attachment: September 2015 Payment Register (2015-110 : PAYMENT REGISTER - SEPTEMBER 2015)



City of Moreno Valley  
**Payment Register**  
For Period 9/1/2015 through 9/30/2015

**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>
CINTAS CORPORATION		09/08/2015	150519876	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		09/08/2015	150516124	UNIFORM RENTAL SVC.-EQUIPMENT MAINT. STAFF	
		09/08/2015	150512404	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	



**City of Moreno Valley**  
**Payment Register**  
 For Period 9/1/2015 through 9/30/2015

**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>
CINTAS CORPORATION	15920	09/28/2015	150523571	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF	\$1,217.58
		09/28/2015	150531097	UNIFORM RENTAL SVC.-SIGNS & STRIPING STAFF	
		09/28/2015	150542299	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		09/28/2015	150531104	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	
		09/28/2015	150527344	UNIFORM RENTAL SVC.-EQUIPMENT MAINT. STAFF	
		09/28/2015	150531100	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		09/28/2015	150531103	UNIFORM RENTAL SVC.-STORM DRAIN MAINT. STAFF	
		09/28/2015	150531102	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	
		09/28/2015	150527346	UNIFORM RENTAL SVC.-CFD #1 STAFF	
		09/28/2015	150531101	UNIFORM RENTAL SVC.-CFD #1 STAFF	
		09/28/2015	150523578	UNIFORM RENTAL SVC.-CFD #1 STAFF	
		09/28/2015	150527353	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	
		09/28/2015	150523582	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		09/28/2015	150527343	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
		09/28/2015	150380137	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	
		09/28/2015	150531108	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	
		09/28/2015	150534833	UNIFORM RENTAL SVC.-CFD #1 STAFF	
		09/28/2015	150527345	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		09/28/2015	150523585	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	
		09/28/2015	150531098	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
		09/28/2015	150531099	UNIFORM RENTAL SVC.-EQUIPMENT MAINT. STAFF	
		09/28/2015	150534839	UNIFORM RENTAL SVC.-FACILITIES STAFF	
		09/28/2015	150531105	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		09/28/2015	150527339	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF	



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>
CINTAS CORPORATION		09/28/2015	150538558	UNIFORM RENTAL SVC.-CFD #1 STAFF	
		09/28/2015	150534829	UNIFORM RENTAL SVC.-SIGNS & STRIPING STAFF	
		09/28/2015	150538564	UNIFORM RENTAL SVC.-FACILITIES STAFF	
		09/28/2015	150538565	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	
		09/28/2015	150534828	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		09/28/2015	150531096	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		09/28/2015	150534840	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	
		09/28/2015	150527350	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		09/28/2015	150542310	UNIFORM RENTAL SVC.-FACILITIES STAFF	
		09/28/2015	150534826	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF	
		09/28/2015	150542311	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	
		09/28/2015	150538553	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		09/28/2015	150531094	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF	
		09/28/2015	150538554	UNIFORM RENTAL SVC.-SIGNS & STRIPING STAFF	
		09/28/2015	150542300	UNIFORM RENTAL SVC.-SIGNS & STRIPING STAFF	
		09/28/2015	150542304	UNIFORM RENTAL SVC.-CFD #1 STAFF	
		09/28/2015	150542297	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF	
		09/28/2015	150538551	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF	
		09/28/2015	150527347	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	
		09/28/2015	150531107	UNIFORM RENTAL SVC.-FACILITIES STAFF	
		09/28/2015	150527348	UNIFORM RENTAL SVC.-STORM DRAIN MAINT. STAFF	
		09/28/2015	150527349	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	

Remit to: ONTARIO, CA

FYTD: \$5,344.94

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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>
CITRUS BELT CHAPTER, I.C.C.	226165	09/08/2015	FY15/16	CLASS A MEMBERSHIP DUES-ALLEN D. BROCK	\$30.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$30.00
COLLINS, PAT	226324	09/21/2015	7013890-02	SOLAR INCENTIVE REBATE	\$3,994.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,994.00
COMMUNITY HEALTH CHARITIES	226166	09/08/2015	2016-00000080	8725 - CH CHARITY	\$37.00
	226267	09/21/2015	2016-00000100	8725 - CH CHARITY	\$37.00
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$222.00
COMPETITIVE STRIDE	15786	09/08/2015	3347	SPORTS AWARD SUPPLIES-ADULT SOCCER MAYOR'S CUP	\$354.24
		09/08/2015	3392	SPORTS AWARD SUPPLIES-SOFTBALL	
	15868	09/21/2015	3386	SPORTS AWARD SUPPLIES-ADULT SOFTBALL	\$64.80
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,609.28
CONTINUING EDUCATION OF THE BAR	226268	09/21/2015	10421227	LAW LIBRARY PUBLICATIONS/UPDATES	\$178.51
Remit to: OAKLAND, CA					<u>FYTD:</u> \$178.51
CONTRERAS, JOSE	226167	09/08/2015	082015	SPORTS OFFICIATING SERVICES	\$63.00
	226269	09/21/2015	090315	SPORTS OFFICIATING SERVICES-SOFTBALL	\$21.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$294.00
CONTRERAS, SANDRA E.	226223	09/10/2015	9/12-9/15/15	TRAVEL PER DIEM & MILEAGE-NEW WORLD SYSTEMS EXEC. CUSTOMER CONF.	\$278.40
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$278.40

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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>
COSTCO	226168	09/08/2015	22099	SNACK SUPPLIES-COTTONWOOD GOLF COURSE	\$573.91
		09/08/2015	22088	SNACK SUPPLIES-SKATE PARK	
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$11,140.10
COUNSELING TEAM, THE	226341	09/28/2015	29514	EMPLOYEE SUPPORT SERVICES-AUG15	\$1,250.00
Remit to: SAN BERNARDINO, CA					<b>FYTD:</b> \$3,750.00
COUNTY OF RIVERSIDE	226169	09/08/2015	9990085000-1507	TRAFFIC MOTOR RADIO COMMUNICATIONS FOR PD-JUL15	\$2,786.42
	226342	09/28/2015	9990085000-1508	TRAFFIC MOTOR RADIO COMMUNICATIONS FOR PD-AUG15	\$2,786.42
	226343	09/28/2015	1859	CERTIFICATION OF REGISTERED VOTERS	\$70.00
		09/28/2015	1857	CERTIFICATION OF REGISTERED VOTERS	
	226369	09/28/2015	SH0000026852	RCRMC SEXUAL ASSAULT EXAMS (1/1-6/30/15)	\$12,600.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$22,918.26
COUNTY OF RIVERSIDE 1	226314	09/21/2015	PU0000003514	STATION JANITORIAL SUPPLIES	\$1,082.86
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$4,371.81
CRIME SCENE STERI-CLEAN, LLC	15921	09/28/2015	34764	BIO HAZARD REMOVAL SERVICE	\$2,250.00
		09/28/2015	34698	BIO HAZARD REMOVAL SERVICE	
		09/28/2015	34804	BIO HAZARD REMOVAL SERVICE	
Remit to: RANCHO CUCAMONGA, CA					<b>FYTD:</b> \$2,250.00
CROWN CASTLE	226375	09/28/2015	CK223633 1/12/15	REISSUE STALE-DATED CHECK (PLANNING DEPOSIT REFUND)	\$3,306.00
Remit to: IRVINE, CA					<b>FYTD:</b> \$3,306.00

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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>
CUTWATER INVESTOR SERVICES CORP	15922	09/28/2015	20323A	INVESTMENT MANAGEMENT SERVICES- AUG 2015	\$2,716.06
Remit to: DENVER, CO					<b>FYTD: \$8,138.35</b>
D&D SERVICES DBA D&D DISPOSAL, INC.	226228	09/14/2015	8825	DECEASED ANIMAL REMOVAL SVCS-AUG15	\$745.00
Remit to: VALENCIA, CA					<b>FYTD: \$2,235.00</b>
DATA TICKET, INC.	15788	09/08/2015	64098	ADMIN CITATION PROCESSING-A/S-JUL15	\$3,991.19
		09/08/2015	60906	ADMIN CITATION PROCESSING-CODE-MAR15	
		09/08/2015	64117TPC	THIRD PARTY COLLECTIONS-PARKS-JUL15	
		09/08/2015	64117	ADMIN CITATION PROCESSING-PARKS-JUL15	
		09/08/2015	64098TPC	THIRD PARTY COLLECTIONS-A/S-JUL15	
	15869	09/21/2015	64101	ADMIN CITATION PROCESSING-PD-JUL15	\$288.90
	15923	09/28/2015	64099TPC	THIRD PARTY COLLECTIONS-B&S-JUL15	\$734.67
Remit to: NEWPORT BEACH, CA					<b>FYTD: \$76,307.96</b>
DE SANTIS, THOMAS M	226315	09/21/2015	9/30-10/2/15	TRAVEL PER DIEM-LEAGUE OF CA. CITIES 2015 ANNUAL CONF.	\$140.00
Remit to: TEMECULA, CA					<b>FYTD: \$140.00</b>
DEBRON GRAPHICS	15870	09/21/2015	SEP-2015	INSTRUCTOR SERVICES-CREATIVE WRITING CLASS	\$42.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$126.00</b>
DEL REY APPRAISAL SRVCS	226344	09/28/2015	DR5151	APPRAISAL SERVICES-22889 ALLIES PL	\$700.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$700.00</b>

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DENNIS GRUBB & ASSOCIATES, LLC	15827	09/14/2015	1358	PLAN REVIEW SERVICES 8/1-8/31/15	\$24,985.00
		09/14/2015	1356	PLAN REVIEW SERVICES 7/1-7/31/15	
	15924	09/28/2015	1359a	T&M PLAN REVIEW SERVICES 8/1-8/31/15	\$2,700.00
Remit to: MIRA LOMA, CA					<b>FYTD:</b> \$37,715.00
DIAZ, ADELAIDA	226325	09/21/2015	1282670	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$200.00
DMS FACILITY SERVICES	15789	09/08/2015	RC-L104881	JANITORIAL SERVICES-EMP. RESOURCE CTR.-AUG15	\$533.55
	15828	09/14/2015	RC-L104890	JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY-AUG15	\$783.64
		09/14/2015	RC-L104698	JANITORIAL SERVICES-RED MAPLE PORTABLE-JUL15	
		09/14/2015	RC-L104886	JANITORIAL SERVICES-RAINBOW RIDGE PORTABLE-AUG15	
		09/14/2015	RC-L104887	JANITORIAL SERVICES-RED MAPLE PORTABLE-AUG15	
		09/14/2015	RC-L104697	JANITORIAL SERVICES-RAINBOW RIDGE PORTABLE-JUL15	
	15871	09/14/2015	RC-L104701	JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY-JUL15	
		09/21/2015	L38612	INITIAL CLEANING OF THE NEW YOC ROOM	\$1,055.00
		09/21/2015	L38830	PRESSURE WASH & CLEANING OF CRC FRONT ENTRANCE & GUM REMOVAL	
Remit to: MONROVIA, CA					<b>FYTD:</b> \$89,688.73
DRAPER, BRETT	226170	09/08/2015	082015	SPORTS OFFICIATING SERVICES-SOFTBALL	\$63.00
	226270	09/21/2015	090515	SPORTS OFFICIATING SERVICES-SOFTBALL	\$105.00
		09/21/2015	082715	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$210.00

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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>
DUVAL, ROBERTA	15872	09/21/2015	JUL-2015	INSTRUCTOR SERVICES-CPR & FIRST AID CLASS	\$288.00
	15926	09/28/2015	SEP-2015	INSTRUCTOR SERVICES-CPR & FIRST AID CLASS	\$396.00
Remit to: MENIFEE, CA					<b>FYTD:</b> \$684.00
E.R. BLOCK PLUMBING & HEATING, INC.	15790	09/08/2015	118815	BACKFLOW DEVICE TESTS-CITY PARKS	\$80.00
	15873	09/21/2015	119033	BACKFLOW DEVICE TESTS-CFD & CITY PARKS	\$180.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$5,866.00
EASTERN MUNICIPAL WATER DISTRICT	226171	09/08/2015	AUG-15 9/8/15	WATER CHARGES	\$21,962.76
	226272	09/21/2015	23828	FULL PAYMENT-WATER RETROFIT PROJ-CABALLO RD/TR 22377, ZN 03	\$483.29
Remit to: PERRIS, CA					<b>FYTD:</b> \$613,164.34
ECONOLITE CONTROL PRODUCTS, INC	226273	09/21/2015	Q-14455-P5L0	TS EQUIPMENT - RECHE	\$1,878.50
Remit to: ANAHEIM, CA					<b>FYTD:</b> \$1,878.50
EDGELANE MOBILE HOME PARK	15874	09/21/2015	AUG 2015	REFUND FOR UUT AUG 2015	\$1.44
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$5.84

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	15875	09/21/2015	0402-MF-01730A	SOLAR METER INSTALLATION	\$8,290.18
		09/21/2015	0402-MF-01736A	SOLAR METER INSTALLATION	
		09/21/2015	0402-MF-01731A	SOLAR METER INSTALLATION	
		09/21/2015	0402-MF-01737A	SOLAR METER INSTALLATION	
		09/21/2015	0402-MF-01734A	SOLAR METER INSTALLATION	
		09/21/2015	0402-MF-01733A	SOLAR METER INSTALLATION	
		09/21/2015	40-238B-07	UTILITY SERVICES - CORP YARD	
		09/21/2015	0402-MF-01732A	SOLAR METER INSTALLATION	
		09/21/2015	0402-MF-01728A	SOLAR METER INSTALLATION	
		09/21/2015	0402-MF-01735A	SOLAR METER INSTALLATION	
		09/21/2015	0402-MF-01738A	SOLAR METER INSTALLATION	
09/21/2015	0402-MF-01729A	SOLAR METER INSTALLATION			
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$1,090,466.16
ESGIL CORPORATION	15927	09/28/2015	07154327	PLAN CHECK SERVICES 7/1-7/31/15	\$427.50
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$4,309.36
EVANS ENGRAVING & AWARDS	15792	09/08/2015	81715-7	BADGE FOR PARKS COMMISSIONER	\$45.36
		09/08/2015	9115-28	NAMEPLATE FOR ARTS COMMISSIONER	
Remit to: BANNING, CA					<u>FYTD:</u> \$301.32
EVANS, AUSTIN	226251	09/14/2015	R15-088760	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$75.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
EYERMAN, MARSHALL	226316	09/21/2015	9/30-10/2/15	TRAVEL PER DIEM-LEAGUE OF CA. CITIES 2015 ANNUAL CONF.	\$140.00
Remit to: CORONADO, CA					FYTD: \$140.00
FAST SIGNS	226172	09/08/2015	70-35348	NAMEPLATE FOR OSCAR ALVAREZ	\$10.80
Remit to: MORENO VALLEY, CA					FYTD: \$4,453.53
FITNESS 19	226274	09/21/2015	2016-00000101	8730 - GYM MEMBERSHIP*	\$84.00
Remit to: MORENO VALLEY, CA					FYTD: \$272.00
FORBES, SHARON	226326	09/21/2015	MVU 7011228-04	SOLAR INCENTIVE REBATE	\$4,177.18
Remit to: MORENO VALLEY, CA					FYTD: \$4,177.18
FORM PRINT COMPANY FPC GRAPHICS	226230	09/14/2015	91174	AS DOOR HANGERS-15 DAY NOTICE (5,000 SETS)	\$1,050.52
Remit to: RIVERSIDE, CA					FYTD: \$2,438.32
FOSTER-SULCER, BEVERLY	226376	09/28/2015	1284054	REFUND CLASS CANCELLED	\$47.00
Remit to: MORENO VALLEY, CA					FYTD: \$47.00
FOX, SHARON	226196	09/08/2015	R15-087934	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					FYTD: \$75.00
FRANCE PUBLICATIONS, INC.	15831	09/14/2015	WR70105	ADVERTISING-WESTERN REAL ESTATE BUSINESS-JR PAGE, 8/1/15 ISSUE	\$2,900.00
Remit to: ATLANTA, GA					FYTD: \$6,150.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
FRANCHISE TAX BOARD	226173	09/08/2015	2016-00000081	1015 - GARNISHMENT - CREDITOR %*	\$523.57
	226275	09/21/2015	2016-00000102	1015 - GARNISHMENT - CREDITOR %*	\$272.50
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$2,966.40
FRANKLIN, L. C.	15793	09/08/2015	8/12-8/31/15	MILEAGE REIMBURSEMENT	\$199.53
Remit to: PERRIS, CA					<b>FYTD:</b> \$199.53
FRED'S GLASS & MIRROR, INC.	226174	09/08/2015	1747	BOARD UP & REMOVED BROKEN WINDOW-LIBRARY	\$2,412.54
		09/08/2015	2598	INSTALL DUAL PANE WINDOW-LIBRARY	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$2,838.44
FREEMAN, SHANIKQUA	226317	09/21/2015	REIMB. - 8/25/15	MILEAGE & MEAL REIMBURSEMENT - HUD MEETING 8/25/15/SAN DIEGO	\$124.28
Remit to: PERRIS, CA					<b>FYTD:</b> \$124.28
G/M BUSINESS INTERIORS, INC.	226346	09/28/2015	0215299-IN	TASK CHAIRS (3) FOR FS#48	\$1,320.79
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$17,098.14
GAIL MATERIALS	226347	09/28/2015	81644	INFIELD MIX (DG) FOR BALLFIELDS & TRAILS	\$1,039.90
Remit to: CORONA, CA					<b>FYTD:</b> \$1,039.90
GALLS INC., INLAND UNIFORM	15876	09/21/2015	BC0184180	EQUIPMENTS FOR PARK RANGER-A. ARELLANA	\$169.96
Remit to: PASADENA, CA					<b>FYTD:</b> \$1,968.82

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
GARDNER COMPANY, INC.	15794	09/08/2015	56123	HVAC OPTIMIZATION-FS#91	\$3,128.50
		09/08/2015	56417	HVAC REPAIRS-FS#6	
		09/08/2015	56121	HVAC OPTIMIZATION-SENIOR CTR	
		09/08/2015	56129	HVAC OPTIMIZATION-FS#48	
		09/08/2015	56125	HVAC OPTIMIZATION-FS#65	
		09/08/2015	56130	HVAC OPTIMIZATION-FS#2	
		09/08/2015	56128	HVAC OPTIMIZATION-FS#6	
	15877	09/21/2015	56124	HVAC OPTIMIZATION-RED MAPLE	\$671.50
		09/21/2015	56406	HVAC REPAIR SERVICE-RED MAPLE	
Remit to: MURRIETA, CA					<u>FYTD:</u> \$9,941.22
GENESIS SPORTS	15795	09/08/2015	AUG-2015	INSTRUCTOR SERVICES-GENESIS HOOPS BASKETBALL CLINIC	\$115.20
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,036.80
GEOCON WEST, INC	226175	09/08/2015	7507019	CONSULTANT - E SUNNYMEAD SD	\$675.00
	226276	09/21/2015	7508164	CONSULTANT - E SUNNYMEAD SD	\$4,667.50
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$5,342.50
GIBA, JEFFREY J.	226244	09/14/2015	REIMB.	DISTRICT 2 DISCRETIONARY OVERPAYMENT	\$537.12
		09/14/2015	6/24-6/26/15	TRAVEL PER DIEM & EXPENSES REIMB-LCC 2015 MAYOR & COUNCIL FORUM	
	226318	09/21/2015	9/29-10/2/15	TRAVEL PER DIEM-LEAGUE OF CA. CITIES ANNUAL CONF. & EXPO	\$196.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$733.12

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GOLDBERG-RUDNICK, JENNIFER	226252	09/14/2015	R15-089162	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$75.00
GONZALEZ, MARIA	226197	09/08/2015	0007673	APPEAL FOR FIRE WAIVED	\$100.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.00
GOZDECKI, DAN	15832	09/14/2015	SEP-2015 YOUTH	INSTRUCTOR SERVICES-KUNG FU CLASS	\$324.00
		09/14/2015	SEP-2015 ADULT	INSTRUCTOR SERVICES-KUNG FU CLASS	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$945.00
GUTIERREZ, YXSTIAN	226319	09/21/2015	9/29-10/2/15	TRAVEL PER DIEM-LEAGUE OF CA. CITIES ANNUAL CONF. & EXPO	\$196.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$196.00
HANTULI, NISREEN	226327	09/21/2015	MVP58869	REFUND-VIOLATION DISMISSED	\$432.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$432.50
HARGIS, STEVE	226370	09/28/2015	10/3-10/6/15	TRAVEL PER DIEM-MISAC TECHNICAL & MGMT TRAINING/AWARD ACCEPTANCE	\$248.50
Remit to: TEMECULA, CA					<u>FYTD:</u> \$248.50
HARRIS, PATRICE	226328	09/21/2015	1282673	COTTONWOOD RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
HATZL-PATTERSON, NINA MICHELE	226245	09/14/2015	9/16-9/18/15	TRAVEL PER DIEM & MILEAGE-ICSC WESTERN CONFERENCE	\$283.27
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$283.27

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HEALD, DENA	226224	09/10/2015	9/12-9/15/15	TRAVEL PER DIEM-NEW WORLD SYSTEMS EXEC. CUSTOMER CONF.	\$248.50
Remit to: CORONA, CA					<b>FYTD:</b> \$248.50
HERRERO JR, ROGELIO	226198	09/08/2015	R15-086870	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$75.00
HILLTOP GEOTECHNICAL, INC.	15833	09/14/2015	15054	CONSULTANT - CACTUS STAGE 2 801 0031	\$12,303.00
Remit to: SAN BERNARDINO, CA					<b>FYTD:</b> \$21,877.00
HLP, INC.	15928	09/28/2015	11073	WEB LICENSE MONTHLY FEES	\$28.00
Remit to: LITTLETON, CO					<b>FYTD:</b> \$17,735.15
HONDA YAMAHA OF REDLANDS	15879	09/21/2015	60776	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$4,239.91
		09/21/2015	61053	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		09/21/2015	61418	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		09/21/2015	60549	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
	15929	09/28/2015	61443	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$72.94
		09/28/2015	60777	CREDIT FOR OVERCHARGED REPAIR SERVICES	
Remit to: REDLANDS, CA					<b>FYTD:</b> \$9,576.14
HORTON SMITH JR., PAUL	226278	09/21/2015	CHK256890	REISSUANCE OF CHECK #256890	\$809.47
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$809.47
HOWARD, CHAD	226246	09/14/2015	9/21-9/24/15	TRAVEL PER DIEM-2015 CATO TRAINING CONF.	\$178.50
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$178.50

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HUNTER , SARAH	226199	09/08/2015	R15-088587	AS REFUND-2RABIES,1 S/N DEPOSITS	\$115.00
Remit to: MILWAUKIE, OR					<u>FYTD:</u> \$115.00
HURST, JOYCE	226329	09/21/2015	1283070	REFUND ENTRY ERROR	\$48.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$48.00
ICMA RETIREMENT CORP	15775	09/04/2015	2016-00000092	8030 - DEF COMP 457 - ICMA	\$7,923.84
	15852	09/18/2015	2016-00000114	8030 - DEF COMP 457 - ICMA	\$7,923.84
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$48,543.04
IES COMMERCIAL, INC	15880	09/21/2015	119170	UPGRADE NETBOX EXTREME CONTROLLER-PD	\$2,803.24
Remit to: TEMPE, AZ					<u>FYTD:</u> \$3,658.24
INLAND OVERHEAD DOOR COMPANY	226349	09/28/2015	39260	AUTO GATE REPAIR SVCS-FS#99 (REPLACED LOGIC BOARD)	\$659.85
		09/28/2015	39193	FRONT DOOR REPAIR SVCS-FS#65	
Remit to: COLTON, CA					<u>FYTD:</u> \$7,010.60
INSIDE PLANTS, INC.	15930	09/28/2015	56286	PLANT MAINTENANCE AT CRC-AUG 2015	\$1,029.00
		09/28/2015	56660	PLANT MAINTENANCE AT CRC-SEPT 2015	
		09/28/2015	55920	PLANT MAINTENANCE AT CRC-JUL 2015	
Remit to: CORONA, CA					<u>FYTD:</u> \$1,029.00
INTERNATIONAL, BRINKER	226200	09/08/2015	ACCT 00426	OVERPAYMENT	\$8.60
Remit to: DALLAS, TX					<u>FYTD:</u> \$8.60

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IRON MOUNTAIN, INC	15834	09/14/2015	LUY9873	OFF-SITE STORAGE OF CITY RECORDS-SEPT15	\$1,696.78
Remit to: PASADENA, CA					<u>FYTD:</u> \$5,302.36
JDH CONTRACTING	15881	09/21/2015	091615-01	1ST FLOOR CDD DIRECTOR'S OFFICE CONSTRUCTION	\$7,418.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$20,217.00
JENKINS & HOGIN, LLP	226350	09/28/2015	23340	LEGAL SERVICES	\$7,684.85
		09/28/2015	23448	LEGAL SERVICES	
		09/28/2015	23341	LEGAL SERVICES	
Remit to: MANHATTAN BEACH, CA					<u>FYTD:</u> \$24,704.85
JIMENEZ, CLEMENT	226371	09/28/2015	10/3-10/10/15	TRAVEL PER DIEM-APPA FALL INSTITUTE/UNDERGRND. DIST. SYS. TRNG.	\$420.00
Remit to: HEMET, CA					<u>FYTD:</u> \$420.00
JOE A. GONSALVES & SON	15931	09/28/2015	25427	LOBBYIST SERVICES-AUG15	\$9,045.00
		09/28/2015	25498	LOBBYIST SERVICES-SEPT15	
		09/28/2015	25355	LOBBYIST SERVICES-JUL15	
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$9,045.00
JOHNSON MEZZCAP	15882	09/21/2015	1084	LITE OWLS & E-SERIES EQUIPMENT LEASE-OCT15	\$2,243.51
Remit to: DALLAS, TX					<u>FYTD:</u> \$8,974.04
JOHNSON, TRACY	226351	09/28/2015	SEP-2015	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASS	\$304.20
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,178.80

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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>
JONES, VALORIA	226201	09/08/2015	1277867	REFUND FOR PEW WEE BASKETBALL	\$62.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$62.00
JOSE DOMINGUEZ	226279	09/21/2015	MV1510	FULL AND FINAL SETTLEMENT	\$6,500.00
Remit to: PALM DESERT, CA					<u>FYTD:</u> \$6,500.00
JOSE DOMINGUEZ, FBO ADRIAN DOMINGUEZ	226280	09/21/2015	MV1510	FULL AND FINAL SETTLEMENT (DOMINGUEZ, JOSE/ADRIAN)	\$2,500.00
Remit to: PALM DESERT, CA					<u>FYTD:</u> \$2,500.00
K&S PROPERTY, LLC	226377	09/28/2015	PM 33361	REFUND-SECURITY DEPOSIT FOR PA13-0041/27420 IRIS AVE	\$4,950.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$4,950.00
KENASTON FLOORING	226281	09/21/2015	14024	NEW FLOORING AT TOWNGATE COMMUNITY CENTER	\$15,525.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$32,425.00
KERENYI, JOHN	226247	09/14/2015	9/21-9/23/15	TRAVEL PER DIEM & MILEAGE-ITS CALIF. 2015 ANNUAL MEETING	\$267.20
Remit to: MENIFEE, CA					<u>FYTD:</u> \$267.20
KNORR SYSTEMS, INC	226176	09/08/2015	SI168833	SPLASH PAD SUPPLIES-CFD#1	\$174.72
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$174.72
KONONCHUK, KATHERINE	226253	09/14/2015	R15-088339	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MURRIETA, CA					<u>FYTD:</u> \$75.00
LACSON, HELEN FONTANILLA	226330	09/21/2015	MV3140826031	REFUND-PARKING CITATION OVERPAYMENT	\$57.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$57.50

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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>
LAMBERT, TIANA	226331	09/21/2015	MVU 7010899-05	SOLAR INCENTIVE REBATE	\$5,100.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,100.00
LANDCARE USA, LLC	15835	09/14/2015	7975980	LANDSCAPE MAINT.-SD LMD ZN 04-JUL 2015	\$6,116.13
		09/14/2015	7975978-CREDIT	CREDIT-JULY LANDSCAPE MAINT FOR SD LMD ZN 01-FOR EXC. WATER CHGS	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$129,681.91
LASER ENGRAVING MEMORIES	226232	09/14/2015	CF-01	TILE MURALS - FS#48	\$691.03
Remit to: PERRIS, CA					<u>FYTD:</u> \$691.03
LAWN TECH EQUIPMENT	15933	09/28/2015	534378	MAINT. & REPAIRS-TREE TRIMMING EQUIPMENT	\$67.60
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$275.92
LEACH, SHANTEL	226254	09/14/2015	R15-089930	AS REFUND-OVERPMT ON LIC RENEWAL	\$32.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$32.00
LEADERSHIP MORENO VALLEY	226282	09/21/2015	SEP15-OCT16	TUITION & FEES FOR ALIA RODRIGUEZ	\$600.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$600.00
LEADING EDGE LEARNING CENTER	226353	09/28/2015	SEP-2015	INSTRUCTOR SERVICES-GED TEST & ENGLISH AS A SECOND LANG. CLASSES	\$264.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$670.40
LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV	226387	09/29/2015	REG-9/30-10/2/15	REGISTRATION FEE-J. MOLINA FOR LCC CONF. & EXPO 9/30-10/2/15	\$550.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$550.00

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LEAGUE OF CALIFORNIA CITIES- RIV CNTY DIV 1	226233	09/14/2015	10/2/15 MTNG.	ANNUAL CONF. BREAKFAST MEETING-6 ATTENDEES	\$150.00
Remit to: MIRA LOMA, CA					FYTD: \$210.00
LEE, JESSICA	226378	09/28/2015	R15-090095	AS REFUND-OVERPMT ON LIC RENEWAL	\$53.00
Remit to: MORENO VALLEY, CA					FYTD: \$53.00
LEE, MIKE	15836	09/14/2015	9/16-9/18/15	TRAVEL PER DIEM & MILEAGE-ICSC WESTERN CONF. & DEAL MAKING	\$225.77
Remit to: CHINO HILLS, CA					FYTD: \$225.77
LEE, MITCHELL JR	226332	09/21/2015	MV2150413019	REFUND-PARKING CITATION OVERPAYMENT	\$57.50
Remit to: FULLERTON, CA					FYTD: \$57.50
LEE-MCDUFFIE, PRECIOUS	226386	09/28/2015	SEP-2015	INSTRUCTOR SERVICES-ACTING FOR KIDS CLASS	\$324.80
Remit to: MORENO VALLEY, CA					FYTD: \$324.80
LIEBERT, CASSIDY, WHITMORE	226354	09/28/2015	RHD 10-20	REGISTRATION-ACA REPORTING WEBINAR	\$4,207.50
		09/28/2015	1404383	ERC MEMBERSHIP W/ BASIC LIBRARY SUBS. 7/1/15-6/30/16	
		09/28/2015	1409805	LEGAL SERVICES-MO140-00001	
Remit to: LOS ANGELES, CA					FYTD: \$12,952.80
LOZANO, PORFIRO	226202	09/08/2015	R15-089578	AS REFUND-ADOPT,LIC,VACS,CHIP	\$65.00
Remit to: MORENO VALLEY, CA					FYTD: \$65.00

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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>
LYONS SECURITY SERVICE, INC	15797	09/08/2015	22130	SECURITY GUARD SVCS-CRC-JUL15	\$7,784.48
		09/08/2015	22217	SECURITY GUARD SVCS-CITY HALL-AUG15	
		09/08/2015	22218	SECURITY GUARD SVCS-CRC-AUG15	
		09/08/2015	22219	SECURITY GUARD SVCS-CRC SPECIAL EVENTS-AUG15	
		09/08/2015	22222	SECURITY GUARD SVCS-TOWNGATE-AUG15	
		09/08/2015	22221	SECURITY GUARD SVCS-LIBRARY FILL-IN-AUG15	
		09/08/2015	22223	SECURITY GUARD SVCS-MVU-AUG15	
		09/08/2015	22220	SECURITY GUARD SVCS-LIBRARY-AUG15	
		09/08/2015	22224	SECURITY GUARD SVCS-COTTONWOOD G/C SPECIAL EVENTS-AUG15	
	15883	09/21/2015	22131	SECURITY GUARD SVCS-CRC SPECIAL EVENTS-JUL15	\$1,022.86
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$30,714.84
MANDELL MUNICIPAL COUNSELING	226355	09/28/2015	JUL 2015	LEGAL SERVICES-CSD TRANSITIONS PROJECT	\$275.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,025.00
MARCH JOINT POWERS AUTHORITY	226177	09/08/2015	0036043	GAS CHARGES-BLDG. 938-JUL15	\$4.02
		09/08/2015	0036040	GAS CHARGES-MFPCC BLDG. 823-JUL15	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$38,677.29
MARCOTTE, KEN	226255	09/14/2015	R15-089785	AS REFUND-ADOPT,RAB DEP,VACS,CHIP	\$87.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$87.00

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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>
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	15798	09/08/2015	69651	LANDSCAPE EXTRA WORK-JUL15-ZONE D/IRRIGATION REPAIR	\$24,218.79
		09/08/2015	69656	LANDSCAPE EXTRA WORK-JUL15-ZONE D/IRRIGATION REPAIR	
		09/08/2015	69658	LANDSCAPE EXTRA WORK-JUL15-ZONE D/IRRIGATION REPAIR	
		09/08/2015	69657	LANDSCAPE EXTRA WORK-JUL15-ZONE D/IRRIGATION REPAIR	
		09/08/2015	69644	LANDSCAPE EXTRA WORK-JUL15-ZONE D/INSTALL MULCH TRACT 20404	
		09/08/2015	69648	LANDSCAPE EXTRA WORK-JUL15-ZONE D/CLEAR TUMBLEWEEDS DUE TO WIND	
		09/08/2015	69655	LANDSCAPE EXTRA WORK-JUL15-ZONE D/IRRIGATION REPAIR	
		09/08/2015	69654	LANDSCAPE EXTRA WORK-JUL15-ZONE D/REPLACE BACKFLOW	
		09/08/2015	69652	LANDSCAPE EXTRA WORK-JUL15-ZONE D/IRRIGATION REPAIR	
		09/08/2015	69647	LANDSCAPE EXTRA WORK-JUL15-ZONE D/TUMBLEWEEDS REMOVAL TR. 20552	
		09/08/2015	69581	LANDSCAPE MAINT.-ZONE D-JUL 2015	
		09/08/2015	69645	LANDSCAPE EXTRA WORK-JUL15-ZONE D/FLOOD CHANNELS LANDSC. MAINT.	
		09/08/2015	69653	LANDSCAPE EXTRA WORK-JUL15-ZONE D/IRRIGATION REPAIR	
		09/08/2015	69646	LANDSCAPE EXTRA WORK-JUL15-ZONE D/RE-GRADE FLOOD CH. ENTRANCE	
		09/08/2015	69650	LANDSCAPE EXTRA WORK-JUL15-ZONE D/IRRIGATION REPAIR	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	15884	09/21/2015	69634	REMOVE & STUMP GRIND AFFECTED TREES AT CITY HALL	\$7,186.68
		09/21/2015	69633	TREATED TREES AT CITY HALL WITH OTC & IRON BY INJECTIONS	
		09/21/2015	69606	LANDSCAPE MAINT.-PUBLIC SAFETY BLDG.-JUL15	
		09/21/2015	69612	LANDSCAPE MAINT.-FIRE STATIONS-JUL15	
		09/21/2015	69611	LANDSCAPE MAINT.-ANNEX 1-JUL15	
		09/21/2015	69610	LANDSCAPE MAINT.-VETERAN'S MEMORIAL-JUL15	
		09/21/2015	69609	LANDSCAPE MAINT.-CITY HALL-JUL15	
Remit to: IRWINDALE, CA					FYTD: \$166,510.46
MARTINEZ CONCRETE, INC	226283	09/21/2015	1506-1R	RETENTION - PROJECT NO. 801 0058	\$9,413.73
Remit to: AZUSA, CA					FYTD: \$9,413.73
MCCAIN TRAFFIC SUPPLY	226178	09/08/2015	195642	TRAFFIC EQUIPMENT - RECHE VISTA	\$11,258.97
	226284	09/21/2015	INV0195646	TRAFFIC EQUIPMENT (333L CABINET)-INDIAN ST/CACTUS AVE	\$11,258.97
Remit to: VISTA, CA					FYTD: \$22,517.94
MCCALLISTER, SHIRLEY	226203	09/08/2015	R15-086691	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					FYTD: \$20.00
MCKINNEY, BROOKE	226225	09/10/2015	9/13-9/15/15	TRAVEL PER DIEM-NEW WORLD SYSTEMS EXEC. CUSTOMER CONF.	\$177.50
Remit to: RIVERSIDE, CA					FYTD: \$253.91

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MEEKS, DANIEL	15799	09/08/2015	072015	SPORTS OFFICIATING SERVICES-SOFTBALL	\$168.00
		09/08/2015	083015	SPORTS OFFICIATING SERVICES-SOFTBALL	
		09/08/2015	072315	SPORTS OFFICIATING SERVICES-SOFTBALL	
	15885	09/21/2015	090315	SPORTS OFFICIATING SERVICES-SOFTBALL	\$147.00
		09/21/2015	090515	SPORTS OFFICIATING SERVICES-SOFTBALL	
		09/21/2015	082715	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: PERRIS, CA					<u>FYTD:</u> \$798.00
MELENDEZ, JACKIE	15838	09/14/2015	9/16-9/18/15	TRAVEL PER DIEM & MILEAGE-ICSC WESTERN CONFERENCE	\$283.27
Remit to: UPLAND, CA					<u>FYTD:</u> \$283.27
MENGISTU, YESHIALEM	15800	09/08/2015	8/12-8/31/15	MILEAGE REIMBURSEMENT	\$161.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$161.00
MERCHANTS LANDSCAPE SERVICES INC	15935	09/28/2015	46358	IRRIGATION REPAIRS-SD LMD ZN 03-AUG15	\$8,281.23
		09/28/2015	46259	LANDSCAPE MAINT.-ZONES E-8, SD LMD ZN 05, 06 & 07-AUG 2015	
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$70,146.18
METRO PCS NETWORKS, LLC	226204	09/08/2015	LA4010 & LA3114A	RETURN OF UNUSED DEPOSIT FOR CELL TOWERS	\$11,420.00
Remit to: RICHARDSON, TX					<u>FYTD:</u> \$11,420.00
MICON CONSTRUCTION, INC.	15801	09/08/2015	7787-01	REPLACE/ADD PLAY EQUIPMENT AT WESTON PARK	\$4,000.00
Remit to: PLACENTIA, CA					<u>FYTD:</u> \$38,593.28

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MILLER, KARI	226205	09/08/2015	1280314 1280304	REFUND FOR CREDITING FOR CREATIVE BRAIN STORM	\$62.00
	226206	09/08/2015	1268815	REFUND FOR JUNIOR TENNIS	\$79.00
	226256	09/14/2015	1280304	REFUND-CANCELLED CONTRACT CLASS	\$94.00
Remit to: PERRIS, CA					<b>FYTD:</b> \$62.00
MIRACLE RECREATION EQUIPMENT	15936	09/28/2015	764713	PLAYGROUND EQUIPMENT FOR HIDDEN SPRINGS PARK	\$2,733.36
Remit to: DALLAS, TX					<b>FYTD:</b> \$51,140.05
MOLINA, JESSE L.	226388	09/29/2015	9/30-10/2/15	TRAVEL PER DIEM-LEAGUE OF CA. CITIES ANNUAL CONF. & EXPO	\$140.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$140.00
MONTGOMERY PLUMBING INC	226285	09/21/2015	072815	PLUMBING SERVICE-MFPCC	\$1,483.00
		09/21/2015	072915	PLUMBING SERVICE-TOWNGATE	
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$11,725.50
MORENO VALLEY CHAMBER OF COMMERCE	226286	09/21/2015	4860	WAKE-UP MEETING ATTENDANCE-8/26/15	\$120.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$400.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	15777	09/04/2015	2016-00000094	8710 - MVCEA EMPLOYEE DUES	\$1,245.00
	15854	09/18/2015	2016-00000116	8710 - MVCEA EMPLOYEE DUES	\$1,245.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$7,436.00

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MORENO VALLEY MANAGEMENT ASSOCIATION	15802	09/08/2015	2016-00000082	8705 - MVMA EMPLOYEE DUES	\$680.00
	15886	09/21/2015	2016-00000103	8705 - MVMA EMPLOYEE DUES	\$690.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$4,030.00
MORENO VALLEY UTILITY	226235	09/14/2015	7013411-01/AUG15	ELECTRICITY-UTILITY FIELD OFFICE	\$220.69
Remit to: HEMET, CA					<b>FYTD:</b> \$307,683.02
MOSS BROS MORENO VALLEY PROPERTIES, LLC	226207	09/08/2015	REFUND	REFUND-DEPOSIT BALANCE (CLOSED ACCT)	\$686.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$686.00
MUNICIPAL HOUSING SOLUTIONS	15887	09/21/2015	MHS-07	CONSULTING SERVICES TO REVIEW AFFORDABLE HOUSING PROGRAMS	\$9,822.50
	15937	09/28/2015	MHS-08	CONSULTING SERVICES TO REVIEW AFFORDABLE HOUSING PROGRAMS	\$6,937.50
Remit to: AZUSA, CA					<b>FYTD:</b> \$23,460.00
MUSIC CHANGING LIVES	15938	09/28/2015	SEP-2015	INSTRUCTOR SERVICES-COMIC BOOK CREATION/DRAWING FOR KIDS CLASSES	\$282.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$564.00
MV RANCHO DORADO, LP	226208	09/08/2015	REFUND	REFUND-DEPOSIT BALANCE (CLOSED ACCT)	\$25.00
Remit to: IRVINE, CA					<b>FYTD:</b> \$25.00
N P G CORPORATION	15803	09/08/2015	1113904	NEW ADA RAMP AND SIDEWALK AT HIDDEN SPRINGS PARK	\$16,460.00
Remit to: PERRIS, CA					<b>FYTD:</b> \$16,460.00

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N.E.A.D., INC	226180	09/08/2015	1188	MONTHLY MAINT. FEES FOR MY CITY MOBILE APP / JUL-SEP 2015	\$1,500.00
Remit to: HUNTINGTON BEACH, CA					FYTD: \$1,500.00
NAMEKATA, DOUGLAS	226356	09/28/2015	SEP-2015	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASS	\$304.20
Remit to: RIVERSIDE, CA					FYTD: \$933.40
NAMEKATA, JAMES	226357	09/28/2015	SEP-2015	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASS	\$304.20
Remit to: RIVERSIDE, CA					FYTD: \$933.40
NATIONWIDE RETIREMENT SOLUTIONS CP	15780	09/04/2015	2016-00000098	8020 - DEF COMP PST - NATIONWIDE*	\$2,821.92
	15855	09/18/2015	2016-00000117	8020 - DEF COMP PST - NATIONWIDE	\$2,269.42
Remit to: COLUMBUS, OH					FYTD: \$171,216.41
NAVARRO, JOSE	226333	09/21/2015	7012751-02	SOLAR INCENTIVE REBATE	\$6,083.66
Remit to: MORENO VALLEY, CA					FYTD: \$6,083.66
NAVCO NETWORKS & SECURITY	15804	09/08/2015	423207	SERVICE FOR STATION SECURITY DVR SYSTEM PROBLEM	\$262.50
Remit to: ANAHEIM, CA					FYTD: \$630.00
NEW HORIZON MOBILE HOME PARK	15888	09/21/2015	AUG 2015	REFUND UUT AUG 2015	\$4.68
Remit to: LOS ANGELES, CA					FYTD: \$19.14
NEW IMAGE COMMERCIAL FLOORING	226236	09/14/2015	14154	CARPET REPAIRS AT PUBLIC SAFETY BLDG.-ENTRYWAY & CHIEF'S AREA	\$1,183.75
Remit to: SAN BERNARDINO, CA					FYTD: \$5,419.89

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NGUYEN, QUANG	15805	09/08/2015	JUN-JUL 2015	MILEAGE REIMBURSEMENT	\$167.33
Remit to: BUENA PARK, CA					<u>FYTD:</u> \$167.33
NORWOOD, DARLY	226257	09/14/2015	1282201	REFUND FOR YOUTH JR BASKETBALL SCHEDULE CONFLICT	\$93.00
Remit to: GILMAN HOT SPRIN, CA					<u>FYTD:</u> \$93.00
NUNO, ADRIANA	226334	09/21/2015	1281603	REFUND ON RENTAL DEPOSIT CONTRACT #27004	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
OC HILLS COMPANY	226258	09/14/2015	BL#21918-YR2015	REFUND OF OVERPAYMENT FOR BL#21918	\$65.38
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$65.38
OMNI-MEANS, LTD.	226237	09/14/2015	35524	CONSULTANT - SUNNYMEAD/SR-60	\$20,029.30
Remit to: ROSEVILLE, CA					<u>FYTD:</u> \$20,029.30
O'REILLY AUTO PARTS #3168	226379	09/28/2015	BL#29202-YR2015	REFUND OF OVERPAYMENT FOR BL#29202	\$175.00
Remit to: SPRINGFIELD, MO					<u>FYTD:</u> \$175.00
OROZCO, MARIA	226335	09/21/2015	MVU 7013166-02	SOLAR INCENTIVE REBATE	\$6,497.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$6,497.00
OVERLAND PACIFIC & CUTLER, INC.	15806	09/08/2015	1507097	ROW SERVICES	\$3,150.00
	15889	09/21/2015	1508057	ROW - VARIOUS PROJECTS	\$2,310.00
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$8,295.00

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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>
PACIFIC ALARM SERVICE, INC	15807	09/08/2015	R 114492	BURGLAR ALARM SYSTEM RENT/SVC/MONITORING-MVU SUBSTATION-SEP15	\$244.00
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$732.00
PACIFIC TELEMAGEMENT SERVICES	15890	09/21/2015	776569	PAY PHONE SERVICES-OCT15	\$313.20
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$1,284.12
PAINTING BY ZEB BODE	15808	09/08/2015	081415	PAINT PROJECT-WALLS & FLOORS AT ANIMAL SHELTER	\$650.00
	15839	09/14/2015	083115	REPAINTING OF RED & YELLOW CURBING AT PUBLIC SAFETY BLDG.	\$738.00
	15941	09/28/2015	091715	PAINTING OF CRC STAGE FLOOR AND 11 PLATFORMS	\$3,830.00
Remit to: NORCO, CA					<u>FYTD:</u> \$6,868.00
PALAU, SHANNA	226320	09/21/2015	9/29-10/2/15	TRAVEL PER DIEM-LEAGUE OF CA. CITIES ANNUAL CONF. & EXPO	\$175.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$175.00
PARSONS	226209	09/08/2015	RS002901	REFUND OF UNUSED DEPOSIT FOR CELL TOWER	\$1,361.96
Remit to: IRVINE, CA					<u>FYTD:</u> \$1,361.96
PEDLEY SQUARE VETERINARY CLINIC	15942	09/28/2015	AUG-2015	VETERINARY SERVICES FOR MV ANIMAL SHELTER	\$18,012.96
		09/28/2015	JUL-2015	VETERINARY SERVICES FOR MV ANIMAL SHELTER	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$48,846.38

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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>
PERS LONG TERM CARE PROGRAM	226181	09/08/2015	2016-00000083	4720 - PERS LONG TERM CARE	\$460.33
	226289	09/21/2015	2016-00000104	4720 - PERS LONG TERM CARE	\$460.33
Remit to: PASADENA, CA					<b>FYTD:</b> \$2,761.98
PERS RETIREMENT	15823	09/11/2015	P150828P	PERS RETIREMENT DEPOSIT - PEPRA	\$12,567.89
	15824	09/11/2015	P150814a	PERS RETIREMENT - CLASSIC FINAL	\$2,662.17
	15825	09/11/2015	P150814b	PERS RETIREMENT - PEPRA FINAL	\$10,569.71
	15914	09/25/2015	P150828a	PERS RETIREMENT - CLASSIC FINAL	\$1,980.87
	15915	09/25/2015	P150828b	PERS RETIREMENT - PEPRA FINAL	\$12,243.50
	15917	09/25/2015	P150911P	PERS RETIREMENT DEPOSIT - PEPRA	\$12,633.07
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$1,825,062.17
PETALS THE CLOWN & FRIENDS	226194	09/08/2015	203	CLOWN ENTERTAINMENT FOR YOUTHFEST-COMMUNITY PARK 9/12/15	\$255.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$425.00
PETTY CASH - FINANCE	226372	09/28/2015	JUL/AUG 2015	PETTY CASH FUND REPLENISHMENT	\$930.42
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$2,235.16
PIONEER CREDIT RECOVERY, INC	226182	09/08/2015	2016-00000084	1015 - GARNISHMENT - CREDITOR %	\$226.21
	226290	09/21/2015	2016-00000105	1015 - GARNISHMENT - CREDITOR %	\$226.37
Remit to: ARCADE, NY					<b>FYTD:</b> \$1,388.99
PITASSI ARCHITECTS, INC	15891	09/21/2015	13742	CONSULTANT - CORP YARD	\$10,172.77
Remit to: RANCHO CUCAMONGA, CA					<b>FYTD:</b> \$16,210.07

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PONCE, MICAELA	226259	09/14/2015	1280338	REFUND FROM LEFT OVER CREDIT	\$14.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$14.00
PRICE, GEORGE E.	15912	09/21/2015	9/29-10/2/15	TRAVEL PER DIEM-LEAGUE OF CA. CITIES ANNUAL CONF. & EXPO	\$196.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$196.00
PROFESSIONAL COMMUNICATIONS NETWORK PCN	226291	09/21/2015	150800370	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM VEHICLES	\$1,567.00
		09/21/2015	150900317	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM VEHICLES	
		09/21/2015	150700387	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM VEHICLES	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,567.00
PRUITT, CHERYL	15943	09/28/2015	SEP-2015	INSTRUCTOR SERVICES-COMPUTERS FOR BEGINNERS CLASS	\$390.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$687.00
RAMIN, FRAUKE	226210	09/08/2015	R15-088819	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
RAMOS, ROBERTO	15892	09/21/2015	SEP-2015	INSTRUCTOR SERVICES-KINDER KARATE & TAE KWON DO CLASSES	\$759.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,886.50
RANCHO BELAGO DANCE COMPANY	15893	09/21/2015	SEP-2015	INSTRUCTOR SERVICES-DANCE CLASSES	\$280.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$506.00

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READY REFRESH BY NESTLE	15863	09/21/2015	05H0029115177	WATER PURIF. UNITS RENTAL-ANIMAL SHELTER	\$539.80
		09/21/2015	05H0029115144	WATER PURIF. UNIT RENTAL-LIBRARY	
		09/21/2015	05H0029115359	WATER PURIF. UNIT RENTAL-CRC	
		09/21/2015	05H0032389744	WATER PURIF. UNIT RENTAL-FIRE STATION #99	
		09/21/2015	05H0029647914	WATER PURIF. UNIT RENTAL-FIRE STATION #6	
		09/21/2015	05H0032414377	WATER PURIF. UNIT RENTAL-PUBLIC SAFETY BLDG.	
		09/21/2015	05H0029115110	WATER PURIF. UNITS RENTAL-CITY YARD & TRANSP. TRAILER	
		09/21/2015	05H0028990919	WATER PURIF. UNITS RENTAL-CITY HALL	
		09/21/2015	05H0029647948	WATER PURIF. UNIT RENTAL-FIRE STATION #48	
		09/21/2015	05H0029647971	WATER PURIF. UNIT RENTAL-FIRE STATION #2	
		09/21/2015	05H0029647997	WATER PURIF. UNIT RENTAL-FIRE STATION #58	
		09/21/2015	05H0029648037	WATER PURIF. UNIT RENTAL-FIRE STATION #91	
		09/21/2015	05H0029648052	WATER PURIF. UNIT RENTAL-FIRE STATION #65	
	09/21/2015	05H0029115201	WATER PURIF. UNIT RENTAL-SENIOR CENTER		
Remit to: LOUISVILLE, KY					<u>FYTD:</u> \$1,916.29
REGALADO, BLANCA E	15944	09/28/2015	SEP-2015	INSTRUCTOR SERVICES-FOLKLODIC DANCE ADULT & YOUTH CLASSES	\$303.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,080.00

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REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	15809	09/08/2015	11652851	LINENS RENTAL FOR CRC BALL ROOM	\$22.00
	15894	09/21/2015	11663936	LINENS RENTAL FOR CRC BALL ROOM	\$44.00
		09/21/2015	11658186	LINENS RENTAL FOR CRC BALL ROOM	
	15945	09/28/2015	11669678	LINENS RENTAL-CRC BALL ROOM	\$83.04
		09/28/2015	S488087	LINENS RENTAL-CRC SPECIAL EVENTS	
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$408.42
REYES, JULIE	226183	09/08/2015	6/11-8/28/15	MILEAGE REIMBURSEMENT	\$217.93
	226321	09/21/2015	9/30-10/2/15	TRAVEL PER DIEM & MILEAGE-LEAGUE OF CA. CITIES 2015 ANNUAL CONF.	\$169.20
Remit to: RANCHO CUCAMONGA, CA					<b>FYTD:</b> \$1,966.33
RICHARD, ROLAND	226260	09/14/2015	1282194	REFUND CLASS CANCELLED	\$52.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$52.00
RICK ENGINEERING COMPANY	15840	09/14/2015	44292	CONSULTING - PERRIS WDNG	\$5,160.00
		09/14/2015	44293	CONSULTING - CYCLE 3	
		09/14/2015	44294	CONSULTING - CYCLE 4	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$21,670.00
RIGHTWAY SITE SERVICES, INC.	226358	09/28/2015	88682	PORTABLE RESTROOM RENTAL-EQUESTRIAN CENTER	\$591.70
		09/28/2015	88683	PORTABLE RESTROOM RENTAL-MARCH MIDDLE SCHOOL	
		09/28/2015	88681	PORTABLE RESTROOM RENTAL	
Remit to: LAKE ELSINORE, CA					<b>FYTD:</b> \$2,366.80

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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>
RIVERSIDE CONSTRUCTION COMPANY, INC	15857	09/17/2015	W150902	RETENTION PAYABLE PER ESCROW AGREEMENT-INV#150607 (PPR #22)	\$1,978.93
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$39,578.62
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	226184	09/08/2015	2016-00000085	1015 - GARNISHMENT - CREDITOR %*	\$1,209.30
	226292	09/21/2015	2016-00000106	1015 - GARNISHMENT - CREDITOR %*	\$1,220.67
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$2,958.76
RMA GROUP	226238	09/14/2015	49505	CONSULTANT - CORP YARD	\$8,817.50
Remit to: RANCHO CUCAMONGA, CA					<b>FYTD:</b> \$22,514.00
ROJAS, JACQUELINE	226380	09/28/2015	R15-089301	AS REFUND-S/N DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$75.00
ROSALES, DEBBIE	15821	09/10/2015	9/12-9/15/15	TRAVEL PER DIEM & MILEAGE-NEW WORLD SYSTEMS EXEC. CUSTOMER CONF.	\$278.40
	15895	09/21/2015	TRAVEL REIMB.	REIMBURSE TRAVEL EXPENSE DURING NEW WORLD SYS CONF. 9/12-9/15/15	\$50.00
Remit to: PERRIS, CA					<b>FYTD:</b> \$2,328.40
ROTO-ROOTER PLUMBERS	15810	09/08/2015	IE265566	PLUMBING REPAIR AT COMMUNITY PARK-MAIN LINE CLEARED/QC CAMERA	\$225.00
Remit to: RANCHO CUCAMONGA, CA					<b>FYTD:</b> \$225.00
RUIZ, SAMUEL	226336	09/21/2015	MV2150204040	REFUND-PARKING CITATION OVERPAYMENT	\$58.00
Remit to: PERRIS, CA					<b>FYTD:</b> \$58.00

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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>
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP	15896	09/21/2015	79861	5-YEAR SPRINKLER CERT. & REPORT-ANIMAL SHELTER	\$650.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$884.24
SANDOVAL, MILDRED	226211	09/08/2015	R15-088508	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: CORONA, CA					<u>FYTD:</u> \$20.00
SANTOS-VERA, MARIA	226381	09/28/2015	1284946	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
SCHIEFELBEIN, LORI C.	226293	09/21/2015	AUG 2015	CONSULTANT SERVICES-ROTATIONAL TOW SERVICE PROGRAM	\$591.25
Remit to: BULLHEAD CITY, AZ					<u>FYTD:</u> \$2,117.50
SECTRAN SECURITY, INC	226359	09/28/2015	15080722	ARMORED TRANSPORT SERVICES-AUG 2015	\$960.75
		09/28/2015	15090720	ARMORED TRANSPORT SERVICES-SEPT 2015	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,444.50
SECURITY LOCK & KEY	15946	09/28/2015	27367	LOCK REPAIR - RIDGECREST PARK	\$213.89
		09/28/2015	27348	LOCK REPAIR - BETHUNE PARK	
Remit to: YUCAIPA, CA					<u>FYTD:</u> \$1,837.16
SEETDAWN LLC	226337	09/21/2015	ACCT 14287	OVERPAYMENT FOR FALSE ALARM ACCT 14287	\$17.11
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$17.11
SERTA MATTRESS	226294	09/21/2015	03013757-001	FIRE STATION #65 BEDDING REPLACEMENT	\$1,960.68
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,960.68

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SHARABEEN, IHAB	226261	09/14/2015	1282188	REFUND FOR TIME FOR TOTS STUDENT DROPPED	\$39.60
Remit to: MORENO VALLEY, CA					FYTD: \$39.60
SIGLER WHOLESALE DISTRIBUTORS	226295	09/21/2015	INV-RVS15006168	PARTS FOR COTTONWOOD HVAC UNITS	\$260.57
Remit to: LOS ANGELES, CA					FYTD: \$17,107.54
SIMPLOT PARTNERS	226185	09/08/2015	205029793	FERTILIZER/AG CHEMICALS FOR CITY PARKS	\$1,549.81
Remit to: LOS ANGELES, CA					FYTD: \$5,845.61
SINGER & COFFIN, APC	15820	09/08/2015	4498	CONSULTANT INVOICE MORENO BEACH PH1 801 0038 70 77	\$306.00
Remit to: IRVINE, CA					FYTD: \$748.50
SKECHERS	226338	09/21/2015	701366901	SOLAR INCENTIVE REBATE	\$10,156.13
Remit to: MANHATTAN BEACH, CA					FYTD: \$10,156.13
SKONBERG, RIX	15897	09/21/2015	9/30-10/2/15	TRAVEL PER DIEM-LEAGUE OF CA. CITIES 2015 ANNUAL CONF.	\$140.00
Remit to: LA VERNE, CA					FYTD: \$650.00
SKY PUBLISHING	15898	09/21/2015	15_5_121	1/2 PAGE ADVERTISEMENT-BIN COLLECTION EVENT	\$3,000.00
		09/21/2015	15_5_119	FULL PAGE ADVERTISEMENT-HHW EVENT	
		09/21/2015	15_5_120	1/2 PAGE ADVERTISEMENT-USED OIL RECYCLING EVENT	
	15947	09/28/2015	15_P_184	PRINTING OF FALL 2015 SOARING RECREATION GUIDES	\$11,639.00
Remit to: MORENO VALLEY, CA					FYTD: \$19,546.00

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SKY TRAILS MOBILE VILLAGE	15899	09/21/2015	AUG 2015	REFUND UUT AUGUST 2015	\$46.99
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$173.04
SOCAL OFFICE TECHNOLOGIES, INC.	15900	09/21/2015	IN46293	ADDTL. TAX DUE FOR PREVIOUSLY PAID INVOICE# IN46292	\$84.11
Remit to: CYPRESS, CA					<b>FYTD:</b> \$84.11
SOCO GROUP, INC	15948	09/28/2015	0196806-IN	DIESEL FUEL FOR GENERATOR AT ANIMAL SHELTER	\$269.23
Remit to: PERRIS, CA					<b>FYTD:</b> \$79,017.36
SOLAR SERVICE CENTER, INC.	226212	09/08/2015	B1502393	REFUND-80% PLAN CK FEE (PROJ. CANCELLED)	\$107.20
	226213	09/08/2015	B1502392	REFUND-80% PERMIT FEES (PROJ. CANCELLED)	\$146.32
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$107.20
SOLARCITY CORPORATION	226214	09/08/2015	B1501923	REFUND-80% PERMIT FEE (PROJ. CANCELLED)	\$133.76
	226215	09/08/2015	B1500131	REFUND-80% PERMIT FEE (PROJ. CANCELLED)	\$133.76
Remit to: SAN MATEO, CA					<b>FYTD:</b> \$133.76
SOUTH COAST AIR QUALITY MGMT DISTRICT	226296	09/21/2015	2864076	ANNUAL OPERATING FEES-LIQUID FUEL DISPENSING SYSTEM-FS#48	\$223.89
		09/21/2015	2862864	EMISSIONS FEE-FS #48	
Remit to: DIAMOND BAR, CA					<b>FYTD:</b> \$915.76
SOUTHERN CALIFORNIA EDISON 1	226186	09/08/2015	AUG-15 9/8/15	ELECTRICITY	\$9,583.62
Remit to: ROSEMEAD, CA					<b>FYTD:</b> \$890,750.96

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SOUTHERN CALIFORNIA GAS CO.	226299	09/21/2015	AUG-2015	GAS CHARGES	\$3,254.54
Remit to: MONTEREY PARK, CA					FYTD: \$22,566.49
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY	15842	09/14/2015	0815	SHARED COST FOR ASTORIA PROJ/AUG 2015 PALO VERDE BILLING	\$285.96
Remit to: GLENDORA, CA					FYTD: \$285.96
SOUTHERN PET SUPPLIES	15843	09/14/2015	9505	PET SUPPLIES-ASSORTED LEADS	\$382.45
Remit to: SAN DIEGO, CA					FYTD: \$1,303.75
SPARKLETTS	15811	09/08/2015	10050036 080215	BOTTLED WATER/SVC.-EOC/ERF	\$174.12
		09/08/2015	7364551 072315	BOTTLED WATER/SVC.-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"	
		09/08/2015	7364551 082315	BOTTLED WATER/SVC.-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"	
	15901	09/21/2015	7363683 090215	BOTTLED WATER/SVC.-ARMADA ELEMENTARY "A CHILD'S PLACE"	\$50.35
		09/21/2015	7364596 090215	BOTTLED WATER/SVC.-CREEKSIDE ELEMENTARY "A CHILD'S PLACE"	
		09/21/2015	7387294 090715	BOTTLED WATER/SVC.-COTTONWOOD GOLF COURSE STAFF	
Remit to: DALLAS, TX					FYTD: \$490.30
SPRINT	15949	09/28/2015	417544340-105	CELLULAR PHONE SVC-PD GTF UNIT	\$146.83
		09/28/2015	634235346-059	CELLULAR PHONE SVC-PD SET UNIT	
		09/28/2015	634235346-060	CELLULAR PHONE SVC-PD SET UNIT	
Remit to: CAROL STREAM, IL					FYTD: \$226.67

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STANLEY CONVERGENT SECURITY SOLUTNS, INC	15902	09/21/2015	12477529	SECURITY SYSTEM MONITORING-SUNNYMEAD & BETHUNE PARKS SNACK BARS	\$4,833.86
		09/21/2015	12718533	EOC ALARM SYSTEM REPAIRS	
		09/21/2015	12574554	SECURITY SYSTEM MONITORING-MORRISON PARK SNACK BAR/AUG-OCT 2015	
		09/21/2015	12579767	SECURITY SYSTEM MONITORING-LASSELLE SPORTS PARK/AUG-OCT 2015	
		09/21/2015	12655626	SECURITY SYSTEM MONITORING-SUNNYMEAD & BETHUNE PARKS SNACK BARS	
		09/21/2015	12569977	SECURITY SYSTEM MONITORING-SUNNYMEAD & BETHUNE PARKS SNACK BARS	
Remit to: PALATINE, IL					<u>FYTD:</u> \$12,190.04
STATE BOARD OF EQUALIZATION 1	15918	09/23/2015	083115	SALES & USE TAX REPORT FOR 8/1-8/31/15	\$1,275.00
	226187	09/08/2015	2016-00000086	1015 - GARNISHMENT - CREDITOR %	\$457.30
	226300	09/21/2015	2016-00000107	1015 - GARNISHMENT - CREDITOR %	\$36.07
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$8,497.32
STATE DISBURSEMENT UNIT	15778	09/04/2015	2016-00000096	1005 - GARNISHMENT - CHILD SUPPORT*	\$2,983.04
	15856	09/18/2015	2016-00000118	1005 - GARNISHMENT - CHILD SUPPORT*	\$2,983.04
Remit to: WEST SACRAMENTO, CA					<u>FYTD:</u> \$18,558.12
STEADMAN, KRISTALYNN	226382	09/28/2015	R15-089844	AS REFUND-ADOPT,VACS,CHIP	\$50.00
Remit to: MURRIETA, CA					<u>FYTD:</u> \$50.00

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STILES ANIMAL REMOVAL, INC.	226188	09/08/2015	104858	DECEASED LARGE ANIMAL REMOVAL SERVICES-JUL15	\$450.00
Remit to: GUSTI, CA					<u>FYTD:</u> \$1,200.00
STRADLING, YOCCA, CARLSON & RAUTH	15950	09/28/2015	300508-0032	LEGAL SERVICES-NSP AGREEMENTS	\$9,679.26
		09/28/2015	300510-0000	LEGAL SERVICES-SUCCESSOR AGENCY	
		09/28/2015	300573-0000	LEGAL SERVICES-SUCCESSOR AGENCY	
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$15,729.23
SUNNYMEAD ACE HARDWARE	226301	09/21/2015	63215	MISC. SUPPLIES FOR PD	\$33.63
		09/21/2015	63108	MISC. SUPPLIES FOR PD	
		09/21/2015	63095	MISC. SUPPLIES FOR PD	
	226362	09/28/2015	62795	MISC. SUPPLIES FOR FIRE STATION #48	\$217.34
		09/28/2015	62471	MISC. SUPPLIES FOR FIRE STATION	
		09/28/2015	61984	MISC. SUPPLIES FOR FIRE STATION	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$429.90
SUNNYMEAD ANIMAL HOSPITAL	226189	09/08/2015	284267	VETERINARY SERVICES FOR PATROL K-9 OZZIE	\$19.87
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$19.87
SUNNYMEAD VETERINARY CLINIC	226216	09/08/2015	PA14-0041	REFUND-40% PLANNING PERMIT FEES (PROJ. CANCELLED)	\$5,290.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,290.60
TAHER, MAHMUD	226383	09/28/2015	1284949	TOWNGATE RENTAL REFUND DEPOSIT MINUS AMOUNT DUE	\$175.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$175.00

Attachment: September 2015 Payment Register (2015-110 : PAYMENT REGISTER - SEPTEMBER 2015)





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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>
TATTA, LEE	226217	09/08/2015	R15-089475	AS REFUND-ADOPT,CHIP,VACS	\$50.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$50.00
TAYLOR, ASHLEY	226262	09/14/2015	1282575	REFUND FOR PEE WEE BASKETBALL LEAGUE SCHEDULE CONFLICT	\$62.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$62.00
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	15813	09/08/2015	2016-00000087	4511 - FSA - MED CARE REIMB 2016*	\$5,590.00
		09/08/2015	88683	FLEX & COBRA ADMIN FEES-AUG15	
	15903	09/21/2015	2016-00000108	4511 - FSA - MED CARE REIMB 2016*	\$4,293.25
Remit to: TEMECULA, CA					<u>FYTD:</u> \$148,650.07
THERMAL-COOL INC.	226302	09/21/2015	WO-7404	HVAC REPAIR SERVICE-ANNEX #1	\$23,233.96
		09/21/2015	W/O 7714	COMPRESSOR ON AC UNIT#1-PSB	
		09/21/2015	WO-7452	HVAC REPAIR SERVICE-MFPCC	
		09/21/2015	WO-7499	HVAC REPAIR SERVICE-LIBRARY	
		09/21/2015	WO-7516	HVAC REPAIR SERVICE-MFPCC	
		09/21/2015	WO-7535	YASAKAWA Z1000 30 HP-PSB	
		09/21/2015	WO-7536	HVAC REPAIR SERVICE-PSB	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$70,998.93
THOMPSON COBURN LLP	15845	09/14/2015	3118295	LEGAL SERVICES FOR MVU RE: INTERCONNECTION ISSUES-JUL15	\$7,693.24
		09/14/2015	3118313	LEGAL SERVICES FOR MVU RE: RELIABILITY STANDARD COMPLIANCE-JUL15	
Remit to: WASHINGTON, DC					<u>FYTD:</u> \$9,655.49

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THOMPSON, JAMES	226218	09/08/2015	1277827	REFUND FOR DEPOSIT SCOOTER ZONE PERMIT 28427	\$75.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$75.00
THOMSON REUTERS-WEST PUBLISHING CORP.	226367	09/28/2015	832490063	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-AUG15	\$753.98
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$2,261.94
TIME WARNER CABLE	226303	09/21/2015	INV-90054804	RECYCLING COMMERCIALS 7/27-8/30/15 MONDAY NIGHT FOOTBALL PACKAGE	\$130.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$130.00
TMH ROOFING, INC.	226219	09/08/2015	B1401265	REFUND-80% PERMIT FEE (PROJ. CANCELLED)	\$133.76
Remit to: MENIFEE, CA					<u>FYTD:</u> \$133.76
TRAN, ALICIA	226220	09/08/2015	R15-089619	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
TRICHE, TARA	15905	09/21/2015	SEP-2015	INSTRUCTOR SERVICES-DANCE CLASSES	\$2,160.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,938.20
TUKES, JOSHUA	15814	09/08/2015	AUG-2015	INSTRUCTOR SERVICES-WATERCOLOR TECHNIQUE CLASS	\$144.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$312.00

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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>
TW TELECOM HOLDINGS, INC	15815	09/08/2015	07874057a	INTERNET & DATA SERVICES	\$5,040.55
		09/08/2015	07874057	TELECOM SVCS.-LOCAL/LONG DISTANCE CALLS	
	15951	09/28/2015	08125024a	INTERNET & DATA SERVICES	\$4,622.84
		09/28/2015	08125024	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS	
Remit to: DENVER, CO					<u>FYTD:</u> \$17,530.20
TWINING LABORATORIES OF SO. CALIFORNIA	226304	09/21/2015	58396	CONSULTANT - PERRIS WDNG	\$6,647.00
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$18,087.00
ULTRASERV AUTOMATED SERVICES, LLC	226363	09/28/2015	3590:027464	COFFEE SVC. SUPPLIES-ANNEX #1	\$1,671.58
		09/28/2015	3590:027274	COFFEE SVC. SUPPLIES-CONFERENCE & REC. CTR.	
		09/28/2015	3590:026954	COFFEE SVC. SUPPLIES-CITY HALL/BREAKROOM LOCATION	
		09/28/2015	3590:027250	COFFEE SVC. SUPPLIES-CITY HALL/BREAKROOM LOCATION	
		09/28/2015	3590:026956	COFFEE SVC. SUPPLIES-CITY YARD	
		09/28/2015	3590:026950	COFFEE SVC. SUPPLIES-ANNEX #1	
		09/28/2015	3590:027473	COFFEE SVC. SUPPLIES-CITY HALL/CITY CLERK LOCATION	
		09/28/2015	3590:027252	COFFEE SVC. SUPPLIES-CITY YARD	
09/28/2015	3590:027476	COFFEE SVC. SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION			
Remit to: COSTA MESA, CA					<u>FYTD:</u> \$12,753.35

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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>
UNDERGROUND SERVICE ALERT	15906	09/21/2015	820150460 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-AUG15	\$373.50
		09/21/2015	820150460 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-AUG15	
		09/21/2015	820150460 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-AUG15	
		09/21/2015	820150460 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-AUG15	
	15907	09/21/2015	720150464 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUL15	\$357.00
		09/21/2015	720150464 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUL15	
		09/21/2015	720150464 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUL15	
		09/21/2015	720150464 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUL15	
Remit to: CORONA, CA					<b>FYTD:</b> \$1,401.00
UNION BANK OF CALIFORNIA 1	226305	09/21/2015	936006	INVESTMENT CUSTODIAL SERVICES-JUL 2015	\$334.67
	226364	09/28/2015	941193	INVESTMENT CUSTODIAL SERVICES-AUG 2015	\$364.67
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$3,118.36
UNITED ROTARY BRUSH CORP	15817	09/08/2015	286078	STREET SWEEPER BROOM KITS/RECONDITIONING	\$3,483.91
		09/08/2015	285970	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS	
	15952	09/08/2015	286209	STREET SWEEPER BROOM KITS/RECONDITIONING	\$5,050.11
		09/28/2015	286314	STREET SWEEPER BROOM KITS/RECONDITIONING	
		09/28/2015	286633	STREET SWEEPER BROOM KITS/RECONDITIONING	
		09/28/2015	286747	STREET SWEEPER BROOM KITS/RECONDITIONING	
		09/28/2015	286553	STREET SWEEPER BROOM KITS/RECONDITIONING	
		09/28/2015	286419	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS	
Remit to: KANSAS CITY, MO					<b>FYTD:</b> \$13,195.51

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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>
UNITED STATES TREASURY - 4	226190	09/08/2015	2016-00000088	1001 - GARNISHMENT - IRS TAX LEVY	\$557.63
	226306	09/21/2015	2016-00000109	1001 - GARNISHMENT - IRS TAX LEVY	\$660.88
Remit to: FRESNO, CA					<u>FYTD:</u> \$2,643.13
UNITED WAY OF INLAND VALLEYS	15818	09/08/2015	2016-00000089	8720 - UNITED WAY	\$22.50
	15908	09/21/2015	2016-00000110	8720 - UNITED WAY	\$22.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$135.00
URRUTIA, DIALENA	15953	09/28/2015	SEP-2015	INSTRUCTOR SERVICES-INTERNATIONAL LATIN DANCE CLASSES	\$165.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$240.00
USA MOBILITY/ARCH WIRELESS	15954	09/28/2015	Y6218870I	PAGER SERVICE FOR ON-CALL TRAFFIC SIG. MAINT. STAFF	\$14.95
		09/28/2015	Y6218870H	PAGER SERVICE & HOLSTER FOR ON-CALL TRAFFIC SIG. MAINT. STAFF	
Remit to: SPRINGFIELD, VA					<u>FYTD:</u> \$19.63

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VACATE TERMITE & PEST ELIMINATION COMPANY	15909	09/21/2015	60049	PEST CONTROL SERVICE-TRANSP. TRAILER	\$3,232.50
		09/21/2015	59124	PEST CONTROL SERVICE-CITY HALL	
		09/21/2015	58880	PEST CONTROL SERVICE-FIRE STATION #65	
		09/21/2015	59132	PEST CONTROL SERVICE-ANNEX 1	
		09/21/2015	59131	PEST CONTROL SERVICE-SUNNYMEAD PARK	
		09/21/2015	59130	PEST CONTROL SERVICE-MARCH FIELD/SKATE PARK	
		09/21/2015	59129	PEST CONTROL SERVICE-MORRISON PARK (SNACK BAR)	
		09/21/2015	59136	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	
		09/21/2015	58884	PEST CONTROL SERVICE-FIRE STATION #6	
		09/21/2015	58857	RODENT CONTROL SERVICES-SUNNYMEAD PARK	
		09/21/2015	59127	PEST CONTROL SERVICE-CELEBRATION PARK (RESTROOM)	
		09/21/2015	58858	RODENT CONTROL SERVICES-COTTONWOOD GOLF CENTER	
		09/21/2015	59123	PEST CONTROL SERVICE-CONFERENCE & REC. CTR.	
		09/21/2015	58879	PEST CONTROL SERVICE-FIRE STATION #99	
		09/21/2015	59137	PEST CONTROL SERVICE-TRANSP. TRAILER	
		09/21/2015	59400	RODENT CONTROL SERVICES-SHADOW MTN. PARK	
		09/21/2015	58883	PEST CONTROL SERVICE-LIBRARY	
		09/21/2015	59134	PEST CONTROL SERVICE-ANIMAL SHELTER	
		09/21/2015	59690	PEST CONTROL SERVICE-FIRE STATION #99	
		09/21/2015	58887	PEST CONTROL SERVICE-SENIOR CENTER	
		09/21/2015	59689	PEST CONTROL SERVICE-FIRE STATION #48	
		09/21/2015	58889	PEST CONTROL SERVICE-FIRE STATION #91	
		09/21/2015	59120	PEST CONTROL SERVICE-EOC	
		09/21/2015	58881	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	



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VACATE TERMITE & PEST ELIMINATION COMPANY		09/21/2015	58878	PEST CONTROL SERVICE-FIRE STATION #48	
		09/21/2015	60046	PEST CONTROL SERVICE-ANIMAL SHELTER	
		09/21/2015	59695	PEST CONTROL SERVICE-FIRE STATION #6	
		09/21/2015	59829	RODENT CONTROL SERVICES-EQUESTRIAN CENTER	
		09/21/2015	59700	PEST CONTROL SERVICE-FIRE STATION #91	
		09/21/2015	58854	RODENT CONTROL SERVICES-MORRISON PARK	
		09/21/2015	59698	PEST CONTROL SERVICE-SENIOR CENTER	
		09/21/2015	59694	PEST CONTROL SERVICE-LIBRARY	
		09/21/2015	59699	PEST CONTROL SERVICE-FIRE STATION #2	
		09/21/2015	60034	PEST CONTROL SERVICE-EOC	
		09/21/2015	60035	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG.	
		09/21/2015	60036	PEST CONTROL SERVICE-CITY YARD	
		09/21/2015	60037	PEST CONTROL SERVICE-CONFERENCE & REC. CTR.	
		09/21/2015	58855	RODENT CONTROL SERVICES-CELEBRATION PARK	
		09/21/2015	59135	PEST CONTROL SERVICE-MARCH FIELD ASES BLDG.	
		09/21/2015	59691	PEST CONTROL SERVICE-FIRE STATION #65	
		09/21/2015	59670	RODENT CONTROL SERVICES-MARCH FIELD/SKATE PARK	
		09/21/2015	60048	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	
		09/21/2015	60259	PEST CONTROL SERVICE-FIRE STATION #58	
		09/21/2015	60038	PEST CONTROL SERVICE-CITY HALL	
		09/21/2015	59122	PEST CONTROL SERVICE-CITY YARD	
		09/21/2015	59692	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	
		09/21/2015	59399	RODENT CONTROL SERVICES-EDISON EASEMENT PARK	
		09/21/2015	59398	RODENT CONTROL SERVICES-EL POTRERO PARK	



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VACATE TERMITES & PEST ELIMINATION COMPANY		09/21/2015	59121	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG.	
		09/21/2015	59378	PEST CONTROL SERVICE-FIRE STATION #58	
		09/21/2015	58888	PEST CONTROL SERVICE-FIRE STATION #2	
		09/21/2015	59401	RODENT CONTROL SERVICES-CONFERENCE & REC. CTR.	
		09/21/2015	60047	PEST CONTROL SERVICE-MARCH FIELD ASES BLDG.	
		09/21/2015	60045	PEST CONTROL SERVICE-ANNEX 1	
		09/21/2015	58886	RODENT CONTROL SERVICES-ELECTRICAL SUBSTATION	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,437.50
VAL VERDE UNIFIED SCHOOL DISTRICT	226307	09/21/2015	J1072	TEAM APPAREL FOR SPORTS PROGRAM	\$3,392.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$3,392.00
VANTWIST, JEFFREY	226263	09/14/2015	R15-088496	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$75.00

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VARIABLE SPEEDS SOLUTIONS INC	15955	09/28/2015	12976	PUMP PREVENTIVE MAINTENANCE-ZONE D	\$2,850.00
		09/28/2015	12975	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN 05	
		09/28/2015	12970	PUMP PREVENTIVE MAINTENANCE-ZONE D	
		09/28/2015	12849	PUMP PREVENTIVE MAINTENANCE-ZONE D	
		09/28/2015	12977	PUMP PREVENTIVE MAINTENANCE-ZONE M	
		09/28/2015	12844	PUMP PREVENTIVE MAINTENANCE-ZONE D	
		09/28/2015	12973	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN 01	
		09/28/2015	12971	PUMP PREVENTIVE MAINTENANCE-ZONE D	
		09/28/2015	12972	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN 03	
		09/28/2015	12117	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN 05	
		09/28/2015	12823	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN 06	
		09/28/2015	12974	PUMP PREVENTIVE MAINTENANCE-SD LDM ZN 05	
		09/28/2015	12846	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN 04	
		09/28/2015	12845	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN 06	
	09/28/2015	12847	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN 06		

Remit to: HUNTINGTON BEACH, CA FYTD: \$3,480.00

VASQUEZ & COMPANY LLP	15847	09/14/2015	2150639-IN	AUDIT SERVICES-CITY FINANCIAL STMTS. FOR FY 14/15-SECOND BILLING	\$23,000.00
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Remit to: LOS ANGELES, CA FYTD: \$50,000.00

VEHICLE REGISTRATION COLLECTIONS	226191	09/08/2015	2016-00000090	1015 - GARNISHMENT - CREDITOR %	\$64.47
	226308	09/21/2015	2016-00000111	1015 - GARNISHMENT - CREDITOR %	\$56.18

Remit to: RANCHO CORDOVA, CA FYTD: \$120.65

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VERIZON	226309	09/21/2015	EQN6913105-15240	BACKBONE COMMUNICATION CHARGES 8/28-9/27/15	\$2,850.22
Remit to: TRENTON, NJ					<b>FYTD:</b> \$4,029.35
VERIZON CALIFORNIA	226310	09/21/2015	1258220327AUG-15	FIOS SERVICES FOR FIRE STATION 99	\$120.20
	226365	09/28/2015	1258220327SEPT15	FIOS SERVICES FOR FIRE STATION 99	\$767.23
		09/28/2015	951 UH2-7052-SEP	PHONE CHARGES - ERC	
Remit to: DALLAS, TX					<b>FYTD:</b> \$4,231.12
VERIZON WIRELESS	226241	09/14/2015	9750488266	CELLULAR SERVICE FOR PD TRAFFIC TICKET WRITERS	\$164.10
	226366	09/28/2015	9752135444	CELLULAR SERVICE FOR PD TRAFFIC TICKET WRITERS	\$164.10
Remit to: DALLAS, TX					<b>FYTD:</b> \$490.80
VICTOR MEDICAL CO	226192	09/08/2015	3798753	ANIMAL MEDICAL SUPPLIES/VACCINES	\$1,537.65
Remit to: LAKE FOREST, CA					<b>FYTD:</b> \$1,537.65
VOYA INSURANCE AND ANNUITY COMPANY	226311	09/21/2015	2016-00000112	8792 - VOYA (FORMERLY ING) - EMPLOYEE *	\$325.00
Remit to: DES MOINES, IA					<b>FYTD:</b> \$975.00
VOYAGER FLEET SYSTEM, INC.	15848	09/14/2015	869211615535	CNG FUEL PURCHASES	\$2,973.33
	15849	09/14/2015	869336602535	FUEL CARD PURCHASES	\$1,350.90
Remit to: HOUSTON, TX					<b>FYTD:</b> \$13,181.31

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VULCAN MATERIALS CO, INC.	15956	09/28/2015	70817704	ASPHALTIC MATERIALS	\$4,441.67
		09/28/2015	70852206	ASPHALTIC MATERIALS	
		09/28/2015	70856705	ASPHALTIC MATERIALS	
		09/28/2015	70817703	ASPHALTIC MATERIALS	
		09/28/2015	70846855	ASPHALTIC MATERIALS	
		09/28/2015	70854516	ASPHALTIC MATERIALS	
		09/28/2015	70809879	ASPHALTIC MATERIALS	
		09/28/2015	70821067	ASPHALTIC MATERIALS	
		09/28/2015	70825289	ASPHALTIC MATERIALS	
		09/28/2015	70854515	ASPHALTIC MATERIALS	
		09/28/2015	70821068	ASPHALTIC MATERIALS	
		09/28/2015	70805397	ASPHALTIC MATERIALS	
		09/28/2015	70807728	ASPHALTIC MATERIALS	
		09/28/2015	70850007	ASPHALTIC MATERIALS	
		09/28/2015	70839291	ASPHALTIC MATERIALS	
		09/28/2015	70812814	ASPHALTIC MATERIALS	
		09/28/2015	70814902	ASPHALTIC MATERIALS	
		09/28/2015	70839292	ASPHALTIC MATERIALS	
		09/28/2015	70805396	ASPHALTIC MATERIALS	
		09/28/2015	70841465	ASPHALTIC MATERIALS	
		09/28/2015	70834502	ASPHALTIC MATERIALS	
		09/28/2015	70825288	ASPHALTIC MATERIALS	
		09/28/2015	70846854	ASPHALTIC MATERIALS	
		09/28/2015	70858920	ASPHALTIC MATERIALS	

Attachment: September 2015 Payment Register (2015-110 : PAYMENT REGISTER - SEPTEMBER 2015)



City of Moreno Valley  
Payment Register  
For Period 9/1/2015 through 9/30/2015

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>
VULCAN MATERIALS CO, INC.		09/28/2015	70812815	ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					<b>FYTD: \$8,917.13</b>
WELLS FARGO CORPORATE TRUST	226312	09/21/2015	1224015	ANNUAL TRUSTEE FEE-CSCDA TRIP 2013A 8/29/15-8/28/16	\$2,000.00
Remit to: MINNEAPOLIS, MN					<b>FYTD: \$1,243,616.88</b>
WESTERN MUNICIPAL WATER DISTRICT	226368	09/28/2015	23821-018257/AG5	WATER CHARGES-MFPCC LANDSCAPE	\$4,060.55
		09/28/2015	24753-018620/AG5	WATER CHARGES-MARB BALLFIELDS	
		09/28/2015	23866-018292/AG5	WATER CHARGES-SKATE PARK	
		09/28/2015	23821-018258/AG5	WATER CHARGES-MFPCC BLDG. 938	
Remit to: ARTESIA, CA					<b>FYTD: \$10,919.58</b>
WILLDAN FINANCIAL SERVICES	15819	09/08/2015	010-28580	2015 DIF STUDY SERVICES-JUL 2015	\$9,631.00
	15910	09/21/2015	010-28022	PREPARATION OF A BOUNDARY MAP-CDF CONVERSION	\$450.00
	15957	09/28/2015	010-28795	2015 DIF STUDY SERVICES-AUG 2015	\$9,300.00
Remit to: TEMECULA, CA					<b>FYTD: \$43,261.00</b>
WILLIS, ROBERT H	226193	09/08/2015	082315	SPORTS OFFICIATING SERVICES-SOFTBALL	\$105.00
		09/08/2015	082015	SPORTS OFFICIATING SERVICES-SOFTBALL	
	226313	09/21/2015	090515 / 090615	SPORTS OFFICIATING SERVICES-SOFTBALL	\$147.00
		09/21/2015	082715	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: PERRIS, CA					<b>FYTD: \$903.00</b>
WITHERSPOON, ALEXIS	226221	09/08/2015	1278334	REFUND DID NOT LIKE THE CLASS	\$37.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$37.00</b>

Attachment: September 2015 Payment Register (2015-110 : PAYMENT REGISTER - SEPTEMBER 2015)



City of Moreno Valley  
Payment Register  
For Period 9/1/2015 through 9/30/2015

**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>
WRCRCA	226243	09/14/2015	CACTUS AVE PROJ.	MSHCP FEES FOR CACTUS AVENUE ROAD WIDENING PROJECT	\$5,708.99
Remit to: RIVERSIDE, CA					<b>FYTD: \$476,093.42</b>
XEROX CAPITAL SERVICES, LLC	15911	09/21/2015	080727257	COPIER LEASE FOR PARKS DEPT.-JUL15	\$5,838.71
		09/21/2015	081155069	COPIER LEASE/BILLABLE PRINTS FOR GRAPHICS DEPT.-AUG15	
		09/21/2015	080240739	COPIER LEASE FOR GRAPHICS DEPT.-JUL15	
		09/21/2015	080727255	COPIER LEASE/BILLABLE PRINTS FOR GRAPHICS DEPT.-JUL15	
		09/21/2015	080727256	COPIER LEASE FOR GRAPHICS DEPT.-AUG15	
		09/21/2015	080805190	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.-JUL15	
		09/21/2015	081155070	COPIER LEASE FOR GRAPHICS DEPT.-SEP15	
		09/21/2015	081249263	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.-AUG15	
		09/21/2015	081155071	COPIER LEASE FOR PARKS DEPT.-AUG15	
Remit to: PASADENA, CA					<b>FYTD: \$8,149.53</b>
ZUMAR INDUSTRIES, INC.	15958	09/28/2015	0160377	SIGNS FOR CITY PARKS & CFD #1 PARKS	\$1,675.08
Remit to: SANTA FE SPRINGS, CA					<b>FYTD: \$1,675.08</b>
<b>TOTAL CHECKS UNDER \$25,000</b>					<b>\$840,095.18</b>
<b>GRAND TOTAL</b>					<b>\$10,594,849.96</b>

Attachment: September 2015 Payment Register (2015-110 : PAYMENT REGISTER - SEPTEMBER 2015)



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Mike Lee, Economic Development Director

**AGENDA DATE:** December 15, 2015

**TITLE:** EMPLOYMENT RESOURCE CENTER MEMORANDUM OF UNDERSTANDING

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the Memorandum of Understanding (MOU) between the City of Moreno Valley and the County of Riverside Workforce Development Division.
2. Authorize staff to execute the MOU as to form and all necessary documents with the County.

### **SUMMARY**

Staff submits a Memorandum of Understanding (MOU) with the County of Riverside Workforce Development Division outlining the obligations of each agency in the effective operation of the Moreno Valley Employment Resource Center.

### **DISCUSSION**

During the height of the Great Recession in 2009, the City established the Moreno Valley Employment Resource Center (ERC) in response to a growing unemployment rate. Operated in partnership with the County of Riverside Workforce Development Division, the Moreno Valley ERC serves as a one-stop shop providing workforce development services to job seekers and to local employers looking to hire qualified candidates.

Located at 12625 Frederick Street, Suite K-3, in the TownGate Center, the ERC is open to the public Monday-Thursday and every other Friday from 8 a.m. to 5 p.m. In Fiscal Year 2014-15, the ERC served over 12,000 individual visits and provided over 33,000 service contacts. Services provided include:

1. Computer, internet, and fax machine access
2. Job boards
3. Skills workshops
4. Resume and mock interviewing support
5. Job recruitment fairs
6. Candidate screening and interviewing

The MOU (Attachment A) outlines the responsibilities of the City and the County in the operations of the Moreno Valley ERC. Under the terms of the MOU, the City will provide a location to host the ERC, pay for the day-to-day operating costs at the facility (e.g. utilities, computers, and program supplies), and will provide a temporary part-time City employee, all funded by the Community Development Block Grant (CDBG) program. The current year CDBG funding allocation for these services is \$66,000. The County will provide workforce development expertise in the way of three (3) full-time staff members, oversee the day-to-day operations of the facility, host events such as job fairs and recruitments, provide workshops, establish and maintain working relationships with local employers, and track participant data and use through the County workforce database. The proposed MOU is an evergreen (automatically renewed) agreement with a 90-day notice to terminate.

Since opening its doors, the ERC has been at the forefront of reducing the unemployment rate that peaked at 17.5% during the height of the Great Recession to the current 6.7%, effectively succeeding in putting thousands of Moreno Valley residents back to work and improving the quality of life for job seekers and their families. The ERC partnership has also played a critical role in the implementation of the City Council's Hire MoVal strategy which offers Moreno Valley businesses the opportunity to utilize the ERC for job fair and announcements as well as electric rate discounts to employers who hire Moreno Valley residents.

Upon City Council approval of the MOU, this item will be brought to the County for consideration and approval.

### **ALTERNATIVES**

1. Approve the attached MOU and authorize staff to execute all necessary documents with the County for the operation of the ERC. This alternative will allow for the continued partnership and provision of workforce development services to Moreno Valley's residents and businesses. Staff recommends this alternative.
2. Decline to approve the attached MOU and decline to authorize staff to execute the supporting documents. This alternative will result in reduced workforce development services for Moreno Valley's residents and businesses. Staff does not recommend this alternative.

### **FISCAL IMPACT**

Authorizing execution of the MOU has no impact on the General Fund. Under the terms of the MOU, the City will provide a location to host the ERC, pay for the day-to-day operating costs at the facility (e.g. utilities, computers, and program supplies), and will provide a temporary part-time City employee. These expenses are funded by the Community Development Block Grant (CDBG) program. The MOU is necessary for the continued use of CDBG funding.

**NOTIFICATION**

Publication of the Agenda

**PREPARATION OF STAFF REPORT**

Prepared By:  
Jackie Melendez  
Management Analyst

Department Head Approval:  
Mike Lee  
Economic Development Director

**CITY COUNCIL GOALS**

**Advocacy.** Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

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

**ATTACHMENTS**

- 1. ERC MOU

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	11/24/15 12:22 PM
City Attorney Approval	<u>✓ Approved</u>	11/25/15 3:10 PM
City Manager Approval	<u>✓ Approved</u>	12/01/15 11:19 AM



**MEMORANDUM OF  
UNDERSTANDING**

between

County of Riverside Economic Development Agency/  
Workforce Development Division

and

City of Moreno Valley/Economic Development Department

This Memorandum of Understanding (“MOU”) is made and entered into the \_\_\_\_\_ day of 2015, by and between the County of Riverside, a political subdivision of the State of California, by and through its Economic Development Agency/Workforce Development Division (collectively “County”), and the City of Moreno Valley, a local government agency located in Riverside County, by and through its Economic Development Department (collectively “City”). The County and City are collectively referred to herein as the “Parties.”

**1. Purpose**

This MOU outlines the agreement between the Parties to provide workforce development services such as job recruitment and employment training programs to job seekers and employers at the Moreno Valley Employment Resource Center (ERC). The ERC is currently located at 12625 Frederick Street, Suite K-3, Moreno Valley, CA 92553.

**2. Background**

Created in 2009, the Moreno Valley ERC is a one-stop job resource center offered by the City of Moreno Valley in partnership with the Riverside County Workforce Development Center. The mission of the Moreno Valley ERC is to provide high quality workforce development services such as job recruitment, workshops, and training assistance to job seekers and employers in a professional and highly responsive environment.

**3. Party Obligations**

Through the County and City partnership set forth in this MOU, the Parties will cooperate to provide high quality workforce development services such as job recruitment, workshops, and training assistance to job seekers and employers in a professional and highly responsive environment.

The Parties shall work together and perform as follows:

**A. County Obligations**

The County agrees as follows:

- a. Oversee the day-to-day operations of the ERC facility in Moreno Valley;
- b. Provide a minimum of three (3) full-time employees assigned solely to the ERC, including an onsite staff supervisor/coordinator.
- c. Ensure that the ERC remain open during regularly posted business hours: Monday-

- Thursday 8:00 a.m.-5:00 p.m. and every other Friday. Any changes to the hours of operation must be approved by both Parties. Post signage announcing holiday closures;
- d. Coordinate staff schedules to ensure adequate coverage, including the coordination of City and County holidays;
  - e. Oversee staff training programs;
  - f. Maintain a professional and customer focused work environment;
  - g. Recruit, coordinate, and supervise all volunteers. Volunteers must pass a background check and be at least 18 years of age and/or be enrolled in a State and Federal program;
  - h. Report any and all issues concerning facilities and equipment (including but not limited to bathrooms, computers, copiers, and fax machine) to the City by the close of the business day in which the issue was discovered;
  - i. Coordinate and maintain professional relationships with Moreno Valley employers including staffing agencies, giving priority to the former;
  - j. Assist in the advertising of services to potential job seekers and employers, including posting on RivCojobs.com;
  - k. Oversee the planning and execution of workforce development programs and services for job seekers such as workshops and trainings;
  - l. Report to the City all potential job recruitments at least five business days from the event;
  - m. Direct all media inquiries to the City, including but not limited to newspaper, radio, and television outlets;
  - n. Assist with special events, job fairs, and or recruitments and provide program flyers to advertise these events;
  - o. Assist with the coordination and collection of participant information for Community Development Block Grant (CDBG) program and tracking purposes via the County Virtual One Stop (VOS) and RivCo system; and
  - p. Assist with identifying, applying, and reporting for all grant funds.

## **B. City Obligations**

The City agrees as follows:

The City shall perform the following obligations and/or cause the following obligations to be performed:

- a. Provide and pay for a facility to host the ERC within Moreno Valley city limits;
- b. Provide for the monthly operating expenses, including utilities and site security;
- c. Provide one (1) management level site coordinator to serve as a liaison between the City and the County;
- d. Provide one (1) part-time Temporary Office Assistant assigned solely to the ERC, pending CDBG funding;
- e. Serve as the liaison between the ERC and the property manager/owner;
- f. Coordinate the purchase of office and janitorial supplies;
- g. Coordinate all maintenance and/or facility repairs; and  
Maintain all financial records for CDBG funded expenses and reporting.

**4. County Not Obligated for Any Costs**

The City acknowledges and agrees that the County shall not be liable for any costs incurred by the City, including any of its affiliates in connection with the administration and/or implementation of the Moreno Valley Employment Resource Center or any related partnership or program.

The City further acknowledges and agrees that the County shall not be liable in any way for payment of any costs, fees, wages or any other amounts to be paid to any party arising out of or related to (i) the Moreno Valley Employment Resource Center provided pursuant to this MOU, (ii) the administration and/or implementation of the Moreno Valley Employment Resource Center, and/or (iii) this MOU.

**5. General Terms**

It is further mutually agreed by the Parties as follows:

**A. Insurance**

Without limiting or diminishing the Partner’s obligation to indemnify or hold the County harmless, the City shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this MOU. As respects to the Insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, Workforce Development Board (WDB) and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**a. Workers’ Compensation:**

If the City has employees as defined by the State of California, the City shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers’ Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

**b. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of the City’s performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy’s limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit.

**c. Vehicle Liability:**

Attachment: ERC MOU (1792 : EMPLOYMENT RESOURCE CENTER MEMORANDUM OF UNDERSTANDING)

If vehicles or mobile equipment are used in the performance of the obligations under this MOU, then the City shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

**d. General Insurance Provisions - All lines:**

1) 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 A: VIII (A:8) unless such requirements are waived, in writing, by the County's Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The City must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this MOU. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, the City's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this MOU with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) The City shall cause the City's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that ninety (90) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance.

In the event of a material modification, cancellation, expiration, or reduction in coverage, this MOU shall terminate forthwith, unless the County of Riverside 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 coverage's set forth herein and the insurance required herein is in full force and effect. The City shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. 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.

4) It is understood and agreed to by the parties hereto that the City's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this MOU or any extension thereof, there is a material change in the obligations of the Parties; or, there is a material change in the equipment to be used in the performance of the obligation of the Parties; or, the term of this MOU, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this MOU, if in the County's Risk Manager's reasonable judgment, the amount or type of insurance carried by the City has become inadequate.

6) The City shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this MOU.

7) The insurance requirements contained in this MOU may be met with a program(s) of self-insurance acceptable to the County.

8) The City agrees to notify the County 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 MOU.

#### **B. Indemnity; Holdharmless**

The City shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, Workforce Development Board (WDB) and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any acts, services, misconduct or obligations of the City, including their respective officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of the City, including their respective officers, employees, subcontractors, agents or representatives Indemnitors from this MOU. The City shall defend, at their sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by the City, the City shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the City's indemnification to Indemnitees as set forth herein.

The City’s obligation hereunder shall be satisfied when the City has provided to County the appropriate form of dismissal relieving the County from any liability for the action or claim involved.

The specified insurance limits required in this MOU shall in no way limit or circumscribe the City obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

The County shall indemnify, defend and hold harmless City, their officers, employees, representatives, volunteers and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the County’s performance hereunder or its failure to comply with any of the County’s obligations contained in this MOU, except such loss or damage which was caused by the sole negligence or willful misconduct of City.

**C. Alternative Dispute**

The Parties agree that before either party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration that the Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in Riverside County. Each party shall bear its own expenses and costs associated with the mediation. The cost of mediator shall be shared equally by the Parties.

**D. Notices**

Any and all notices sent or required to be sent under this MOU shall be mailed to the following addresses, or any other address provided by the Parties in writing; and are deemed delivered one (1) day after their deposit in the United States Mail, postage prepaid:

County: County of Riverside Economic Development Agency/  
Workforce Development Division  
1325 Spruce Street, Suite 110  
Riverside, CA 92507  
Attn: Heidi Marshall, Director of Workforce Development

City: City of Moreno Valley  
Economic Development Department  
14177 Frederick Street  
Moreno Valley, CA, 92552  
Attn: Mike Lee, Economic Development Director

**E. Termination**

Either party may terminate this MOU for any reason by giving written notice to the designated representative of the other party ninety (90) days prior to the expiration of this MOU. Except as otherwise provided herein, upon termination of this MOU, neither party shall have any obligation to other.

Attachment: ERC MOU (1792 : EMPLOYMENT RESOURCE CENTER MEMORANDUM OF UNDERSTANDING)

## **F. Legal Authority**

Nothing in this MOU binds the County or City to perform any action that is beyond its legal authority.

## **G. Conflict of Interest**

No member, official or employee of the County or City shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

## **H. Confidentiality**

- a. The City shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this MOU. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; County information or data which is not subject to public disclosure; County operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- b. The City shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for general statistical information not identifying any person. The City shall not use such information for any purpose other than carrying out the City’s obligations under this MOU. The City shall promptly transmit in writing to the County all third party requests for disclosure of such information. The City shall not disclose, except as otherwise specifically permitted by this MOU or by law, any such information to anyone other than to the County. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

## **I. Interpretation and Governing Law; Severability**

This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this MOU, all Parties having been represented by counsel in the negotiation and preparation hereof.

Any legal action related to the performance or interpretation of this MOU shall be filed only

in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this MOU 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.

#### **J. No Third-Party Beneficiaries**

This MOU is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third Parties, including, but not limited to any businesses or individuals participating in the Moreno Valley Employment Resource Center, or any affiliates. No other person or entity shall have any right of action based upon the provisions of this MOU.

#### **K. Section Headings**

The Section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this MOU.

#### **L. Compliance with Laws and Regulations**

By executing this MOU, the Parties agree to comply with all applicable federal, state and local laws, regulations and ordinances.

#### **M. Waiver**

Any waiver by the County of any breach of any one or more of the terms of this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this MOU. Failure on the part of the County to require exact, full and complete compliance with any terms of this MOU shall not be construed as in any manner changing the terms or preventing the County from enforcement of the terms of this MOU.

#### **N. Authority to Execute**

The persons executing this MOU or exhibits attached hereto on behalf of the Parties to this MOU hereby warrant and represent that they have the authority to execute this MOU and warrant and represent that they have the authority to bind the respective Parties to this MOU to the performance of its obligations hereunder.

#### **O. Amendments and Modifications**

It is agreed that the rights, interests, understandings, agreements and obligations of the respective Parties pertaining to the subject matter of this MOU may not be amended, modified or supplemented in any respect except by a subsequent written instrument evidencing the express written consent of each of the Parties hereto and duly executed by the Parties.

#### **P. Administration/MOU Liaison**



The Assistant County Executive Officer of the Economic Development Agency, or designee, shall administer this MOU on behalf of the County.

**Q. Assignment**

The City shall not delegate or assign any interest in this MOU, and shall not transfer any interest in the same, whether by operation of law or otherwise, without the prior written consent of the County.

**R. Effective Date; Term**

The term of this MOU shall commence on the date of the last signature below (“Effective Date”) and shall continue for 48 months (“Term”), unless extended by written mutual agreement of the Parties or terminated earlier.

**S. Entire MOU**

This MOU is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any amounts to or clarification necessary to this MOU shall be in writing and acknowledged by all Parties to the MOU.

[Signatures on Following Page]

[Remainder of Page Intentionally Blank]

Attachment: ERC MOU (1792 : EMPLOYMENT RESOURCE CENTER MEMORANDUM OF UNDERSTANDING)

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives

to execute this MOU as of the dates written below.

<p>“COUNTY”</p> <p>COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Economic Development Agency/Workforce Development Division</p> <p>By: _____  Heidi Marshall  Director of Workforce Development</p> <p>Date: _____</p>	<p>“CITY”</p> <p>CITY OF MORENO VALLEY, a local government agency located in Riverside County, by and through its Economic Development Department</p> <p>By: _____  Mike Lee  Economic Development Director</p> <p>Date: _____</p>
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APPROVED AS TO FORM

GREGORY P. PRIAMOS  
County Counsel

By: \_\_\_\_\_  
JHAILA R. BROWN  
Deputy County Counsel

Attachment: ERC MOU (1792 : EMPLOYMENT RESOURCE CENTER MEMORANDUM OF UNDERSTANDING)



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** December 15, 2015

**TITLE:** LIST OF PERSONNEL CHANGES

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Ratify the list of personnel changes as described.

### **DISCUSSION**

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

### **FISCAL IMPACT**

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

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Chris Paxton  
Administrative Services Director

Department Head Approval:  
Chris Paxton  
Administrative Services Director

### **CITY COUNCIL GOALS**

None

### **ATTACHMENTS**

1. List of Personnel Changes

### **APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	11/25/15 2:38 PM
City Attorney Approval	<u>✓ Approved</u>	11/25/15 2:12 PM
City Manager Approval	<u>✓ Approved</u>	12/01/15 11:21 AM

## City of Moreno Valley Personnel Changes

### New Hires

None

### Promotions

Gina Gonzalez

From: Senior Administrative Assistant, Finance & Management Services

To: Executive Assistant II, City Council

Dallas Manlunas

From: Maintenance Worker II, Public Works

To: Vehicle / Equipment Technician, Public Works

Ariel Munoz

From: Recreation Leader, Parks & Community Services

To: Park Ranger

### Transfers

None

### Separations

Betsy Adams

Parks & Community Services Director

Erwin Barton

Equipment Operator, Public Works

Dennis Buckle

Lead Maintenance Worker, Public Works

Patty Grube

Senior Management Analyst, Parks & Community Services

Mary Jacquez

Animal Control Officer, Administrative Services

Cindy Miller

Executive Assistant to Mayor/City Council, City Council

Chris Moorhouse  
Park Ranger, Parks & Community Services

Chris Paxton  
Administrative Services Director



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Betsy Adams, Parks & Community Services Director

**AGENDA DATE:** December 15, 2015

**TITLE:** TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS, BY AIRTOUCH CELLULAR FOR CELL TOWER AT MORRISON PARK

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Authorize the Mayor to execute a Telecommunications License Agreement with Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, by Airtouch Cellular, on the property known as Morrison Park.

### **SUMMARY**

This report recommends approval of a Telecommunications License Agreement with Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, by Airtouch Cellular, on the property known as Morrison Park to improve reception for telecommunication users.

### **DISCUSSION**

Verizon representatives met with Parks and Community Services staff to review and discuss the requirements for the installation of “stealth” antennae on a ball field lighting pole at Morrison Park. Parks and Community Services staff provided specifications and location for a possible new cell tower. On May 29, 2014, Parks and Community Services authorized Verizon to submit an application and drawings for a new telecommunications tower on a ball field light pole at Morrison Park. Verizon requested this location due to increased demand for telecommunications services and as a result of the proliferation of various personal communication devices making additional cellular tower facilities necessary to meet consumer demand. Parks and Community Services found that adding a cell tower would be an ideal way to have these services offered and provide the Department additional revenue. A License Fee was determined by the

square footage of the facility and appurtenances located on the pole. The final location chosen for the tower was away from residences and out of the play zone of the ball fields.

This project went through the Pre-Project Review Staff Committee (PRSC) and PRSC process and was brought to Planning Commission. On December 11, 2014, The Planning Commission approved Conditional Use Permit (CUP) #PA14-0030 for an unmanned telecommunications facility in the southeastern area of Morrison Park, located on 26667 Dracaea Ave. Subsequently, on March 12, 2015, the Parks and Recreation Commission approved the project.

The proposed Telecommunications License Agreement with Verizon is for a five-year license with five (5) automatic five-year renewal terms. The License Fee escalator is three percent (3%), effective every anniversary of the License, for the term of the License. Performance and Labor and Material Bonds for construction, as well as a Performance Bond for the removal of all of the Licensee’s improvements and repairing the site to its original state prior to the termination of the License, are required within the Telecommunications License Agreement.

**ALTERNATIVES**

- 1. Authorize the Mayor to execute a Telecommunications License Agreement with Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, by Airtouch Cellular, on the property known as Morrison Park to improve reception for telecommunication users.
- 2. Do not approve the Telecommunications License Agreement and provide further direction to staff.

**FISCAL IMPACT**

The proposed agreement will provide revenue to CSD Zone A in additional License Fee Payments of \$36,000 in the first year. The License Fee will increase by three percent (3%) compounded each year thereafter.

<u>Revenue (1<sup>st</sup> Year)</u>	
Account No. 5011-50-57-35210-463080 .....	\$36,000

**NOTIFICATION**

Posting of the agenda

**PREPARATION OF STAFF REPORT**

Prepared By:  
Tony Hetherman  
Parks Projects Coordinator

Department Head Approval:  
Betsy Adams  
Parks & Community Services Director



**CITY COUNCIL GOALS**

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

**ATTACHMENTS**

- 1. Telecommunications License Agreement

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	11/17/15 8:36 AM
City Attorney Approval	<u>✓ Approved</u>	11/17/15 9:31 AM
City Manager Approval	<u>✓ Approved</u>	11/17/15 6:09 PM

CITY OF MORENO VALLEY  
PARKS AND COMMUNITY SERVICES DEPARTMENT  
TELECOMMUNICATIONS LICENSE AGREEMENT

This Telecommunications License Agreement (“License”) is effective as of the date signed by Licensor and is by and between THE CITY OF MORENO VALLEY (CITY), hereinafter called “Licensor,” and LOS ANGELES SMSA LIMITED PARTNERSHIP, a California limited partnership, d/b/a VERIZON WIRELESS by AIRTOUCH CELLULAR, its general partner, hereinafter called “Licensee.”

The parties agree as follows:

1. Premises.

Licensor owns the real property legally described in Exhibit “A” hereinafter called “Property.” Subject to the following terms and conditions, Licensor licenses to Licensee that portion of Licensor’s Property depicted in Exhibit “B,” including all necessary and reasonable access and utility rights for installation, operation, and maintenance of Licensee’s equipment, structures, and utilities (the “Premises”). Exhibit “C,” Conditional Use Permit and Conditions of Approval, is attached hereto and incorporated by reference into this License Agreement.

2. Use.

A. The Premises may be used by Licensee for any lawful activity in connection with the provision of mobile/wireless communications services, including without limitation, the transmission and the reception of wireless telecommunication signals on various frequencies and the construction, maintenance and operation of related communications facilities, subject to the terms and conditions of this License.

B. Licensee shall use the Premises in compliance with all applicable laws, statutes, ordinances, rules, regulations and orders in effect.

C. Licensor agrees, at no expense to Licensor, to cooperate with Licensee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Licensee’s intended use of the Premises.

D. The terms and conditions in this License are offered solely to Licensee as an inducement to execute the License for the Premises. Licensor would not necessarily license the Premises to another licensee on such favorable terms and conditions, it being understood that Licensor is specifically relying on the identity of Licensee in agreeing to the terms and conditions in this License. Licensee acknowledges that the License terms and conditions are for Licensee’s benefit only so long as Licensee operates the business allowed by this License. But for the previously stated reasons, Licensor would not enter into this License. Therefore, Licensee shall not voluntarily, involuntarily, or by operation of laws, sublicense all or

any part of the Premises or allow it to be assigned or sublicensed to any person or entity other than Licensee except as otherwise permitted under Section 13.

E. Licensee shall not voluntarily, involuntarily, or by operation of laws, sublicense all or any part of the Premises or allow it to be sublicensed, to any person or entity other than Licensee (except as otherwise permitted under Section 13) without the prior written approval of Licensor, which approval will not be unreasonably withheld, delayed or conditioned. In the event Licensee sublicenses or permits the collocation of equipment within the Premises (including the light standards) to another communications carrier, the License Fee (as defined below) due under this License shall increase by an amount equal to Fifty Percent (50%) of the current License Fee at the time of the sublicensing or collocation for each month the additional carrier's equipment is located within the Premises. Notwithstanding anything in this License to the contrary, nothing in this License shall prohibit the shared use of Licensee's Facilities (as defined below) with another party pursuant to a strategic alliance, roaming, or other agreement with Licensee; provided, however, such third party does not install any equipment in or upon the Premises.

### 3. Conditions Precedent.

This License is conditioned upon Licensee obtaining all necessary federal, state, or local governmental permits and approvals enabling Licensee to construct and operate mobile/wireless communications facilities on the Premises.

### 4. Term.

A. This License is binding and in effect upon full execution and delivery by Licensor and Licensee. The term of this License ("Term") shall be five (5) years commencing on the first day of the month following the date the License is fully executed. This date shall be referred to as the "Commencement Date". Licensor and Licensee acknowledge and agree that the initial License Fee payment(s) shall not be due payable by Licensee until thirty (30) days after the Commencement Date. Construction plans must be approved, prior to execution of the License Agreement. Licensee shall have the right to extend the Term of this License for five (5) additional terms ("Renewal Term") of five (5) years each. The terms and conditions for the Renewal Term shall be the same terms and conditions of this License, except that the License Fee shall be increased as set forth in Section 5. This License shall automatically be extended for each successive five (5) year Renewal Term unless notice is provided in writing of Licensee's intention not to extend this License at least thirty (30) days but not more than 180 days prior to the expiration of the first five year Term or any Renewal Term.

B. At the expiration of the final Renewal Term of the License Agreement, Licensor and Licensee, at their option, may renegotiate the License Agreement.

### 5. License Fee.

A. In consideration of the rights granted by this License, upon the Commencement Date, Licensee shall pay Licensor the sum of Thirty-Six Thousand,

Dollars (\$36,000.00) per year as License Fee ("License Fee"). Commencing on the Commencement Date, License Fee shall be payable in twelve (12) equal monthly installments or one (1) yearly installment (at Licensee's option), in advance, on or before the first day of the month. The License Fee shall increase at a rate of three percent (3%) each year on each anniversary date of the Commencement Date for the duration of the term of the License or the renewal term stated in the License. The payment form (check, money order, etc) shall be reference the site "Dracaea - Morrison Park - Verizon Wireless". License Fee payments shall be made payable to The City of Moreno Valley, and sent to:

City of Moreno Valley  
 Attn: Finance Department  
 P.O. Box 88005  
 Moreno Valley, CA 92552-0805

B. License Fee is assessed based on an equipment enclosure not exceeding 200 square feet; one interior mounted low noise generator; one transformer; one 40" diameter radome enclosing two rows of antenna, RRU's, surge suppressors, and one parabolic antenna on one Licensor owned light standard, as referenced in Exhibit 'B.' Additionally, the License Fee includes graffiti abatement and landscape maintenance as noted in section 7B of the License.

C. If the License Fee is not received by Licensor on or before the fifteenth (15<sup>th</sup>) day following the due date, it shall be deemed delinquent. If the License Fee is not paid before delinquency, then the amount due and unpaid shall be subject to a monthly late charge at the rate of five percent (5%) of the overdue amount, without limitation to Licensor's other rights and remedies under this License.

D. Licensee may request to expand the Premises. Licensee must submit plans showing the proposed use beyond the existing square footage, and if determined to be in Licensor's best interests, Licensor will provide written consent, which consent will not be unreasonably withheld, conditioned, or delayed. License Fee shall be increased in proportion to the extra square footage included in the revised premises, based on the current License Fee.

#### 6. Improvements; Access.

A. Licensee shall have the right (but not the obligation) at any time following the full execution and delivery of this License and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Licensee's Facilities (as defined herein) and for the purpose of preparing for the construction of Licensee's Facilities. During any Tests or pre-construction work, Licensee will have in effect the insurance required in Section 12, Insurance. Licensee will notify Licensor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Licensor. If Licensee determines that the Premises are unsuitable for

Licensee's contemplated use, then Licensee will notify Licensor and this License will terminate.

B. Subject to all terms and conditions of this License, Conditional Use Permit, and Approved Plans and Specs, Licensee has the right to construct, maintain and operate on the Premises wireless telecommunications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and structures, ("Licensee's Facilities") and lighting as specifically identified on the attached Exhibit B. In connection therewith, Licensee: (i) shall remove the existing light pole located on the Property and replace it with a new pole, owned by the Licensor as described and depicted in the construction drawings referenced in Exhibit B; and (ii) has the right to do all work necessary to prepare, add, maintain and alter the Premises for Licensee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers, except that any change to the Licensee's Facilities adversely and materially affecting the visual appearance of the Premises, any modification of equipment which places an additional load on the Licensor's electrical system requiring an increase in Licensee's 200 amp service panel size and capacity shall be prohibited until approved in writing by Licensor, and such approval will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed. Notwithstanding the forgoing, Licensee shall be entitled to exchange and replace equipment and antennas within the Premises provided that (i) any new equipment is either not physically or materially greater in size or not visible to the public; or (ii) any antennas are not greater in size than those previously installed.

C. Licensee shall submit an application to the City of Moreno Valley for a Conditional Use Permit and pay all applicable fees. Subject to the approval of a Conditional Use Permit, Licensee shall construct, maintain and operate said Facilities in accordance with the Conditions of Approval as set forth by the City's Planning Division, Building and Safety Division, Parks and Community Services Department, and the Fire Prevention Bureau, et al, during the plan review process.

D. Licensee shall obtain and pay for all building permits and fees as required. Licensor approved temporary fencing shall be placed around the construction site for the duration of construction.

E. As part of the installation of Licensee's Facilities, Licensee shall have the right to install electrical service, at Licensee's expense, including, but not limited to primary power and installation of an emergency back-up power system for Licensee's Facilities. Subject to Licensor's approval of the location, which approval shall not be unreasonably withheld, Licensee shall have the right to place utilities on (or to bring utilities across) Licensor's Property in order to service the Premises and Licensee's Facilities.

F. Licensee shall use its best efforts to commence and diligently pursue all of the construction and installation work described in this Section 6 so as to make every effort to fully complete said work within 180 days of the Commencement Date

subject to reasonable extension of time due to events of force majeure, delays in obtaining government approvals necessary to properly install and operate Licensee's Facilities, or as otherwise required by Licensee.

G. All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner as defined by the prevailing industry standard for public works projects.

H. Licensee shall provide and maintain in effect three (3) good and sufficient Surety Bonds as follows:

The first bond shall be a "Faithful Performance Bond" which shall be in an amount of Sixty Thousand Dollars (\$60,000.) and shall guarantee the faithful performance of all work related to the removal of the Licensee's Facilities as required herein. This Faithful Performance Bond for facility removal shall be required to be kept in place during the entire term of the License.

The second bond shall be a "Faithful Performance Bond" which shall be in an amount of One-Hundred Thirty-Five Thousand Dollars (\$135,000) and shall guarantee the faithful performance of all the work related to the construction of the Licensee's Facilities as required herein.

The third bond shall be a "Labor and Materials Payment Bond" which shall be in an amount of One-Hundred Thirty-Five Thousand Dollars (\$135,000) and shall secure the payment of the claims of labor, mechanics, or materialmen pursuant to Section 3115 and 3143 of the Civil Code for all work related to the installation of Licensee's Facilities.

The 'construction related' "Faithful Performance Bond" and the "Labor and Materials Bond" shall be kept in place until such time as Licensor approves in writing the final installation of the Licensee's Facilities, which approval shall not be unreasonably withheld, conditioned or delayed. Upon such approval from Licensor, the 'construction related' Faithful Performance Bond and the Labor and Materials Payment Bond may be terminated. All bonds shall be Licensor approved, prior to the issuance of building permits, which approval shall not be unreasonably withheld, conditioned or delayed.

Surety Bonds may be substituted in part or all with cash deposits.

I. Title to Licensee's Facilities installed or placed on the Premises by Licensee shall be held by Licensee. Licensee has the right to remove all of Licensee's Facilities at its sole expense on or before the expiration or termination of this License, except those portions of Licensee's Facilities which are full integrated into Licensor owned property. Unless, agreed upon in writing, the Licensee shall remove Licensee's facilities within ninety (90) days of the termination of the License. Upon termination of this License the Licensor shall have the option to have Licensee's structures and buildings removed at Licensee's sole expense or to have them remain in place. The Licensor will notify the Licensee thirty (30) days prior to the termination

or expiration of this License has to the option of leaving or removing the building. If said building is allowed to remain in place, title to same shall revert to the City of Moreno Valley. Licensor shall take title to said facilities in their then existing "AS-IS, WHERE-IS" condition, without representation or warranty from Licensee. All of Licensee's communication equipment shall at all times be and remain Licensee's personal property, not be considered fixtures, and in no event shall any part of Licensee's communications equipment be deemed or considered "integrated into Licensor owned property", and Licensor agrees that Licensee's communications equipment shall be exempt from execution, foreclosure, sale, levy, attachment or distress for any License Fee due or to become due. Notwithstanding anything to the contrary contained herein, in the event Licensee ceases to pay License Fee for a period of more than six (6) consecutive months and abandons its communications equipment at the Premises during that six (6) month period, Licensor shall be entitled to remove Licensee's communications equipment from the Premises and dispose of it in any commercially reasonable manner it deems fit.

J. Licensor shall provide continuous access to Licensee, Licensee's employees, agents, contractors and subcontractors a designated access route on Exhibit B to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Licensee. In the event said route is obstructed, Licensor shall provide another suitable route of access to Licensee's equipment. Licensor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Licensee to the extent required to construct, maintain, install and operate Licensee's Facilities on the Premises. Licensee's exercise of such rights shall not cause undue inconvenience to the Licensor. Except in the event of an emergency (including equipment failure), Licensee shall provide a minimum of twenty-four (24) hours notice to the Licensor prior to access of the Premises for scheduled routine maintenance and other major work.

K. For additional access and utility rights beyond those provided to Licensee by Licensor in this License, it shall be the responsibility of Licensee to obtain and pay for all additional easements, rights of entry and all incidentals necessary to Licensee's operations upon the Premises.

L. Licensor shall maintain an access pathway (partially unpaved) from a public roadway to the Premises in a manner sufficient to allow access for Licensee's use of the Premises. Licensor shall be responsible for maintaining and repairing such access pathway, at its sole expense, except for any damage caused by Licensee's use of such access pathway; or replace damaged items. If Licensee causes any such damage, Licensee shall promptly repair all damages within 10 (ten) working days of Licensee's receipt of written notice from the Licensor. If the Licensee fails to make such repair or replacement within 10 (ten) working days of Licensee's receipt of written notice, the Licensor may cause the work to be done and the costs incurred thereby shall become the liability of the Licensee, and the Licensor shall be reimbursed said cost.

M. Licensee shall fully and promptly pay for all utilities used by Licensee for the use, operation and maintenance of Licensee's Facilities in the Premises.

N. Licensor shall be entitled to enter the exterior of the Premises to perform graffiti removal, without notification to Licensee. Licensor shall not enter the building without the presence of a Licensee representative, and only for inspection of compliance with the terms of this License, and with all applicable Federal, State and local governmental regulations. Licensor shall provide Licensee three (3) business days' notice of such inspection or as governed by law.

7. Repairs, Maintenance, Landscaping, and Graffiti.

A. Licensee shall be responsible for repairing and maintaining Licensee's Facilities and any other improvements installed by Licensee on the Premises in an acceptable aesthetic appearance, proper operating, and reasonably safe condition. This shall include the repair of all damage to Licensee's Facilities incurred whether natural or man made.

B. Upon commencement date of the License, Licensor shall be responsible for maintaining the newly planted trees and graffiti abatement of the pole and exterior of the structure (with the exception of personal and real property while under construction). The fee for these items are included in the License Fee.

8. Interference with Communications.

A. Licensee agrees to install equipment of types and frequencies which will not cause harmful interference to the currently existing communications equipment (as configured) of Licensor's vendors, or other pre-existing licensees or lessees of the Premises. In the event Licensee's equipment causes such interference, Licensee shall cooperate with Licensor in determining the source and will immediately take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within forty-eight (48) business hours after receipt of written notice from Licensor to Licensee of the existence of such interference and Licensee and Licensor have reasonably determined Licensee's equipment to be the source of said interference, Licensee shall discontinue use of the equipment creating said interference. Licensee shall shut down the interfering equipment except for intermittent operation for the purpose of testing after performing any maintenance, repair, modification, replacement or other action for the purpose of correcting such interference. If such interference is not corrected within thirty (30) days after receipt of the aforesaid notice, Licensee shall remove the interfering equipment from the Premises. In the event that the cause of such interference cannot be pinpointed to a particular piece of equipment or system, Licensee shall disconnect the electric power and shut down all of its equipment until such time as the interference problem is corrected. If such interference is not corrected within thirty (30) days after receipt of the aforesaid notice, Licensee shall remove its equipment from the Premises within an additional ten (10) day period. Licensor shall not be liable to Licensee for any interruption of service of Licensee unless caused by Licensor or for interference with the operation of Licensee's equipment unless caused by Licensor.



B. Notwithstanding the foregoing, in the event that said interference interferes with Licensor's own equipment as configured and installed as of the installation of a Licensee's equipment and in Licensor's sole and reasonable judgment, said interference jeopardizes the safe operation of Licensor's operations, Licensee will be responsible for eliminating the interference within twenty-four (24) hours, upon becoming aware of such interference. Licensee shall shut down the interfering equipment except for intermittent operations for the purpose of testing if Licensee is unable to eliminate said interference within twenty-four (24) hours of said notification. If Licensor disconnects power to the facility, Licensor will allow intermittent power to Licensee for equipment testing only.

C. Licensee has satisfied itself and hereby represents and warrants to Licensor that, to the best of Licensee's knowledge, no such interference shall result to the currently existing systems (as configured) of Licensor or other pre-existing licensees or lessees at the Premises. Licensee agrees to indemnify, hold harmless and defend Licensor against any claim or damage, including reasonable attorney's fees, arising out of such interference.

D. Licensee shall be responsible for performing and providing documentation to the Licensor for all engineering studies to ensure that the placement of its equipment at the Premises will not cause interference with any existing equipment (as configured) placed there by Licensor and/or any other pre-existing licensees or lessees.

E. It is emphasized that the primary use of the Premises is intended to include future and presently unknown Licensor uses, the integrity and security of which shall in no way be compromised by the Licensee. If during the Term of the License, Licensor's present or future operations requires installation of additional telecommunications equipment adjacent to the Premises for public safety, Licensor agrees to take all reasonable steps necessary not to affect or interfere with Licensee's right hereunder. If, however, such interference occurs despite the best efforts of both Licensor and Licensee, the Licensor's operational need for public safety shall prevail and Licensee shall be required to modify or remove their interfering equipment.

F. With the exception of pre-existing equipment located on the Premises prior to the date of this License, Licensor shall not allow any use of the Property which interferes with Licensee's use of the Premises. If such interference occurs, Licensor shall promptly correct such interference within forty-eight (48) hours of Licensor's receipt of written notice from Licensee.

## 9. Taxes.

Licensee shall pay all taxes assessed against Licensee's Facilities. Pursuant to California Revenue and Taxation Code section 107.6, Licensee is notified that the property interest acquired by Licensee in the Premises under this License may be subject to property taxation as a possessory interest in real property, and Licensee may be subject to the payments of property taxes levied on that interest.

## 10. Termination.

This License shall not be revoked or terminated during the Term or any Renewal Term except as expressly stated in this License. This License may be terminated on thirty (30) days prior written notice (except where stated otherwise) as follows:

A. by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that if such default is curable, but not curable within such sixty (60) day period, then within such period of time as is reasonably necessary to accomplish such cure (in order to avail itself of this time period in excess of sixty (60) days, the defaulting party must send to the other party, within the sixty (60) day period, a written plan to cure the default, which is reasonably acceptable to the other party, and the defaulting party diligently commences and continues performance of such cure to completion according to the written plan).

B. by Licensee if it does not obtain or maintain licenses, permits or other approvals necessary to the construction or operation of Licensee's Facilities; however, Licensee shall act with due diligence to obtain and maintain such agreements, licenses, permits, and other approvals;

C. by Licensee if Licensee is unable to occupy or utilize the Premises due to ruling or directive of the Federal Communications Commission ("FCC") or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies;

D. by Licensee if Licensee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference; or

E. by Licensee for any reason or for no reason provided Licensee delivers written notice of termination to Licensor prior to the Commencement Date.

F. In the event of a termination of this License by Licensee, if Licensee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference which occurs at any time within the initial Term of this License, Licensee shall be required to provide Licensor a minimum of three (3) months prior written notice of termination of the License.

G. In the event of a termination of this License for any cause in any term after the initial five (5) year Term, except default and failure to cure by Licensor, Licensee shall not receive a refund of any License Fee amounts paid in advance to Licensor.

## 11. Condemnation.

If a condemning authority takes all of Licensor's Property, or a portion which in Licensee's opinion is sufficient to render the Premises unsuitable for Licensee's use, then this License shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Licensee shall include the value of Licensee's Facilities, prepaid License Fee, and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

## 12. Insurance

A. Licensee shall maintain in full force and effect, at no expense to Licensor, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence, four million (\$4,000,000) dollars aggregate for death, bodily injury, personal injury, or property damage;
2. Auto Liability insurance endorsed for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage;
3. Employer's Liability insurance with limits of liability of not less than \$1,000,000, each accident; \$1,000,000 disease each employee; and \$1,000,000 disease policy limit

B. The insurance coverage required of the Licensee by section 12 shall also meet the following requirements:

1. The insurance shall be primary with respect to any insurance or coverage maintained by Licensor, as relates to Licensee's operations, and shall not call upon Licensor insurance or coverage for any contribution but only to the extent caused by Licensee, its agents or contractors.
2. The insurance policies shall include contractual liability and personal injury;
3. The insurance policies shall include the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), its officers, agents, employees, and volunteers, as additional insureds under the policies; and shall bear an endorsement or provision substantially containing the following provisions:

***"Moreno Valley Community Services District (CSD), the City of Moreno Valley (City), 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 Moreno Valley Community Services District (CSD), the City of Moreno Valley (City), the Moreno Valley Housing Authority and each of their officers, officials, employees, agents, and volunteers."***

- a. 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 City.
- b. 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.
- c. All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the *"Moreno Valley Community Services District (CSD), the City of Moreno Valley (City), the Moreno Valley Housing Authority, and their officers, officials, employees, agents, and volunteers."*
- d. All policies and endorsements shall stipulate that the Licensee's (and its Subcontractors') insurance coverage shall be primary and noncontributory insurance as respects the *"Moreno Valley Community Services District (CSD), the City of Moreno Valley (City), the Moreno Valley Housing Authority, and their officers, officials, employees, agents, and volunteers,"* and shall be excess of the Licensee'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 the City.
  3. Coverage shall state that the Licensee'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.
  4. Licensee shall provide to Licensor's Attorney, (a) Certificates of Insurance evidencing the insurance coverage required herein, and (b) specific endorsements or blanket additional insured endorsements naming Licensor, its officers, employees, agents, and volunteers, as additional insureds under the policies;
  5. The insurance policies shall provide that the insurance carrier shall not cancel or terminate said insurance policies, except upon thirty (30) days written

notice to Licensor's Attorney (ten (10) days' notice shall apply to non-payment).

6. If the insurance is written on a Claims Made Form, then, following termination of this License, said insurance coverage shall survive for a period of not less than five (5) years;
7. The insurance policies shall provide for a retroactive date of the placement of Licensee's Facilities coinciding with the effective date of this License;
8. The insurance shall be reasonably approved as to form and sufficiency by the Licensor's Attorney.

C. If it employs any person, Licensee shall maintain worker's compensation and employer's liability insurance, as required by the State Labor Code and other applicable laws and regulations.

### 13. Successors and assigns.

Licensee may assign this License at any time subject to amending the Conditional Use Permit, and upon written notice to and approval of Licensor, which approval shall not be unreasonably withheld, conditioned or delayed, provided, however, Licensee shall have the right to sublicense or assign its rights under this License without consent of Licensor, (i) to any of its partners, members, subsidiaries, affiliates or successor legal entities, (ii) to any entity acquiring substantially all of the assets of Licensee in the geographic region the Premises are located, or (iii) to any entity in connection with any financing, loan, security interest, pledge, or mortgage of Licensee's property. This License shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties.

### 14. Environmental Indemnification; Hazardous substances.

A. Licensee hereby represents, warrants, covenants and agrees to and with Licensor that all of Licensee's operations or activities upon, or any use or occupancy of the Property by Licensee, or any portion thereof, by Licensee, shall be in all respects in compliance with all applicable state, federal and local laws and regulations governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, or disposal (whether legal or illegal, accidental or intentional) of any Hazardous Substance (as defined below).

B. If any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "Remedial Work") is required under any applicable federal, state or local law or regulation, by any judicial order, or by any governmental entity due to any Hazardous Substances brought on to or generated on the Property by Licensee, Licensee shall perform or cause to be performed the Remedial Work in compliance with such law, regulation, or order. All costs and expenses of such Remedial Work shall be paid by Licensee

including, without limitation, all charges of Licensee's contractors, consultants and engineers and Licensor's reasonable attorney, architect's and/or consultant's fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event Licensee shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Licensor may, but shall not be required to, cause such Remedial Work to be performed, and all reasonable costs and expenses thereof, or incurred in connection therewith, shall be reimbursed to Licensor.

C. "Hazardous Substances" shall include without limitation:

1. Those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) ("SARA"), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), and the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., and in the regulations promulgated pursuant to said laws, all as may be amended from time to time;

2. Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 30, and as may be amended from time to time);

3. Any material, waste or substance which is petroleum, asbestos, polychlorinated biphenyls, designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); or radioactive materials; and such other substances, materials, and wastes which are or become regulated as hazardous or toxic under applicable local, state, or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

15. Indemnity and Mutual Release.

Licensor and Licensee each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss to the extent arising from the ownership, use and/or occupancy of the Licensor's Property or Premises by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party, breach of this License by the indemnified party, or violation of law by the indemnified party. The indemnity obligations under this Section will survive the termination of this License.

16. Attorneys' fees; Litigation costs.

A. If any action at law or in equity is brought to recover any License Fee or other sums under this License, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this License, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled to the extent award by a court of law.

B. Whenever provision is made in this License for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

C. Any award of damages following judicial remedy or arbitration as a result of the breach of this License or any of its provisions shall include an award of prejudgment interest from the date of the breach at the lesser of (i) the maximum amount of interest allowed by law or (ii) Ten Percent (10%).

17. Waiver of Incidental and Consequential Damages.

Neither party will assert any claim whatsoever against the other party for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred as a result of the construction, installation, operation, maintenance, or replacement of personal property owned by either party, or Licensor's or Licensee's use of the Premises or Licensor's Property, including any and all losses incurred as a result of Licensor's or Licensee's actions or defaults.

18. Miscellaneous.

A. Severability. If any provision of the License is invalid or unenforceable with respect to any party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this License shall be valid and enforceable to the fullest extent permitted by law.

B. Notices. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight mail to the address of the respective parties set forth as follows:

Licensor:  
City of Moreno Valley  
Director of  
Parks and Community Services  
14075 Frederick Street  
Moreno Valley, CA 92553

Licensee:  
LOS ANGELES SMSA LIMITED  
PARTNERSHIP, dba Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attn: Network Real Estate  
(Site:Dracaea - Morrison Park)

A copy to be sent to:  
Licensor:  
City Manager  
City of Moreno Valley  
P.O. Box 88005  
14177 Frederick Street  
Moreno Valley, CA 92552-0805

C. Choice of Law. This License shall be governed under the laws of the State of California and applicable Federal law.

D. Survival of Terms. Terms and conditions of this License which by their sense and context survive the termination, cancellation or expiration of this License will so survive.

E. Entire Agreement. The terms of this License (including the Exhibits, all of which are hereby incorporated by reference) are intended by the parties as the final expression of their agreement with respect to such terms. The parties further intend that this License constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any proceeding, involving this License. The language in all parts of this License will in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against either party.

F. Amendments and Modifications. No amendments, modification or supplement, including those by custom, usage of trade, or course of dealing, of any provisions of this License shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification. No oral order, objection, claim, or notice by either party to the other shall affect or modify any of the terms or obligations contained in the License.

G. Venue. At Licensor's option, any action by any party to this License shall be brought in the appropriate court of competent jurisdiction within the County of Riverside, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

H. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this License by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this License thereafter.

**[Signatures Appear on the Following Page]**



IN WITNESS WHEREOF, Licensor and Licensee have executed this Telecommunications License Agreement as of the date and year signed by Licensor.

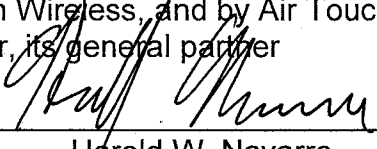
Licensor:

Licensee:

City of Moreno Valley

Los Angeles SMSA Limited Partnership  
a California limited partnership d/b/a  
Verizon Wireless, and by Air Touch  
Cellular, its general partner

BY: \_\_\_\_\_  
Mayor

BY:   
Harold W. Navarre  
Executive Director - Network

DATE: \_\_\_\_\_

DATE: 9/22/15

ATTEST:

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

DATE: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

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

DATE: 11-9-15

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

Enclosures:

Exhibit "A" — Legal Description of the Property

Exhibit "B" — Description of Premises, Licensee's Facilities, and Incorporation of Plans by Reference

Exhibit "C" — Conditional Use Permit and Conditions of Approval

## EXHIBIT A

## LEGAL DESCRIPTION OF CITY'S PROPERTY

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

LOT 3 IN BLOCK 76, MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, SAN BERNARDINO COUNTY RECORDS, TOGETHER WITH THAT PORTION OF DRACAEA AVENUE, WITHIN SAID BLOCK, LYING BETWEEN THE NORTHERLY PROLONGATIONS OF THE EASTERLY AND WESTERLY LINES OF SAID LOT.

APN: 487-370-012-2

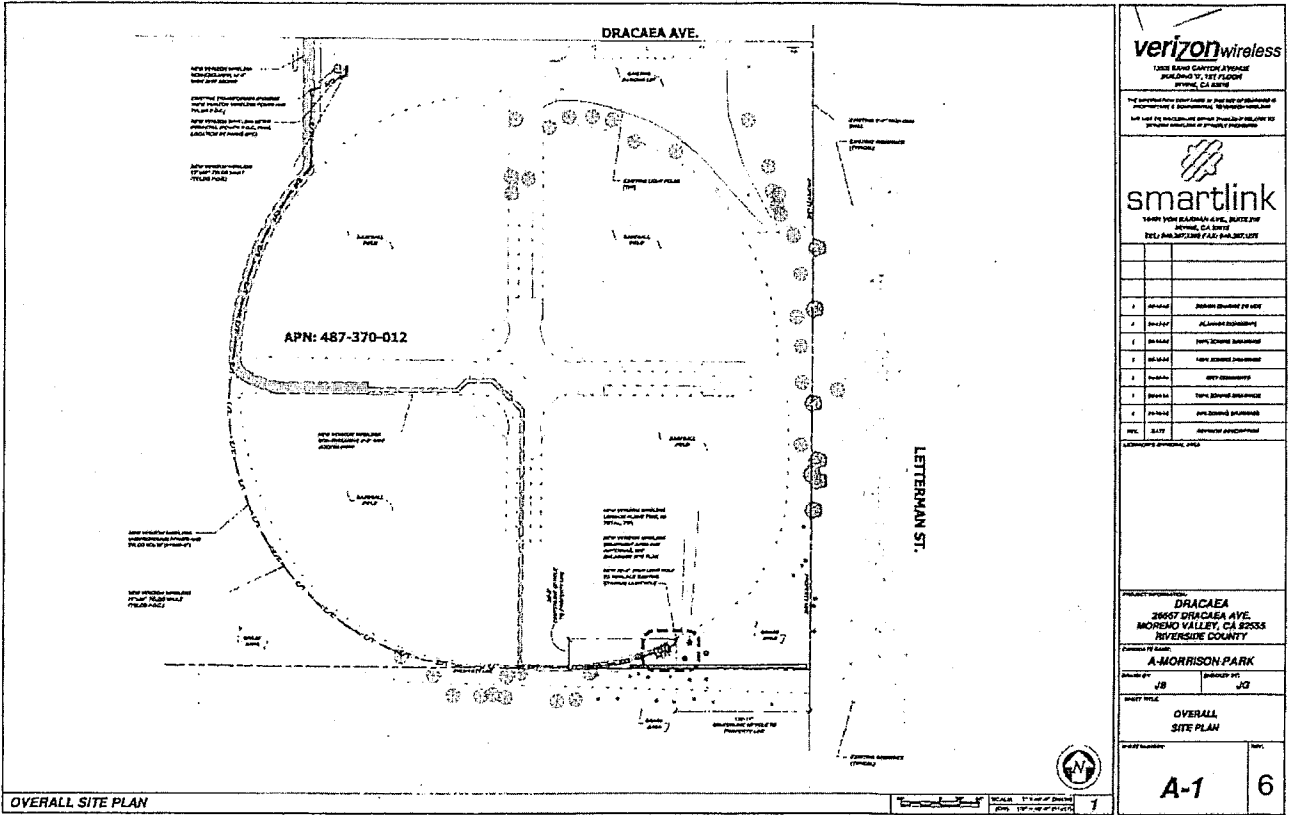
EXHIBIT B

- 1. Location
- 2. Licensee's Facilities

The project consists of the installation of six panel antennas mounted to new 70 foot light standard. A new equipment enclosure measuring approximately 17.2 feet by 11.2 feet with interior power and Telco panels.

License area: Approximately 200 sq. ft., plus light standard.

SITE PLAN



- 3. Incorporation of Plans by Reference

Construction drawings as approved by Parks and Community Services and the Building and Safety Division.

Verizon TLA\_26667 Dracaea

Attachment: Telecommunications License Agreement (1777) : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA

## EXHIBIT "C"

Conditional Use Permit and Conditions of Approval by reference. Conditional Use Permit (CUP) #PA14-0030 was approved by the Planning Commission on December 11, 2014. CUP #PA14-0030 was approved by the Community Development Department on March 12, 2015.

**MATERIAL AND LABOR BOND  
(100% of Total Contract Amount)**

**City of Moreno Valley, County of Riverside  
State of California  
(Government Code Section 66499.2)**

**Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless by Airtouch Cellular  
Telecommunications Tower at Morrison Park, 26667 Dracaea St.  
Cellular Tower on Light Standard and Enclosure**

Telecommunications Facility \$ 135,000.00 Location 26667 Dracaea St., Moreno Valley CA 92553

Bond No. K09302748 Premium \$371.00  
Principal Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless by Airtouch Cellular

Surety Westchester Fire Insurance Company Principal Ahmad Smith

Contact Person (Print) Chris Kolger Contact Person (Print) Ahmad Smith

Address 436 Walnut Street, PO Box 1000 Address One Verizon Way, Mail stop 4AW100

City/Zip Philadelphia, PA 19106 City/Zip Basking Ridge, NJ 07920

Telephone (215)640-4408 Telephone (949) 286-7512

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and Omnipoint Communications, Inc., a Delaware corporation (hereinafter designated as "Principal") have entered into, or are about to enter into the attached Telecommunications License Agreement whereby Principal agrees to install and complete the above-designated telecommunications facility, relating to Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless by Airtouch Cellular, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley, all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of One Hundred, Thirty-Five Thousand Dollars (\$135,000), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA

**MATERIAL AND LABOR BOND (Page 2 of 2)**  
**PROJECT NO. Verizon Morrison**

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on

September 28, 2015.

**PRINCIPAL**  
Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless by AirTouch Cellular

Name: [Signature]

Title: Harold W. Navarre, Executive Director-Network

Name: Arnyd Smith

Title: Witness

**SURETY**  
Westchester Fire Insurance Company

Name: [Signature]

Title: Manuel Jones, Attorney-in-fact

Name: Christine Hession  
Attorney-in-Fact (Christine Hession)

**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.**  
**BOND COMPANY – ATTACH POWER OF ATTORNEY**

Approved as to form:

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

\_\_\_\_\_  
City Attorney  
City of Moreno Valley

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )  
On September 28, 2015 before me, Linh Nguyen, notary public,  
Date Here Insert Name and Title of the Officer  
personally appeared Harold W. Navarre  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

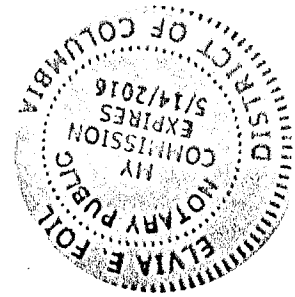
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of District of Columbia
County of N/A

On September 28, 2015 before me, Elvia E. Foil, Notary Public
personally appeared Manuel Jones

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

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



Witness my hand and official seal.

Signature Elvia E. Foil
Notary Public Signature

Place Notary Public Seal Above

OPTIONAL

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

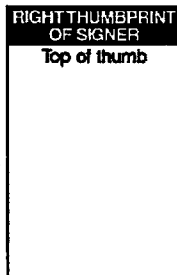
Description of Attached Document

Title or Type of Document

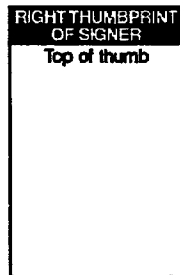
Document Date Number of Pages:

Signer's Name:

- Individual
Corporate Officer - Title(s):
Partner - Limited General
Guardian or Conservator
Attorney-in-Fact
Trustee
Other:
Signer is representing Westchester Fire Insurance Company



- Individual
Corporate Officer - Title(s):
Partner - Limited General
Guardian or Conservator
Attorney-in-Fact
Trustee
Other:
Signer is representing



Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA



# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Christine Hession, Elvia E Foil, Manuel Jones, Sanford S Hoffman, all of the City of WASHINGTON, District Of Columbia, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 28 day of August 2015.

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 28 day of August, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Sept. 25, 2018

*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 26<sup>th</sup> day of September, 2017

*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 28, 2017.

**FAITHFUL PERFORMANCE BOND  
(100% of Estimated Total Contract Amount)**

**City of Moreno Valley, County of Riverside  
State of California  
(Government Code Section 66499.1)**

**Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless by Airtouch Cellular  
Telecommunications Tower at Morrison Park, 26667 Dracaea St.  
Cellular Tower on Light Standard and Enclosure**

Telecommunications  
Facility Removal \$ 60,000.00 \_\_\_\_\_ Location 26667 Dracaea St., Moreno Valley CA 92553

Bond No. K09302785 Premium \$165.00  
Westchester Fire Insurance Company Los Angeles SMSA Limited Partnership, a  
California limited partnership, d/b/a Verizo  
Surety \_\_\_\_\_ Principal Wireless by AirTouch Cellular

Contact Name (Print) Chris Kolger Contact Name (Print) Ahmad Smith

Address 436 Walnut Street, PO Box 1000 Address One Verizon Way, Mailstop 4AW100

City/Zip Philadelphia, PA 19106 City/Zip Basking Ridge, NJ 07920

Telephone (215) 640-4408 Telephone (949) 286-7512

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and Omnipoint Communications, Inc., a Delaware corporation (hereinafter designated as "Principal") have entered into, or are about to enter into the attached Telecommunications License Agreement whereby Principal agrees to remove the above-designated telecommunications facility, relating to Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless by Airtouch Cellular, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of Sixty Thousand Dollars (\$60,000), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless to the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA

**FAITHFUL PERFORMANCE BOND (Page 2 of 2)**  
**PROJECT NO. Verizon Morrison**

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named

on September 28, 2015.

**PRINCIPAL**  
Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless by AirTouch Cellular  
Name: [Signature]  
Title: Harold W. Navarre, Executive Director- Network  
Name: [Signature]  
Title: witness

**SURETY**  
Westchester Fire Insurance Company  
Name: [Signature]  
Title: Manuel Jones, Attorney-in-fact  
Name: [Signature]  
Attorney-in-Fact (Christine Hession)

**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.**  
**BOND COMPANY – ATTACH POWER OF ATTORNEY**

Approved as to form:

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

\_\_\_\_\_  
City Attorney  
City of Moreno Valley

Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California )
County of Orange )
On September 28, 2015 before me, Linh Nguyen, notary public
Date Here Insert Name and Title of the Officer
personally appeared Harold W. Navarre
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_
[ ] Corporate Officer -- Title(s): \_\_\_\_\_
[ ] Partner -- [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other: \_\_\_\_\_
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_
[ ] Corporate Officer -- Title(s): \_\_\_\_\_
[ ] Partner -- [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other: \_\_\_\_\_
Signer Is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

## Civil Code § 1189

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

State of District of Columbia  
County of N/A }

On September 28, 2015 before me, Elvia E. Foil, Notary Public  
Date Name and Title of Notary

personally appeared Manuel Jones  
Name and or Names of Signer(s)

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

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

Witness my hand and official seal.

Signature Elvia E. Foil  
Elvia E. Foil Notary Public Signature



Place Notary Public Seal Above

### OPTIONAL

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

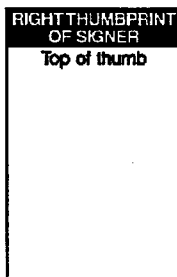
### Description of Attached Document

Title or Type of Document \_\_\_\_\_

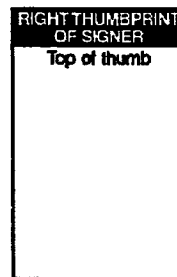
Document Date \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
  - Corporate Officer – Title(s): \_\_\_\_\_
  - Partner -  Limited  General
  - Guardian or Conservator
  - Attorney-in-Fact
  - Trustee
  - Other: \_\_\_\_\_
- Signer is representing \_\_\_\_\_  
Westchester Fire Insurance  
Company



- Individual
  - Corporate Officer – Title(s): \_\_\_\_\_
  - Partner -  Limited  General
  - Guardian or Conservator
  - Attorney-in-Fact
  - Trustee
  - Other: \_\_\_\_\_
- Signer is representing \_\_\_\_\_



Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Christine Hession, Elvia E Foil, Manuel Jones, Sanford S Hoffman, all of the City of WASHINGTON, District Of Columbia, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 28 day of August 2015.

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 28 day of August, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Sept. 26, 2018

*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 28<sup>th</sup> day of September, 2015



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 28, 2017.

**FAITHFUL PERFORMANCE BOND  
(100% of Total Contract Amount)**

**City of Moreno Valley, County of Riverside  
State of California  
(Government Code Section 66499.1)**

**Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless by Airtouch Cellular  
Telecommunications Tower at Morrison Park, 26667 Dracaea St.  
Cellular Tower on Light Standard and Enclosure**

Telecommunications Facility \$ <u>135,000.00</u>	Location <u>26667 Dracaea St., Moreno Valley CA 92553</u>
Bond No. <u>K09302748</u>	Premium <u>\$371.00</u>
Surety <u>Westchester Fire Insurance Company</u>	Principal <u>Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless by AirTouch Cellular</u>
Contact Name (Print) <u>Chris Kolger</u>	Contact Name (Print) <u>Ahmad Smith</u>
Address <u>436 Walnut Street, PO Box 1000</u>	Address <u>One Verizon Way, Mail stop 4AW100</u>
City/Zip <u>Philadelphia, PA 19106</u>	City/Zip <u>Basking Ridge, NJ 07920</u>
Telephone <u>(215)640-4408</u>	Telephone <u>(949) 286-7512</u>

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and Omnipoint Communications, Inc., a Delaware corporation (hereinafter designated as "Principal") have entered into, or are about to enter into the attached Telecommunications License Agreement whereby Principal agrees to install and complete the above-designated telecommunications facility, relating to Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless by Airtouch Cellular, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of One Hundred, Thirty-Five Thousand Dollars (\$135,000), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless to the City of Moreno Valley its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA

**FAITHFUL PERFORMANCE BOND (Page 2 of 2)**  
**PROJECT NO. Verizon Morrison**

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City of Moreno Valley will issue a Certificate of Occupancy and thereupon the amount of the obligation of this bond can be exonerated.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named

on September 28, 2015.

**PRINCIPAL**

Los Angeles SMSA Limited Partnership, a California limited partnership d/b/a Verizon Wireless by AirTouch Cellular  
Name: [Signature]

Title: Harold W. Navarre, Executive Director-Network

Name: AMMAD SMITH

Title: WITNESS

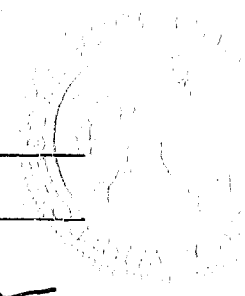
**SURETY**

Westchester Fire Insurance Company

Name: [Signature]

Title: Attorney-in-fact

Name: Christine Hession  
Attorney-in-Fact (Christine Hession)



**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.**  
**BOND COMPANY - ATTACH POWER OF ATTORNEY**

Approved as to form:

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

\_\_\_\_\_  
City Attorney  
City of Moreno Valley



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )  
On September 28, 2015 before me, Linh Nguyen, notary public,  
Date Here Insert Name and Title of the Officer  
personally appeared Harold W. Navarre  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

## Civil Code § 1189

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

State of District of Columbia

County of N/A

On September 28, 2015 before me, Elvia E. Foil, Notary Public

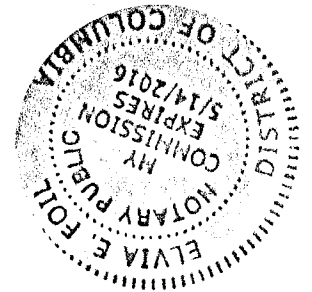
personally appeared Manuel Jones  
Name and or Names of Signer(s)

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

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

Witness my hand and official seal.

Signature Elvia E. Foil  
Elvia E. Foil Notary Public Signature



Place Notary Public Seal Above

### OPTIONAL

Though the information below is not required by law, it may prove valuable to the 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 \_\_\_\_\_

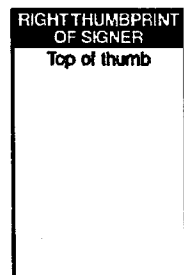
Document Date \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
  - Corporate Officer – Title(s): \_\_\_\_\_
  - Partner -  Limited  General
  - Guardian or Conservator
  - Attorney-in-Fact
  - Trustee
  - Other: \_\_\_\_\_
- Signer is representing \_\_\_\_\_  
Westchester Fire Insurance  
Company



- Individual
  - Corporate Officer – Title(s): \_\_\_\_\_
  - Partner -  Limited  General
  - Guardian or Conservator
  - Attorney-in-Fact
  - Trustee
  - Other: \_\_\_\_\_
- Signer is representing \_\_\_\_\_



Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Christine Hession, Elvia E Foil, Manuel Jones, Sanford S Hoffman, all of the City of WASHINGTON, District Of Columbia, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 28 day of August 2015.

WESTCHESTER FIRE INSURANCE COMPANY

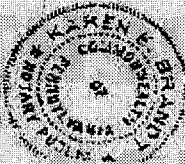


*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 28 day of August, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

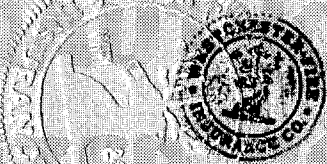


COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Sept. 25, 2019

*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 28<sup>th</sup> day of September, 2015



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 28, 2017.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
<b>INSURED</b> Verizon Communications Inc. 1095 Avenue of the Americas New York NY 10036 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Ins Co of Pittsburgh</td> <td>19445 A(x) CA</td> </tr> <tr> <td>INSURER B: New Hampshire Ins Co A(x) CA</td> <td>23841</td> </tr> <tr> <td>INSURER C: Illinois National Insurance Co A(x) NCA</td> <td>23817</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co of Pittsburgh	19445 A(x) CA	INSURER B: New Hampshire Ins Co A(x) CA	23841	INSURER C: Illinois National Insurance Co A(x) NCA	23817	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570058673994**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Standard Contractual Liability <input checked="" type="checkbox"/> X,C,U Not Excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL9575218	06/30/2015	06/30/2016	APPROVED AS TO FORM DATE <u>7-3-15</u> BY <u>[Signature]</u> CITY ATTORNEY CITY OF MORENO VALLEY
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 533-95-32 AOS CA 533-95-33 MA CA 533-95-34 VA	06/30/2015	06/30/2016	EACH OCCURRENCE \$4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$4,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$4,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC021942794 AOS WC021942799 NJ	06/30/2015	06/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570058673994

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Name Insured includes: Los Angeles SMSA Limited Partnership dba Verizon Wireless, 180 Washington Valley Road, Bedminster, NJ 07921. RE: Site Name: Dracaea, Location Code: 283306, Site Address: 26667 Dracaea Ave., Moreno Valley, CA 92555. City of Moreno Valley, City of Moreno Valley Community Services District, Moreno Valley Housing Authority, and their officers, officials, employees, agents, and volunteers are included as Additional Insured with respect to the General Liability and Automobile Liability policies. The General Liability and Automobile Liability policies shall apply as Primary and Non-Contributory Insurance to each Additional Insured listed herein. Where permitted by law, the Named Insured parties listed herein waive all rights against the Certificate Holder and each additional insured party listed herein for recovery of damages

<b>CERTIFICATE HOLDER</b>  City of Moreno Valley Attn: Tony Hetherman 14177 Frederick Street Moreno Valley CA 92552 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast Inc.</i>
--	---

Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA

AGENCY CUSTOMER ID: 570000027366

LOC #:



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Verizon Communications Inc.	
POLICY NUMBER See Certificate Number: 570058673994			
CARRIER See Certificate Number: 570058673994	NAIC CODE	EFFECTIVE DATE	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
A		N/A		WC021942796 CA	06/30/2015	06/30/2016	
B		N/A		WC021942800 MA, ND, OH, WA, WI, WY	06/30/2015	06/30/2016	
B		N/A		WC021942795 MN	06/30/2015	06/30/2016	
C		N/A		WC021942797 FL	06/30/2015	06/30/2016	
B		N/A		WC021942798 ME	06/30/2015	06/30/2016	

AGENCY CUSTOMER ID: 570000027366

LOC #:



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Verizon Communications Inc.	
POLICY NUMBER See Certificate Number: 570058673994			
CARRIER See Certificate Number: 570058673994	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

to the extent these damages are covered by the General Liability, Automobile Liability and workers' Compensation policies referenced herein and, as further limited by written contract between the parties. The above-referenced General Liability policy shall cover the tort liability of the Certificate Holder assumed under the underlying agreement between parties for which the certificate has been issued.

POLICY NUMBER: GL 957-52-18 ✓  
VERIZON COMMUNICATIONS INC.

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you have agreed in writing in a contract or agreement to add as an additional insured on your policy.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA

POLICY NUMBER: GL 957-52-18  
VERIZON COMMUNICATIONS INC.

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO ADD AS AN ADDITIONAL INSURED ON YOUR POLICY.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



POLICY NUMBER: GL 957-52-18  
VERIZON COMMUNICATIONS INC.

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<p><b>Name Of Person Or Organization:</b> PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: CA 533-95-32  
VERIZON COMMUNICATIONS INC.

COMMERCIAL AUTO  
CA 20 48 02 99

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 06/30/2015	Countersigned By:   (Authorized Representative)
Named Insured: VERIZON COMMUNICATIONS INC.	

### SCHEDULE

<b>Name of Person(s) or Organization(s):</b> WHERE REQUIRED BY CONTRACT OR AGREEMENT.
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM **06/30/2015** forms a part of Policy No. **WC 021-94-2796**

Issued to **VERIZON COMMUNICATIONS INC.**

By **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be **2.00** % of the total estimated workers compensation premium for this policy.

WC 04 03 61  
(Ed. 11/90)

Countersigned by \_\_\_\_\_



Authorized Representative

Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA

**ENDORSEMENT #**

This endorsement, effective 12:01 A.M. 06/30/2015 forms a part of  
policy No. GL 957-52-18 ✓ issued to VERIZON COMMUNICATIONS INC.  
BY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

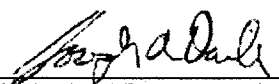
**ADDITIONAL INSURED - PRIMARY INSURANCE**

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

As stated in **SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. OTHER INSURANCE**, the following wording appears as part of **6. OTHER INSURANCE**: ✓

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

  
\_\_\_\_\_  
Authorized Representative

Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Verizon Communications Inc. 1095 Avenue of the Americas New York NY 10036 USA	<b>INSURER A:</b> National Union Fire Ins Co of Pittsburgh 19445 <i>A(x) CA</i>	<b>NAIC #</b>
	<b>INSURER B:</b> New Hampshire Ins Co <i>A(xv) CA</i>	23841
	<b>INSURER C:</b> Illinois National Insurance Co <i>A(xv) NCA</i>	23817
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570058673994**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Standard Contractual Liability <input checked="" type="checkbox"/> X,C,U Not Excluded GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		GL9575218	06/30/2015	06/30/2016	EACH OCCURRENCE \$4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$4,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$4,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY	Y		CA 533-95-32 AOS	06/30/2015	06/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 533-95-33 MA CA 533-95-34 VA	06/30/2015	06/30/2016	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC021942794 AOS WC021942799 NJ	06/30/2015	06/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570058673994

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Name Insured includes: Los Angeles SMSA Limited Partnership dba Verizon Wireless, 180 Washington Valley Road, Bedminster, NJ 07921. RE: Site Name: Dracaea, Location Code: 283306, Site Address: 26667 Dracaea Ave., Moreno Valley, CA 92555. City of Moreno Valley, City of Moreno Valley Community Services District, Moreno Valley Housing Authority, and their officers, officials, employees, agents, and volunteers are included as Additional Insured with respect to the General Liability and Automobile Liability policies. The General Liability and Automobile Liability policies shall apply as Primary and Non-Contributory Insurance to each Additional Insured listed herein. Where permitted by law, the Named Insured parties listed herein waive all rights against the Certificate Holder and each additional insured party listed herein for recovery of damages

### CERTIFICATE HOLDER

### CANCELLATION

City of Moreno Valley  
 Attn: Tony Hetherman  
 14177 Frederick Street  
 Moreno Valley CA 92552 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Northeast, Inc.*

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA

AGENCY CUSTOMER ID: 570000027366

LOC #:



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Verizon Communications Inc.	
POLICY NUMBER See Certificate Number: 570058673994			
CARRIER See Certificate Number: 570058673994	NAIC CODE	EFFECTIVE DATE	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
A		N/A		WC021942796 CA	06/30/2015	06/30/2016	
B		N/A		WC021942800 MA, ND, OH, WA, WI, WY	06/30/2015	06/30/2016	
B		N/A		WC021942795 MN	06/30/2015	06/30/2016	
C		N/A		WC021942797 FL	06/30/2015	06/30/2016	
B		N/A		WC021942798 ME	06/30/2015	06/30/2016	

Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA

AGENCY CUSTOMER ID: 570000027366

LOC #:



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Verizon Communications Inc.	
POLICY NUMBER See Certificate Number: 570058673994			
CARRIER See Certificate Number: 570058673994	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

to the extent these damages are covered by the General Liability, Automobile Liability and Workers' Compensation policies referenced herein and, as further limited by written contract between the parties. The above-referenced General Liability policy shall cover the tort liability of the Certificate Holder assumed under the underlying agreement between parties for which the certificate has been issued.

Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA

POLICY NUMBER: GL 957-52-18 ✓  
VERIZON COMMUNICATIONS INC.

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you have agreed in writing in a contract or agreement to add as an additional insured on your policy.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA



POLICY NUMBER: GL 957-52-18  
VERIZON COMMUNICATIONS INC.

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
<p>ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO ADD AS AN ADDITIONAL INSURED ON YOUR POLICY.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GL 957-52-18  
VERIZON COMMUNICATIONS INC.

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: CA 533-95-32  
VERIZON COMMUNICATIONS INC.

COMMERCIAL AUTO  
CA 20 48 02 99

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 06/30/2015	Countersigned By:   (Authorized Representative)
Named Insured: VERIZON COMMUNICATIONS INC.	

### SCHEDULE

<b>Name of Person(s) or Organization(s):</b> WHERE REQUIRED BY CONTRACT OR AGREEMENT.
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 06/30/2015 forms a part of Policy No. WC 021-94-2796

Issued to VERIZON COMMUNICATIONS INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61  
(Ed. 11/90)

Countersigned by \_\_\_\_\_



Authorized Representative

Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA

**ENDORSEMENT #**

This endorsement, effective 12:01 A.M. 06/30/2015 forms a part of  
policy No. GL 957-52-18 ✓ issued to VERIZON COMMUNICATIONS INC.  
BY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

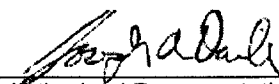
**ADDITIONAL INSURED - PRIMARY INSURANCE**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

As stated in **SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. OTHER INSURANCE**, the following wording appears as part of **6. OTHER INSURANCE**: ✓

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

  
\_\_\_\_\_  
Authorized Representative

Attachment: Telecommunications License Agreement (1777 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH LOS ANGELES SMSA



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** December 15, 2015

**TITLE:** APPROVAL OF THE FISCAL YEAR 2015/2016 STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA 152

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the County Service Area (CSA) 152 Budget for Fiscal Year (FY) 2015/2016 in the amount \$649,851.
2. Authorize the levy of County Service Area 152 Assessment at \$8.15 per Benefit Assessment Unit (BAU) for FY 2015/2016.
3. Authorize a budget adjustment to reflect the proposed County Service Area 152 assessments.

### **SUMMARY**

The County Service Area (CSA) 152 was formed by Riverside County to offset a portion of the costs of the federally mandated National Pollutant Discharge Elimination System (NPDES) program. The County continues to manage the CSA program and applies parcel charges on the property tax bills of parcels which may benefit from the services. For the City to receive funding from the County, the City must prepare a CSA 152 Budget for submission to the County. This report recommends approval of the Fiscal Year (FY) 2015/2016 County Service Area 152 Budget in the amount of \$649,851, based on an assessment of \$8.15 per Benefit Assessment Unit (BAU).

### **DISCUSSION**

The CSA 152 program, as administered by the County, allows for the collection of revenues on the property tax bills to support the NPDES program. The County is the lead agency in administering CSA 152 and the City is a participating agency. In order to continue with the service provided under CSA 152, the City is required to approve the CSA 152 budget for FY 2015/2016 in a specific amount (Attachment 1); and approve a CSA 152 Assessment per Benefit Assessment Unit (BAU) for FY 2015/2016.

Although costs may exceed the current revenues, Staff is not recommending an increase of the BAU assessment beyond the previously approved amount of \$8.15. Any increase to the BAU would require a mail ballot process under Proposition 218 and the approval of the property owners.

The County CSA 152 Administrative Services Agreement requires the City to adopt an annual CSA 152 Budget. To ensure the funding is secured and the assessment remains on the tax rolls for FY 2015/2016 staff is recommending Council adopt the CSA 152 budget as presented this evening. The County levies CSA 152 on the annual property tax bill on behalf of the City of Moreno Valley.

Failure by the City to enforce the NPDES program can result in penalties of up to \$37,500 per day for noncompliance and/or civil and criminal penalties. This is a federally mandated program administered by the State. **There has been neither State nor Federal monies allocated to local agencies to address these requirements.**

### **ALTERNATIVES**

1. Approve the CSA 152 Budget for FY 2015/2016 in the amount of \$649,851, authorize the levy of CSA 152 Assessment at \$8.15 per BAU for FY 2015/2016, and amend the City's budget. *Approval of this alternative assures that a portion of the funds necessary to support the various storm water management and maintenance programs for the City will continue to be collected.*
2. Do not approve the CSA 152 Budget for FY 2015/2016 in the amount of \$649,851, do not authorize the levy of CSA 152 Assessment at \$8.15 per BAU for FY 2015/2016, and do not amend the City's budget. *This alternative does not provide for the collection of the assessment on the annual tax rolls that are necessary to fund portions of the storm water management and maintenance programs and not authorizing either the budget or levy will interrupt the assessment and revenue collection process.*

### **FISCAL IMPACT**

Adoption of the recommended CSA 152 Budget and authorization of the annual levy will ensure that the City receives its authorized funding from this source. With the implementation of the federally mandated NPDES program, the City may use CSA 152 revenues together with other NPDES related revenues. However, in cases where the revenues do not fully fund program costs, the City's General Fund may be required to

make up the shortfall. Approving the CSA 152 Budget will help mitigate the level of impact on the General Fund. **Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management programs.**

Due to the increasing difference between the projected CSA 152 revenue and the NPDES storm water program budgets, it may be necessary in the future to increase the CSA 152 assessment per BAU, identify and implement other funding sources, and/or continue to use the General Fund to make up program shortfalls.

Proposed Budget Adjustments

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 15/16 Budget	Proposed Adjustments	FY 15/16 Amended Budget
Parcel Fees	SW Maint	2007-70-78-45340-500800	Rev	\$390,000	\$53,827	\$443,827
Parcel Fees	SW Mgmt	2008-70-29-20450-500800	Rev	\$124,000	\$17,114	\$141,114

**NOTIFICATION**

Publication of agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Rae Beimer  
Storm Water Program Manager

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

Concurred By:  
Henry Ngo, P.E.  
Interim Engineering Division Manager

**CITY COUNCIL GOALS**

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

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

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

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



**ATTACHMENTS**

1. CSA 152 Budget Detail FY 2015-2016

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	11/25/15 5:14 PM
City Attorney Approval	<u>✓ Approved</u>	11/25/15 3:16 PM
City Manager Approval	<u>✓ Approved</u>	11/30/15 6:05 PM

**CITY OF MORENO VALLEY**  
**FISCAL YEAR 2015/2016 CSA 152 - BUDGET DETAIL**

	FY2015/16
<b>1. STORM DRAINAGE SYSTEM INSPECTION (36" AND GREATER - 99,710 LF)</b>	
A.    Inspection	\$6,528
B.    Document Violations	\$1,451
C.    Inspection Preparation Plan	\$6,045
D.    Update Facilities Drawings	\$9,671
*****	
Sub-total =	\$23,695
<b>2. DRAINAGE AREA MANAGEMENT PLAN (DAMP)</b>	
A.    Catch Basin Maintenance	\$183,213
B.    Street Sweeping	\$289,429
C.    Development of Ordinances/Policies/BMPs	\$14,507
D.    Training Program Implementation	\$1,813
E.    Inspection of Illegal Connections and Dumping	\$6,045
F.    Development of Municipal Facilities Strategy	\$6,045
G.    Litter/Trash Characterization	\$6,045
*****	
Sub-total =	\$507,096
<b>3. PROGRAM ADMINISTRATION &amp; SUPERVISION</b>	
A.    Program Management	\$18,134
B.    Consultant's Fee (RCFC&WCD)	\$15,352
*****	
Sub-total =	\$33,486
<b>4. LEGAL MAILINGS</b>	
A.    Associate Environmental Engineer Cost	\$3,506
B.    Clerk's Cost	\$1,390
C.    Postage Cost	\$22,968
*****	
Sub-total =	\$27,864
<b>5. ASSESSOR CHARGE - \$0.25/parcel</b>	\$13,673
<b>6. COUNTY COMPUTER TIME</b>	\$5,047
<b>7. CSA 152 ADMINISTRATION FEE (6%)</b>	\$38,991
<b>TOTAL PROJECTED YEARLY COST (1. through 7.)</b>	<b>\$649,851</b>
 <b>ANNUAL ASSESSMENT</b>	
<hr style="width: 20%; margin-left: 0;"/>	
<b>COST</b>	<b>\$649,851</b>
<b>TOTAL BENEFIT ASSESSMENT UNITS</b>	<b>79736</b>
<b>ANNUAL ASSESSMENT PER BAU</b>	<b>\$8.15</b>



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** December 15, 2015

**TITLE:** AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR THE CYCLE 2 CITYWIDE PAVEMENT RESURFACING, PROJECT NO. 801 0003 70 77

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Award the construction contract to All American Asphalt, P.O. Box 2229, Corona, CA 92878, the lowest responsible bidder for the Cycle 2 Citywide Pavement Resurfacing Project.
2. Authorize the City Manager to execute a contract with All American Asphalt.
3. Authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$2,135,980.00 (\$1,941,800 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 All American Asphalt up to, but not exceeding, the 10% contingency amount of \$194,180.00, subject to the approval of the City Attorney.
5. Authorize the re-appropriation of \$391,464 of Measure A funds (Fund 2001) from the Citywide Annual Pavement Resurfacing project to the Reche Vista Drive Realignment from Perris Boulevard/Heacock Street Intersection to the North City Limits project.
6. Authorize the re-appropriation of \$427,364 of Capital Projects Reimbursement funds (Fund 3008) from the Citywide Annual Pavement Resurfacing project to

the Reche Vista Drive Realignment from Perris Boulevard/Heacock Street Intersection to the North City Limits project.

7. Authorize the re-appropriation of \$1,418,828 of Total Road Improvement Program (TRIP) funds (Fund 3411) to the Citywide Annual Pavement Resurfacing project: \$500,000 from the Nason Street Widening from Cactus Avenue to Fir Avenue project and \$918,828 from the Reche Vista Drive Realignment from Perris Boulevard/Heacock Street Intersection to the North City Limits project.

## **SUMMARY**

This report recommends approval of a contract with All American Asphalt for the construction of the Cycle 2 Citywide Pavement Resurfacing Project (Project). The Project involves the pavement resurfacing and related street improvements for Frederick Street from Alessandro Boulevard to Sunnymead Boulevard and Elsworth Street from Cactus Avenue to Business Center Drive. The Project provides Frederick Street and Elsworth Street with a new pavement surface, which will enhance drivability, and extends the service life of the pavement. The Project also provides upgrades to various access ramps within the paving limits to meet current ADA standards. The Project is funded with the federal Surface Transportation Program (STP) Grant and the proceeds from the California Communities Gas Tax Revenue Certificates of Participation, Series 2001B, Total Road Improvement Program (TRIP). This project has been approved in the Fiscal Year 2015/2016 Capital Improvement Plan.

This report also recommends the re-appropriation of funding sources between three Capital Improvement Plan (CIP) projects: (1) Citywide Annual Pavement Resurfacing, (2) Nason Street Widening from Cactus Avenue to Fir Avenue, and (3) Reche Vista Realignment from Perris Boulevard/Heacock Street Intersection to the North City Limits. The re-appropriation of funds will ensure full expenditure of the TRIP funds by the June 30, 2016 deadline.

## **DISCUSSION**

On July 26, 2011, the City Council adopted Resolution No. 2011-81 approving the sale, execution, and delivery of not more than \$20 million in principal amount of the TRIP for City street improvements. As part of the adoption of the FY 2013-2014 Capital Improvement Plan Budget, the City Council has authorized the appropriation of TRIP proceeds for the Project to resurface various arterial and collector street segments, as well as for the improvements of Nason Street and Reche Vista Drive.

On March 26, 2013 the City Council authorized the submittal of the STP grant proposal to the Riverside County Transportation Commission (RCTC) to obtain federal funds for resurfacing of certain arterial streets. On April 23, 2013 the City Council ratified the modifications made to the STP grant proposal to include Frederick Street and Elsworth Street to the list of candidate streets for pavement resurfacing. The City was eventually

awarded \$1,084,000 in STP grant funding for the resurfacing of Frederick Street and Elsworth Street.

The California Department of Transportation (Caltrans) determined on September 9, 2014 that the Project is a Categorical Exclusion under the National Environmental Policy Act (NEPA), Section 23 CFR 771.117(d). The Planning Division of the Community and Economic Development Department determined on September 15, 2014 that the Project qualifies for a Class 1 Categorical Exemption as defined in Section 15301(c) of the California Environmental Quality Act (CEQA) and Section 4.6B of the City's Rules and Procedures for implementation of CEQA. On August 20, 2015 Caltrans approved the City's request to advertise the project for construction bids.

The scope of work for the Project includes the removal of existing pavement surface and construction of new pavement surface on Frederick Street and Elsworth Street, reconstruction of access ramps within the paving limits, reconstruction of cross gutters at Frederick Street/Cottonwood Avenue and Frederick Street/Dracaea Avenue intersections, installation of traffic signal video detection, and reestablishment of traffic striping, and pavement markings.

As identified in the Bidding Documents, the Project scope of work was categorized to include the Base Bid and various Alternate Bids in order to maximize the utilization of the available budgeted funds.

Base Bid and Alternate Bids A-1, A-2, and A-3, include pavement resurfacing and related street improvements for a section of Frederick Street from Alessandro Boulevard to Eucalyptus Avenue.

Alternate Bids B, B-1, B-2, and B-3, include pavement resurfacing and related street improvements for a section of Frederick Street from Eucalyptus Avenue to Sunnymead Boulevard.

Alternate Bid C includes pavement resurfacing related street improvements for Elsworth Street from Cactus Avenue to Business Center Drive.

The Notice Inviting Bids was advertised for the subject project and formal bidding procedures have been followed in conformance with the Public Contract Code. Bids were received via the electronic bid management system, PlanetBids, on November, 9, 2015, and six (6) bids were received as follows:

<u>CONTRACTORS</u>	<u>Total Bid Amounts</u> (Base Bid plus all Alternate Bids)
1. All American Asphalt, Corona.....	\$2,061,060.00
2. Hardy and Harper, Inc., Santa Ana.....	\$2,143,000.00
3. Griffith Company, Montclair .....	\$2,472,802.00
4. R.J. Noble Company, Orange.....	\$2,630,812.20

5.	Vance Corporation, Rialto .....	\$2,634,708.00
6.	PALP, Long Beach .....	\$2,678,112.80

The lowest responsible bidder was determined by comparing the cumulative total Bid Prices for Base Bid and all Alternates Bid items as stipulated in the Bidding Documents. Staff has reviewed the bid by All American Asphalt and determined it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by All American Asphalt in their bid. Based on the amount of available funding, the needs to construct the improvements, and the favorable bids received, staff recommends the City Council to award the Base Bid and Alternate Bids A-3, B, B-1, B-3 and C for the total bid amount of \$1,941,800.00 to All American Asphalt.

**ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely expenditure of grant and TRIP funds and the construction of the pavement resurfacing and other needed improvements for Frederick Street and Elsworth Street.*
  
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will prevent the project from meeting grant and TRIP funds expenditure deadlines and delay the construction of needed improvements.*

**FISCAL IMPACT**

The Project is included in the Fiscal Year 2015/2016 CIP. The project is funded with the STP Grant and TRIP funds. Staff requests authorization for the re-appropriation of funding sources between three Capital Improvement Plan (CIP) projects, Citywide Annual Pavement Resurfacing, Nason Street Widening from Cactus Avenue to Fir Avenue, and Reche Vista Realignment from Perris Boulevard/Heacock Street Intersection to the North City Limits to ensure full expenditure of the TRIP funds by the June 30, 2016 deadline. There is no impact to the General Fund.

All American Asphalt’s bid amount for the Base Bid plus Alternates A-3, B, B-1, B-3, and C is \$1,941,800.00. Staff is recommending that the City Council authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$2,135,980.00 (bid amount plus 10% contingency). The contingency is added to the account for any unforeseen subsurface conditions encountered during construction which may result in changes in costs. Unforeseen conditions may include unsuitable soils, unknown or shallow conflicting utilities, or hazardous waste which need to be properly processed and removed. At the completion of the project, any remaining project budget balance in TRIP funds can be saved for other street improvements.

Once constructed, street maintenance costs over a 20 year period are estimated to average approximately \$12,000 per year. Maintenance costs are typically funded by Measure A or Gas Tax monies that the City receives on an annual basis.

**PROPOSED RE-APPROPRIATION OF FUNDS**

Description	Fund	GL Account No. Project No.	Type (Rev/Exp)	FY 15/16 Budget	Proposed Adjustments	FY 15/16 Amended Budget
Measure A	2001	2001-70-77-80001-720199	Exp	\$7,171,650	\$0	\$7,171,650
		801 0003 70 77-2001-99	Exp	\$391,464	(\$391,464)	\$0
		801 0009 70 77-2001-99	Exp	\$0	\$391,464	\$391,464
Capital Projects Reimbursements	3008	3008-70-77-80001-720199	Exp	\$1,706,622	\$0	\$1,706,622
		801 0003 70 77-3008-99	Exp	\$427,367	(\$427,367)	\$0
		801 0009 70 77-3008-99	Exp	\$0	\$427,367	\$427,367
TRIP	3411	3411-70-77-80001-720199	Exp	\$7,183,614	\$0	\$7,183,614
		801 0001 70 77-3411-99	Exp	\$4,212,817	(\$500,000)	\$3,712,817
		801 0009 70 77-3411-99	Exp	\$2,956,557	(\$918,828)	\$2,037,729
		801 0003 70 77-3411-99	Exp	\$0	\$1,418,828	\$1,418,828

**AVAILABLE FUNDS FOR CONSTRUCTION:**

Surface Transportation Program Grant  
 (Account No. 2001A-70-77-80001, Project No. 801 0003 70 77) ..... \$ 1,270,000.00  
 TRIP  
 (Account No. 3411-70-77-80001, Project No. 801 0003 70 77) ..... \$ 1,418,828.00  
 Total ..... \$2,688,828.00

**ESTIMATED CONSTRUCTION COSTS:**

Contractor Construction Costs (Include Contingency)..... \$2,135,980.00  
 Construction Geotechnical Services..... \$25,000  
 Construction Survey Services ..... \$35,000  
 Project Administration and Inspection\* ..... \$40,000  
 Total ..... \$2,235,980.00

*\*City staff will provide Construction Management, and Inspection Services.*

**ANTICIPATED PROJECT SCHEDULE:**

Award Construction Contract .....January 2016  
 Complete Construction.....May 2016

**NOTIFICATION**

During the design phase all utilities were notified of the project. Prior to construction starting, adjacent property owners, business owners, law enforcement, fire department, and other emergency services responders in the area will be notified of the construction.

Changeable message signs will be placed in advance of construction zone to provide notification to commuters at least one week before start of work or changes in traffic configuration during construction.

**PREPARATION OF STAFF REPORT**

Prepared By:

Department Head Approval:

Quang Nguyen, P.E.  
Senior Engineer

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

Concurred By:  
Prem Kumar, P.E.  
Deputy Public Works Director/Assistant City Engineer

**CITY COUNCIL GOALS**

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

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

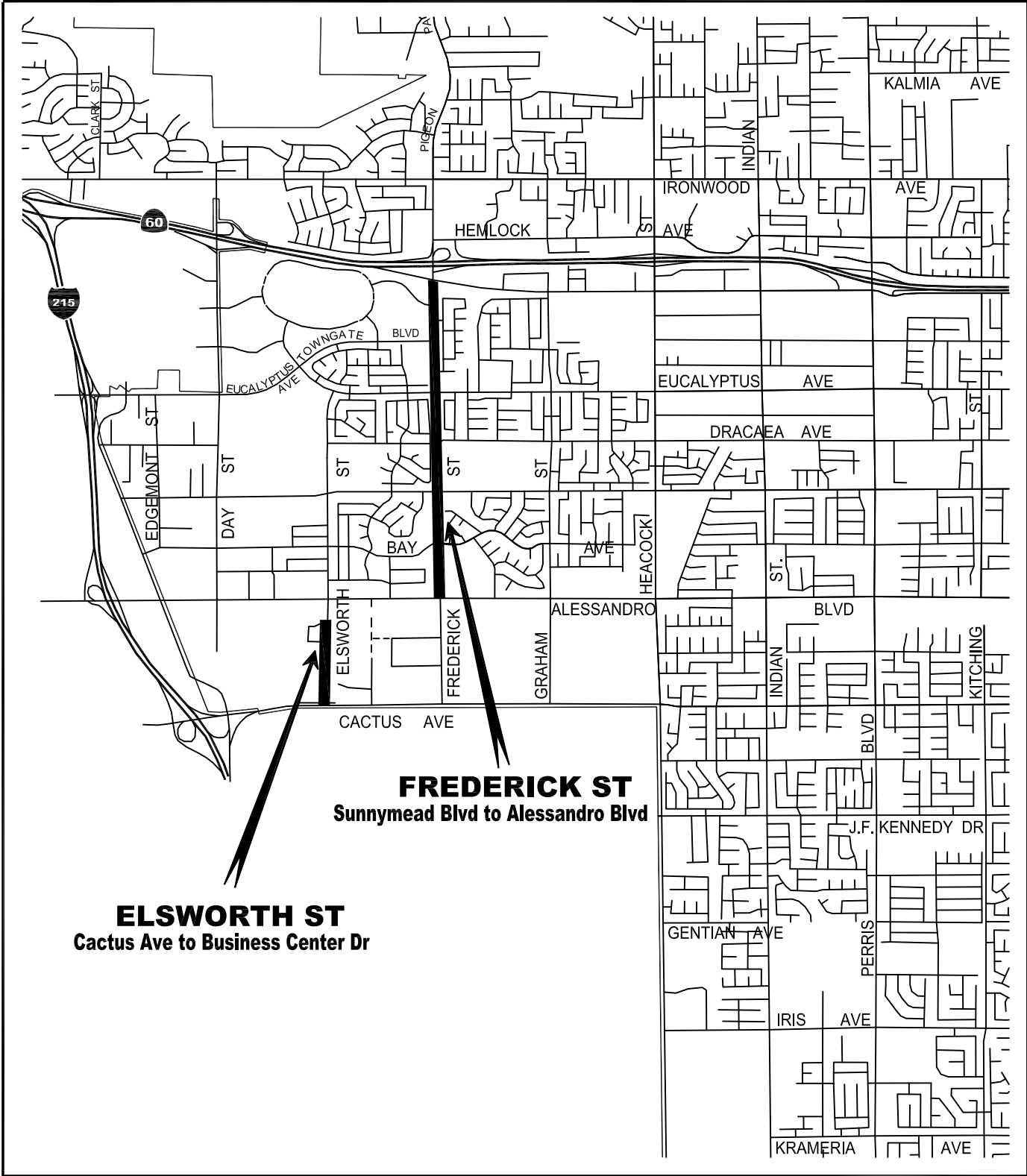
**ATTACHMENTS**

1. Location Map
2. Contractor Agreement

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	11/25/15 3:37 PM
City Attorney Approval	<u>✓ Approved</u>	11/19/15 10:15 AM
City Manager Approval	<u>✓ Approved</u>	11/30/15 6:00 PM

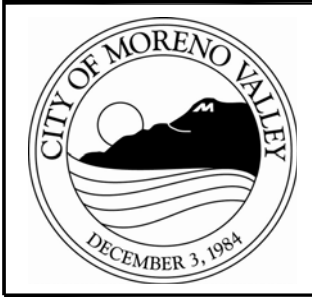




**FREDERICK ST**  
Sunnymead Blvd to Alessandro Blvd

**ELSWORTH ST**  
Cactus Ave to Business Center Dr

Attachment: Location Map (1773 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT)



**LOCATION MAP**

Public Works Department Capital Projects Division	<b>CYCLE 2 CITYWIDE PAVEMENT RESURFACING</b>  <b>FREDERICK STREET AND ELSWORTH STREET</b>
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Agreement No. \_\_\_\_\_

**AGREEMENT****PROJECT NO. 801 0003 70 77****CYCLE 2 CITYWIDE PAVEMENT RESURFACING  
Frederick Street from Alessandro Boulevard to Sunnymead Boulevard and  
Elsworth Street from Cactus Avenue to Business Center Drive**

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

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

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

- A. Governmental approvals, including, but not limited to, permits required for the Work
- B. Any and all Contract Change Orders issued after execution of this Agreement
- C. This Agreement
- D. Addenda No. 1 inclusive, issued prior to the opening of the Bids
- E. City Special Provisions, including the General Provisions and Technical Provisions
- F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- G. Reference Specifications/Reference Documents other than those listed in paragraph 2, below
- H. Project Plans
- I. City Standard Plans
- J. Caltrans Standard Plans
- K. EMWD Standard Plans
- L. The bound Bidding Documents
- M. Contractor's Certificates of Insurance and Additional Insured Endorsements
- N. Contractor's Bidder's Proposal and Subcontractor Listing
- O. Bidder's DBE Commitment Form
- P. City of Moreno Valley Supplementary General Conditions
- Q. City of Moreno Valley Caltrans Contractor Supplementary General Conditions

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

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

NONE

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

**4. PAYMENT.**

**4.1. Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is **One Million Nine Hundred Forty One Thousand Eight Hundred Dollars (\$1,941,800.00)** ("Contract Price"). The Alternate Bid Items selected by the City and included in the Contract are: **A-3, B, B-1, B-3, and C**. It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

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

**5. CONTRACT TIME.**

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

Base Bid	30 Working Days
Alternate A-3	10 Working Days
Alternate B	25 Working Days
Alternates B-1 and B-3	10 Working Days
Alternate C	<u>25 Working Days</u>
Total	100 Working Days

**B. Initial Notice to Proceed.** After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **One Hundred (100) Working Days for Base Bid plus Alternate Bids (A-3, B, B-1, B-3, and C)**. The

Attachment: Contractor Agreement (1773 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT)

Contract Time includes the time necessary to fulfill preconstruction requirements, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements shall further specify that Contractor must complete the preconstruction requirements within **Fifteen (15) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

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

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents

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

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

## 6. LIQUIDATED DAMAGES AND CONTROL OF WORK

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

In the event that Contractor fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$500.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late

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

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

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

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

## 7. INSURANCE.

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

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

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

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

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

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

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

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

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
  - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
  - (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor

has a program that fulfills functions that a primary insurer would fill; and

- (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
- (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
  - (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
  - (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

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

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

**7.9. Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and

liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions.

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

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

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

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

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

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

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



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

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

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

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

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

## **10. INDEMNIFICATION.**

**10.1. General.** To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), and

the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;

- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

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

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

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

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

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

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

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

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

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

**(SIGNATURE PAGE FOLLOWS)**

CITY OF MORENO VALLEY, Municipal Corporation

ALL AMERICAN ASPHALT

BY: \_\_\_\_\_  
City Manager

License No./  
Classification: \_\_\_\_\_

DATE: \_\_\_\_\_

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

Federal I.D. No.: \_\_\_\_\_

<u>INTERNAL USE ONLY</u>	
ATTEST:	
_____ City Clerk <i>(only needed if Mayor signs)</i>	
APPROVED AS TO LEGAL FORM:	
_____ City Attorney	
_____ Date	
RECOMMENDED FOR APPROVAL:	
_____ Public Works Director/City Engineer <i>(if contract exceeds \$15,000)</i>	
_____ Date	
_____ Chief Financial Officer/City Treasurer	
_____ Date	

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SIGNING INSTRUCTIONS TO THE CONTRACTOR:**

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

Attachment: Contractor Agreement (1773 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT)



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** December 15, 2015

**TITLE:** RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2014-15

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Receive and file the Annual Report on Development Impact Fees in compliance with California Government Code 66006.
2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

### **SUMMARY**

Government Code Section 66006 requires cities that impose impact fees to render an annual accounting of the fees and to provide findings that support the retention of any fees that have been held in excess of five years and remain unexpended or have not been committed to projects. The City has no Development Impact Fees (DIF) that are unexpended and uncommitted for a period of five years or more. The information included in this staff report is provided to comply with State law.

### **DISCUSSION**

Government Code Section 66006 requires cities imposing impact fees to undertake an annual accounting of such fees within 180 days of the fiscal year end. The Code also requires that the accounting be made available for public review. The accounting must provide the beginning and ending balances for the fiscal year, receipts, disbursements, interest earned and any other income. The report must include a description of how the fees were expended during the past year. If fees are unexpended, whether committed or uncommitted for a period of five or more years, the report must include a finding regarding the continuing need for the fees. If a continuing need cannot be shown, State

law requires that the City refund the unused, uncommitted fees. The City's report contains no such instances of unexpended and uncommitted Development Impact Fees.

The attached Annual Report on Development Impact Fees is for the fiscal year ended June 30, 2015. This report is prepared in compliance with the California Government Code Section 66006 regarding the annual accounting of impact fees. The accounting was complete and the required information was available to the public within the required time frame, 180 days subsequent to fiscal year end. The report has been available for public review on file in the City Clerk's office for more than 15 days prior to being considered by the City Council, in accordance with state law.

On June 9, 2015 the City Council approved Resolution 2015-38 which amended short-term loans from the General Fund to address negative cash balances in the Police (\$3,500,000), Recreation Center (\$60,000) and Animal Shelter (\$147,000) DIF funds. The loan agreement calls for repayment by June 30, 2016 or, if the funds are not repaid, the issue is to be reconsidered by the City Council.

This report does not include any findings that require the return of unexpended or uncommitted DIF fees. This report does make a finding for continuing to hold previously collected development impact fees. All funds collected and held by the City as of June 30, 2015 within each of the 14 respective Development Impact Fee funds are designated for specific capital projects, consistent with the Development Impact Fee Study Final Report approved by the City Council on December 11, 2012, and the Capital Improvement Plan approved by the City Council on May 27, 2014.

Interest earnings attributable to the DIF funds totaled \$259,552 for the year.

## **ALTERNATIVES**

The following alternatives are available to the City Council:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006 and approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees. *Staff recommends this alternative to comply with the reporting requirements of the California Government Code.*
2. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006 but reject the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees. *Staff does not recommend this alternative in that this action could result in the need to refund unexpended fees such that projects and debt service intended to be funded through these fees would be left without a funding source.*

## **FISCAL IMPACT**

There is no fiscal impact resulting from the recommended action; the information included in the staff report is provided to comply with State law.

**NOTIFICATION**

Publication of the agenda and the report was made available for public review on November 16, 2015.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Brooke McKinney  
Treasury Operations Division Manager

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

**CITY COUNCIL GOALS**

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

**ATTACHMENTS**

- 1. Annual Report on Development Impact Fees Report FY 2015
- 2. DIF Fees Table

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	11/30/15 9:05 AM
City Attorney Approval	<u>✓ Approved</u>	11/30/15 10:16 AM
City Manager Approval	<u>✓ Approved</u>	12/01/15 2:31 PM



**City of Moreno Valley  
Annual Report on Development Impact Fees  
For the Fiscal Year Ended June 30, 2015**

Pursuant to Government Code Section 66006, the following report on the receipt, use and retention of development impact fees for fiscal year ended June 30, 2015 is hereby presented to the City Council for review and approval.

Fund Number / Fund Name	Beginning Fund Balance July 1, 2014	Receipts	Disbursements	Transfers In	Interest Earnings	Ending Fund Balance June 30, 2015
2901 Arterial Streets Development Impact Fee	\$ (323,887)	\$ 454,120	\$ (905,399)	\$ 910,546	\$ 5,700	\$ 141,080
2902 Traffic Signal Development Impact Fee	\$ 79,296	\$ 486,519	\$ (80,000)	\$ -	\$ 6,402	\$ 492,217
2903 Fire Facility Development Impact Fee	\$ 440,077	\$ 938,375	\$ (207,857)	\$ -	\$ 16,639	\$ 1,187,234
2904 Police Facility Development Impact Fee	\$ (3,298,848)	\$ 454,771	\$ (551,628)	\$ -	\$ -	\$ (3,395,705)
2905 Parkland Facilities Development Impact Fee	\$ 3,004,164	\$ 166,469	\$ -	\$ -	\$ 47,496	\$ 3,218,129
2906 Quimby In-Lieu Park Fee	\$ 1,914,394	\$ -	\$ (325,000)	\$ -	\$ 26,113	\$ 1,615,507
2907 Recreation Center Development Impact Fee	\$ (81,407)	\$ 60,378	\$ -	\$ -	\$ -	\$ (21,029)
2908 Libraries Development Impact Fee	\$ 4,392,431	\$ 28,536	\$ -	\$ -	\$ 67,439	\$ 4,488,406
2909 City Hall Development Impact Fee	\$ 2,343,497	\$ 171,761	\$ -	\$ -	\$ 37,818	\$ 2,553,076
2910 Corporate Yard Development Impact Fee	\$ 3,083,779	\$ 521,837	\$ (3,481,952)	\$ -	\$ 37,453	\$ 161,117
2911 Interchange Improvements Development Impact Fee	\$ 472,221	\$ 444,877	\$ (392,996)	\$ -	\$ 9,649	\$ 533,751
2912 Maintenance Equipment Development Impact Fee	\$ 199,202	\$ 144,443	\$ -	\$ -	\$ 4,843	\$ 348,488
2913 Animal Shelter Development Impact Fee	\$ (154,646)	\$ 17,139	\$ -	\$ -	\$ -	\$ (137,507)
2914 Administration Development Impact Fee	\$ 58,085	\$ 77,785	\$ (45,520)	\$ -	\$ -	\$ 90,350

Attachment: Annual Report on Development Impact Fees Report FY 2015 (1771 : RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT

The reservation of Fund Balance and disbursement information for each of the above funds is as follows:

<u>Fund 2901 - Arterial Streets Development Impact Fee</u>	<u>% Funded by Impact Fees</u>	
<u>Fund Balance Designations:</u>		
Future Arterial Streets Development	<u>\$ 141,080</u>	
Unreserved Fund Balance	None	
Funds unexpended or uncommitted for five years or more	None	
<u>Disbursements:</u>		
Debt Service – 2005 Lease Revenue Bonds Current Year	243,000	100%
Debt Service – 2013 Refunding Lease Revenue Bonds Current Year	471,399	100%
Debt Service – 2014 Refunding Lease Revenue Bonds Current Year	191,000	100%
	<u>\$ 905,399</u>	

<u>Fund 2902 - Traffic Signal Development Impact Fee</u>	<u>% Funded by Impact Fees</u>	
<u>Fund Balance Designations:</u>		
Future Traffic Signal Development	<u>\$ 492,217</u>	
Unreserved Fund Balance	None	
Funds unexpended or uncommitted for five years or more	None	
<u>Disbursements:</u>		
Traffic Signal Upgrades	<u>80,000</u>	100%
	<u>\$ 80,000</u>	

**Fund 2903 - Fire Facility Development Impact Fees**

**% Funded by Impact Fees**

Fund Balance Designations:

Future Fire Facility \$ 1,187,234

Unreserved Fund Balance None  
 Funds unexpended or uncommitted for five years or more None

Disbursements:

Debt Service – 2005 Lease Revenue Bonds	56,000	100%
Debt Service – 2013 Refunding Lease Revenue Bonds	107,857	100%
Debt Service – 2014 Refunding Lease Revenue Bonds	44,000	100%
	<u>\$ 207,857</u>	

**Fund 2904 - Police Facility Development Impact Fee**

**% Funded by Impact Fees**

Fund Balance Designations:

Future Police Facility \$(3,395,705)

Unreserved Fund Balance None  
 Funds unexpended or uncommitted for five years or more None

Disbursements:

Debt Service – 2005 Lease Revenue Bonds	148,000	100%
Debt Service – 2013 Refunding Lease Revenue Bonds	286,628	100%
Debt Service – 2014 Refunding Lease Revenue Bonds	117,000	100%
	<u>\$ 551,628</u>	

**Fund 2905 - Parkland Facilities Development Impact Fee**

**% Funded by Impact Fees**

Fund Balance Designations:

Future Parkland Facility \$ 3,218,129

Unreserved Fund Balance None  
 Funds unexpended or uncommitted for five years or more None

Disbursements:

No Disbursements -  
\$ -

**Fund 2906 - Quimby In-Lieu Park Fee**

<u>Fund Balance Designations:</u>		
Future Parkland	<u>\$ 1,615,507</u>	
Unreserved Fund Balance	None	
Funds unexpended or uncommitted for five years or more	None	
 <u>Disbursements:</u>		
Annual ADA Park Improvements	100,000	<u>% Funded by Impact Fees</u>
Replacement Playground Equipment	225,000	100%
	<u>\$ 325,000</u>	

**Fund 2907- Recreation Center Development Impact Fee**

<u>Fund Balance Designations:</u>		
Future Recreation Center	<u>\$ (21,029)</u>	
Unreserved Fund Balance	None	
Funds unexpended or uncommitted for five years or more	None	
 <u>Disbursements:</u>		
No Disbursements	-	<u>% Funded by Impact Fees</u>
	<u>\$ -</u>	

**Fund 2908 - Libraries Development Impact Fee**

<u>Fund Balance Designations:</u>		
Future Libraries	<u>\$ 4,488,406</u>	
Unreserved Fund Balance	None	
Funds unexpended or uncommitted for five years or more	None	
 <u>Disbursements:</u>		
No Disbursements	-	<u>% Funded by Impact Fees</u>
	<u>\$ -</u>	

**Fund 2909 - City Hall Development Impact Fee**

<u>Fund Balance Designations:</u>		
Future City Hall	<u>\$ 2,553,076</u>	
Unreserved Fund Balance	None	
Funds unexpended or uncommitted for five years or more	None	
		<b><u>% Funded by Impact Fees</u></b>
<u>Disbursements:</u>		
No Disbursements	-	
	<u>\$ -</u>	

**Fund 2910 - Corporate Yard Development Impact Fee**

<u>Fund Balance Designations:</u>		
Future Corporate Yard	<u>\$ 161,117</u>	
Unreserved Fund Balance	None	
Funds unexpended or uncommitted for five years or more	None	
		<b><u>% Funded by Impact Fees</u></b>
<u>Disbursements:</u>		
Corporate Yard Phase I	3,481,952	92%
	<u>\$ 3,481,952</u>	

**Fund 2911 - Interchange Improvements**

<u>Fund Balance Designations:</u>		
Future Interchange Improvements	<u>\$ 533,751</u>	
Unreserved Fund Balance	None	
Funds unexpended or uncommitted for five years or more	None	
		<b><u>% Funded by Impact Fees</u></b>
<u>Disbursements:</u>		
No Disbursements	-	
	<u>\$ -</u>	

**Fund 2912 - Maintenance Equipment Development Impact Fee**

Fund Balance Designations:

Future Maintenance Equipment \$ 348,488

Unreserved Fund Balance None

Funds unexpended or uncommitted for five years or more None

Disbursements:

No Disbursements

**% Funded by  
Impact Fees**

-

\$ -

**Fund 2913 - Animal Shelter Development Impact Fee**

Fund Balance Designations:

Future Animal Shelter \$ (137,507)

Unreserved Fund Balance None

Funds unexpended or uncommitted for five years or more None

Disbursements:

No Disbursements

**% Funded by  
Impact Fees**

-

\$ -

**Fund 2914 Administration Development Impact Fee**

Fund Balance Designations:

Future Development Impact Fee Study \$ 90,350

Unreserved Fund Balance None

Funds unexpended or uncommitted for five years or more None

Disbursements:

No Disbursements

**% Funded by  
Impact Fees**

-

\$ -

Attachment: Annual Report on Development Impact Fees Report FY 2015 (1771 : RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT

**Section 11 - Development Impact Fees**

Date Adopted:  
07/09/2013

Unit	Residential				Commercial		Industrial		Office
	Single Family	Affordable Single Family	Multi-Family	Affordable Multi-Family	General	Regional	General	High-Cube	
	DU	DU	DU	DU	KSF	KSF	KSF	KSF	
Transportation Uniform Mitigation Fees (TUMF)	\$ 8,873.00	\$ -	\$ 6,231.00	\$ -	\$ 10,490.00	\$ 10,490.00	\$ 1,730.00	See note [5]	\$ 2,190.00
Arterial Streets	\$ 1,125.00	\$ 563.00	\$ 788.00	\$ 394.00	\$ 1,480.00	\$ 1,298.00	\$ 730.00	\$ 171.00	\$ 1,023.00
Traffic Signals	\$ 765.00	\$ 382.00	\$ 535.00	\$ 268.00	\$ 1,006.00	\$ 882.00	\$ 496.00	\$ 116.00	\$ 695.00
Interchange Improvement	\$ 701.00	\$ 350.00	\$ 491.00	\$ 245.00	\$ 922.00	\$ 808.00	\$ 455.00	\$ 106.00	\$ 637.00
Fire Facilities	\$ 981.00	\$ 490.00	\$ 262.00	\$ 131.00	\$ 360.00	\$ 360.00	\$ 257.00	\$ 257.00	\$ 300.00
Police Facilities	\$ 494.00	\$ 247.00	\$ 192.00	\$ 96.00	\$ 646.00	\$ 553.00	\$ 116.00	\$ 116.00	\$ 247.00
Park Improvements	\$ 2,729.00	\$ 1,364.00	\$ 2,332.00	\$ 1,166.00	\$ -	\$ -	\$ -	\$ -	\$ -
Recreation Centers	\$ 694.00	\$ 347.00	\$ 593.00	\$ 297.00	\$ -	\$ -	\$ -	\$ -	\$ -
Libraries and Materials	\$ 328.00	\$ 164.00	\$ 280.00	\$ 140.00	\$ -	\$ -	\$ -	\$ -	\$ -
Animal Shelter	\$ 197.00	\$ 98.00	\$ 168.00	\$ 84.00	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Equipment	\$ 152.00	\$ 76.00	\$ 41.00	\$ 20.00	\$ 56.00	\$ 56.00	\$ 40.00	\$ 40.00	\$ 47.00
City Hall	\$ 181.00	\$ 90.00	\$ 48.00	\$ 24.00	\$ 66.00	\$ 66.00	\$ 47.00	\$ 47.00	\$ 55.00
Corporate Yard	\$ 543.00	\$ 272.00	\$ 145.00	\$ 72.00	\$ 200.00	\$ 200.00	\$ 143.00	\$ 143.00	\$ 166.00
<b>Total</b>	<b>\$ 17,763.00</b>	<b>\$ 4,443.00</b>	<b>\$ 12,106.00</b>	<b>\$ 2,937.00</b>	<b>\$ 15,226.00</b>	<b>\$ 14,713.00</b>	<b>\$ 4,014.00</b>	<b>\$ 996.00</b>	<b>\$ 5,360.00</b>
2% Admin Fee	\$ 177.00	\$ 88.86	\$ 117.50	\$ 58.74	\$ 94.72	\$ 84.46	\$ 45.68	\$ 19.92	\$ 63.40
<b>TOTAL</b>	<b>\$ 17,940.00</b>	<b>\$ 4,531.86</b>	<b>\$ 12,223.50</b>	<b>\$ 2,995.74</b>	<b>\$ 15,320.72</b>	<b>\$ 14,797.46</b>	<b>\$ 4,059.68</b>	<b>\$ 1,015.92</b>	<b>\$ 5,423.40</b>

**NOTES:**

1. The general policy is that all impact fees will be adjusted annually.
2. The fees will be adjusted to reflect the annual increase using the Council approved 20-City Average Building Code Index of the Engineering News Record.
3. TUMF fees are set by the Western Riverside County Organization of Governments (WRCOG). MSHCP and SKR mitigation fees also apply. MSHCP mitigation fees are set by the Western Riverside County-Regional Conservation Authority. SKR mitigation fees are set by the Riverside County Habitat Conservation Agency.
4. High Cube Warehouse and Distribution Centers are defined as those with a minimum gross floor area of more than 200,000 square feet, a minimum ceiling height of 24 feet, and a minimum of dock-high door loading ratio of 1 door per 10,000 square feet.
5. TUMF fees will apply. The TUMF fee for high cube is calculated based on an adjusted square footage which is determined by multiplying the building square footage exceeding 200,000 square feet by 0.24, and then adding 200,000. The adjusted square footage is then multiplied by the adopted TUMF industrial fee (currently \$1.73 per square foot).

**UNITS LEGEND**

DU = Dwelling Unit for residential Development types

KSF = 1,000 gross square feet of building area for commercial, industrial and office development types

**IMPLEMENTATION NOTES:**

All development impact fees shall be charged at 100% of the fees as calculated in the Development Impact Fee Update Study Report (nexus study).

With respect to Residential Affordable Single-Family and Residential Affordable Multi-Family, these fees shall be collected at the Council-approved reduced amount. These fees do not increase the impacts on other residential developments.

Attachment: DIF Fees Table (1771) : RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Mike Lee, Economic Development Director

**AGENDA DATE:** December 15, 2015

**TITLE:** EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH STONECREEK COMPANY FOR FUTURE GROUND LEASE OF CITY-OWNED PROPERTY ON CACTUS AVENUE AND DAY STREET

---

### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve an 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 Exclusive Right to Negotiate agreement with StoneCreek Company.
3. Authorize the City Manager or designee to negotiate a Ground Lease during the Exclusive Right to Negotiate period for the development of City-owned property at Cactus Avenue and Day Street.

### **SUMMARY**

This report requests City Council approval of an Exclusive Right to Negotiate agreement ("ERN") for the proposed development of City-owned property at Cactus Avenue and Day Street. If the City Council approves, staff seeks further authorization to negotiate a Ground Lease with StoneCreek Company ("StoneCreek"), which would be brought back to the City Council for consideration in a future public meeting.

### **BACKGROUND**

The City owns 16.92 gross acres of vacant land on the north side of Cactus Avenue, east and west of Day Street ("City Parcels" - depicted in Attachment 1). This property



was originally obtained from Caltrans when Interstate 215 was realigned and the abandoned right-of-way became surplus property. The City accepted the property relinquishment, intending to hold the parcels for future right of way needs.

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

## **DISCUSSION**

The City received an unsolicited proposal ("Conceptual StoneCreek Proposal" - Attachment 2) from StoneCreek Company ("StoneCreek") to either purchase the property, or as an alternative, secure a long term ground lease of the property from the City. The developer is proposing to develop the vacant City Parcels for industrial uses. StoneCreek owns approximately 3 gross acres on the west side of Day Street south of Old 215 Frontage Road ("StoneCreek Parcel" - Attachment 3). Because the existing parcels owned by StoneCreek and the City are relatively small and oddly shaped, combining StoneCreek and the City properties enables development of larger buildings, consistent with current industrial market demand.

If the City Council desires to develop the City Parcels in partnership with StoneCreek, staff recommends approving an ERN for 15 months with an option to extend for an additional 6 months. An ERN is a legal agreement that allows the developer a period of time to conduct various due diligence activities necessary to secure the property. If the ERN is approved, both the developer and staff will work out various site issues (e.g., unrecorded easements, site constraints, and CEQA clearance, zoning approval) during the ERN period.

Staff has negotiated the following summarized major terms of the attached draft ERN ("Exclusive Right to Negotiate" agreement - Attachment 4):

- **TERM:** ERN would be in effect for 15 months and may be extended for a period of 6 months.
- **ASSIGNMENT:** StoneCreek may not assign its rights without consent of the City, except to an entity of which the StoneCreek or a StoneCreek affiliate is a managing and/or controlling member.
- **DEVELOPMENT PLAN:** StoneCreek will present a proposed plan for the project development to the City staff for review within 90 days of the ERN effective date.
- **STONECREEK COSTS:** StoneCreek will bear all the predevelopment costs during the ERN period and any extension.
- **CITY APPLICATION FEES:** StoneCreek will pay all fees, deposits, and bonds associated with submitting and processing the City's development applications and other documents.
- **CITY COSTS:** StoneCreek will deposit \$50,000 with the City to be the source used to reimburse the City for the actual out-of-pocket costs incurred fulfilling its

obligations under the ERN, as well as negotiating / preparing the Ground Lease. If depleted, StoneCreek will make a second \$50,000 deposit to reimburse the City's out-of-pocket expenses.

- DEPOSIT: in consideration of the exclusive right to negotiate, StoneCreek will deposit \$50,000 with the City, which will be credited toward rent upon execution of a Ground Lease. If the Ground Lease is not executed, the deposit will be refundable to StoneCreek during the initial 15-month ERN term but will be nonrefundable if the ERN is extended beyond the initial 15-months.
- COUNCIL AUTHORITY: The ERN does not guarantee that any proposed Ground Lease negotiated by City staff will be approved by the City Council.

If the ERN is approved, staff will negotiate a ground lease agreement ("Ground Lease") during the ERN period that will be brought back to the City Council for consideration. The Ground Lease will include terms related to the following provisions, among others:

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

As drafted, StoneCreek is proposing to pay the City fair market value for the Ground Lease. Because the parcels are surplus property, no value was assigned when they were relinquished to the City by Caltrans. In addition, no current appraisal was conducted when the Successor Agency transferred the property to the City. As such, an appraisal will need to be completed, the cost for which StoneCreek has agreed to pay by reimbursing the City during the ERN period. Based on staff's discussion with various industrial brokers, a fair market ground lease can generate approximately \$140K to \$180K per year to the City. It is important to note that this site was a former California Department of Transportation (Caltrans) property and has severe site constraints which may diminish the value of the property and ground lease rent to the City, for the following reasons:

- The parcels are oddly shaped.
- The current use as a street right-of-way bisects the vacant land.
- Planned road configurations and possible environmental mitigations may affect values.
- To date, numerous easements for Eastern Municipal Water District, stormwater, underground pipeline for jet fuel run through the parcels. Some easements are not recorded.
- Land uses must comply with the March Air Reserve Base / Inland Port Airport Land Use Compatibility Plan. The parcels are in Accident Potential Zone I, which severely limits development by restricting building heights and allowing uses that average no more than 25 people per acre.

StoneCreek Company has extensive experience in developing medical, mixed-use commercial properties, and business parks. StoneCreek has successfully developed a

broad range of complex projects. Its expertise includes planning, entitlements, development, management, strategic planning, and negotiations. Over time, the StoneCreek real estate portfolios have included several luxury hotels, Class A office buildings, and master-planned resort and residential communities, all valued in excess of \$1 billion.

## **ALTERNATIVES**

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

## **FISCAL IMPACT**

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

If a Ground Lease is successfully negotiated and executed, the City would receive ground lease revenue. A preliminary estimate of ground lease revenue to the City is between \$140,000 and \$180,000 per year, subject to an appraisal report to substantiate fair market value. In addition, the successful development of the project may create substantial jobs and new revenues to the City's General Fund in the form of property tax revenue, business license gross receipts, and utility users taxes.

## **NOTIFICATION**

Publication of the Agenda

**PREPARATION OF STAFF REPORT**

Prepared By:  
Michele Patterson  
Economic Development Manager

Department Head Approval:  
Mike Lee  
Economic Development Director

Concurred by:  
Richard Teichert  
Chief Financial Officer / City Treasurer

Concurred by:  
Ahmad Ansari  
Public Works Director / City Engineer

**CITY COUNCIL GOALS**

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

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

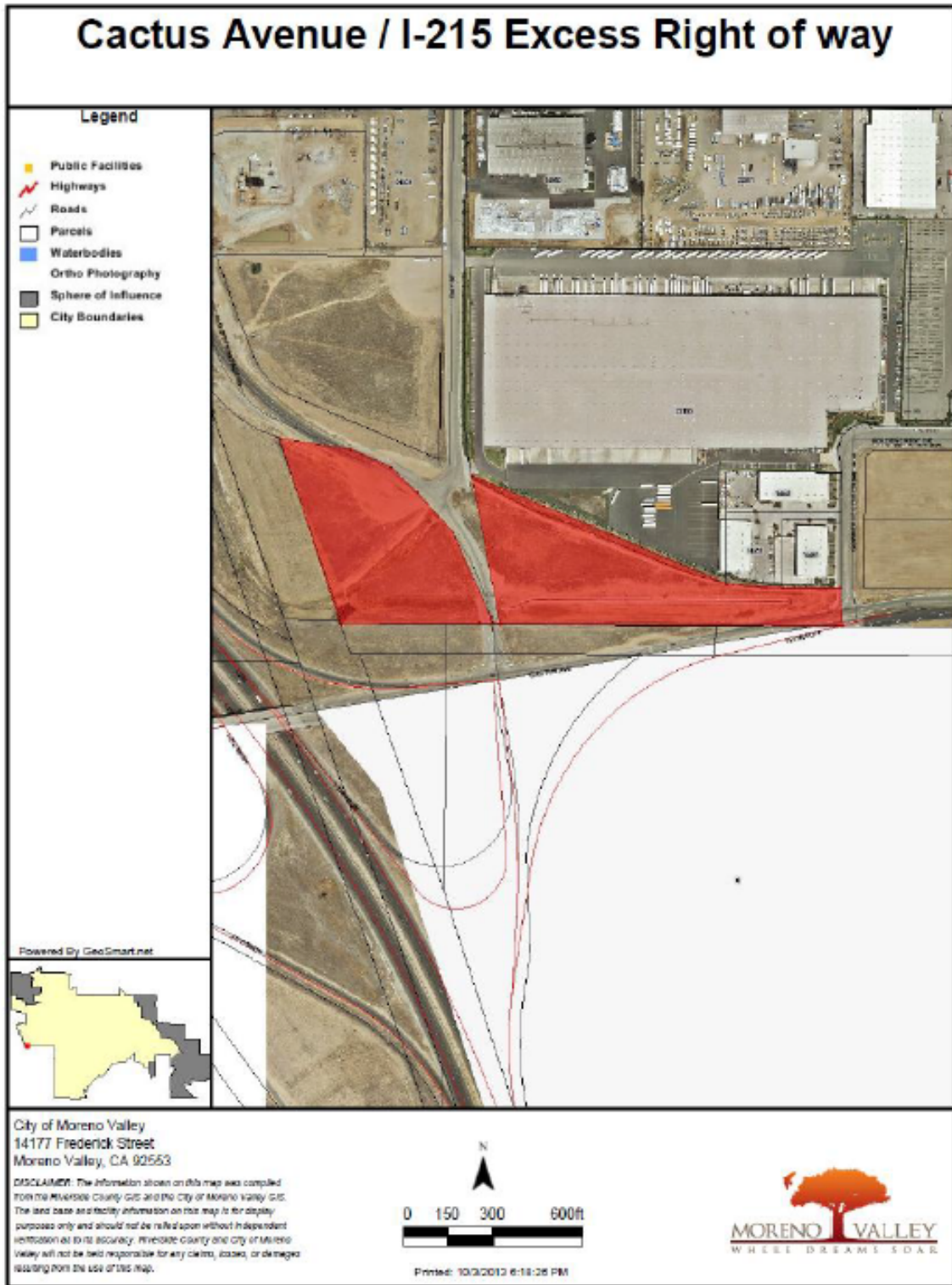
**ATTACHMENTS**

1. City Parcels
2. Conceptual StoneCreek Proposal
3. StoneCreek Parcel
4. Exclusive Right to Negotiate Agreement

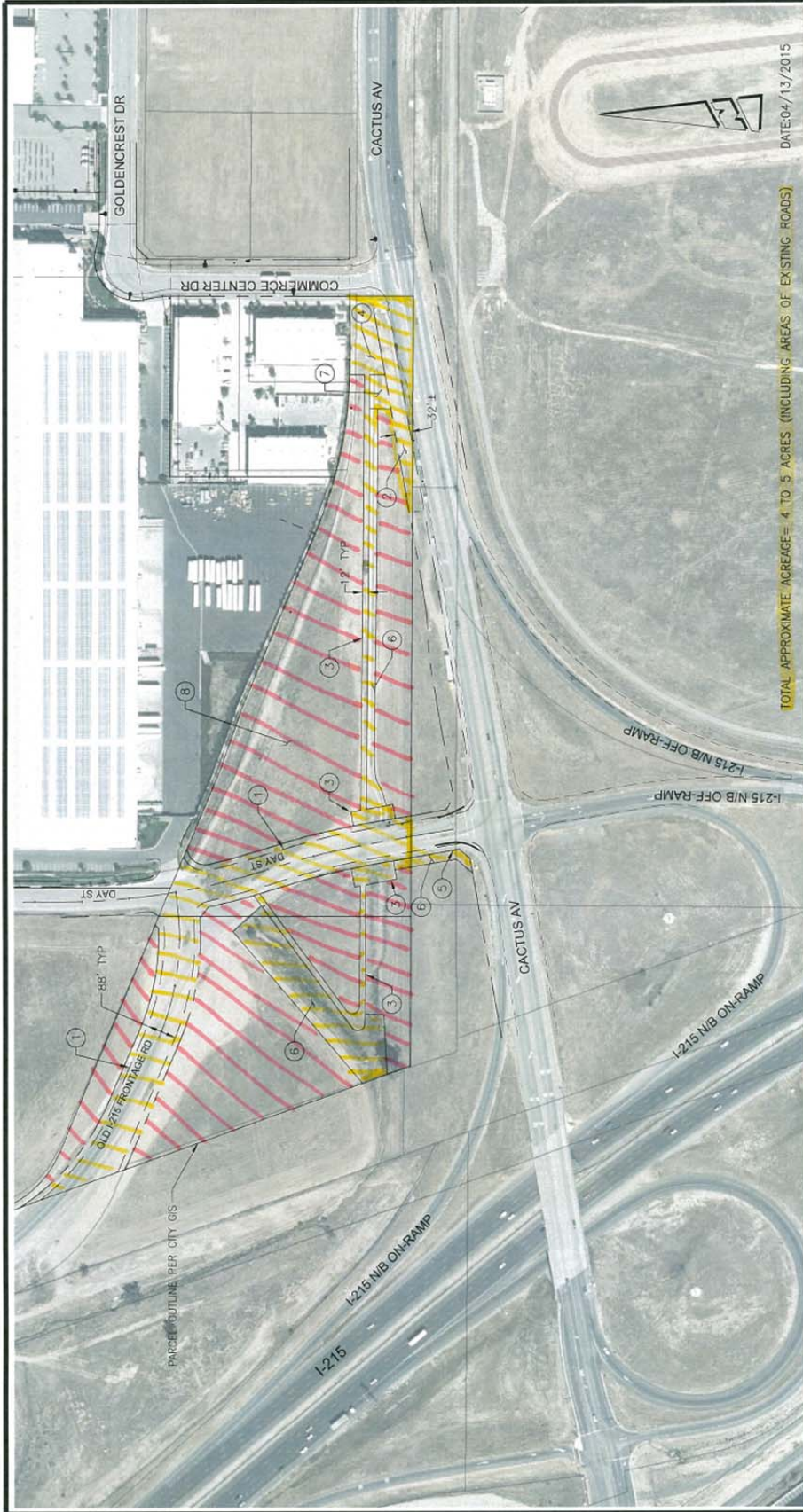
**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/01/15 3:54 PM
City Attorney Approval	<u>✓ Approved</u>	12/02/15 4:29 PM
City Manager Approval	<u>✓ Approved</u>	12/02/15 5:32 PM

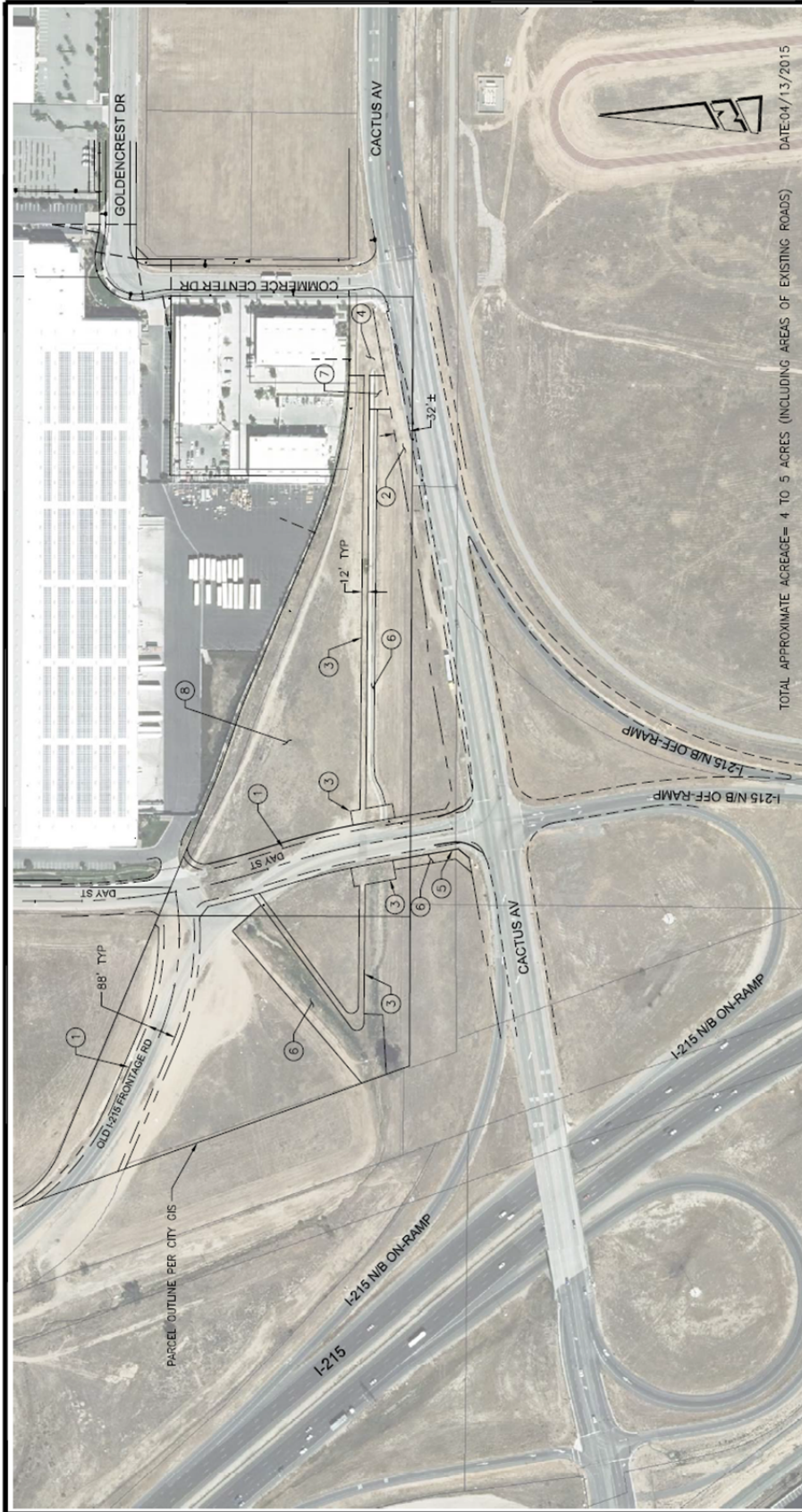
Exhibit A – City Parcels



Attachment: City Parcels (1786 : EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH STONECREEK COMPANY FOR FUTURE GROUND



	<p><b>FUTURE PUBLIC INFRASTRUCTURE ESTIMATED RIGHT OF WAY NEEDS</b></p>	
	<p>Public Works Department</p>	<p>CACTUS AVENUE / I-215 CITY PROPERTY IN NORTHEAST QUADRANT</p>
<p>NOTES:</p> <ol style="list-style-type: none"> <li>STREET RECONFIGURATION WITH MINOR ARTERIAL SECTION (GENERAL ALIGNMENT - DEVELOPER CAN RECONFIGURE).</li> <li>STREET WIDENING.</li> <li>DRAINAGE MAINTENANCE/ACCESS (GENERAL ALIGNMENT - DEVELOPER CAN RECONFIGURE).</li> <li>EXISTING DRAINAGE/UTILITIES AREA (FUEL LINE, WATER, GAS).</li> <li>CACTUS/DAY INTERSECTION TO ALIGN WITH I-215/CACTUS INTERCHANGE RECONFIGURATION NB ON/OFF-RAMP ALIGNMENT AT APPROX SAME LOCATION.</li> <li>DRAINAGE EASEMENTS TO CITY OR RCFC MAY BE REQUIRED FOR EXISTING OR PROPOSED STORMWATER RUNOFF SYSTEMS*.</li> <li>POTENTIAL CITY MONUMENT SIGN AREA.</li> <li>POTENTIAL PARK AND RIDE IF BENEFICIAL TO CITY.</li> </ol>		<p>EXHIBIT SCALE: 1" = 200'</p>



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

<p><b>FUTURE PUBLIC INFRASTRUCTURE ESTIMATED RIGHT OF WAY NEEDS</b></p>	<p>Public Works Department</p>	
	<p>CACTUS AVENUE / I-215 CITY PROPERTY IN NORTHEAST QUADRANT</p>	
<p>EXHIBIT SCALE: 1" = 200'</p>		

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



## Exhibit B – Conceptual StoneCreek Proposal



**CONFIDENTIAL**  
**BY EMAIL**

July 14, 2015

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

**RE: Cactus Avenue Property – Letter of Interest (“LOI”)**

Dear Mike:

This letter is in follow up to our recent discussions with you and your colleagues at the City of Moreno Valley (“City”) concerning our potential acquisition and development of vacant land parcels owned by the City that are north of Cactus Avenue, and east and west of Day St., comprising 11 +/- gross acres (“City Parcels”). As we have discussed, we own a 3 acre parcel adjacent to the City Parcels on the west side of Day St. and south of Old 215 Frontage Road.

We have shared with you and your staff our conceptual site plan for development of these combined parcels (see attached Scheme 3). As discussed, there are significant constraints on development of these parcels due to: existing infrastructure (or lack thereof); land use limitations; APZ1 requirements; possible Caltrans improvements in the area; EMWD, stormwater, jet fuel line, and other easements; planned road configurations; possible environmental mitigations; and other issues. Furthermore, we understand that based upon the terms of the City’s acquisition of the City Parcels from the State, the City may only be able to ground lease the City Parcels to us (and not sell them, as would be our strong preference).

Based upon these circumstances, we propose the following:

1. To acquire the City Parcels shown on attached Scheme 3, of 11 +/- acres (excluding land area for street dedications), at fair market value; or alternatively, ground lease the City Parcels at fair market value for a term of 99 years.
2. Enter into an Exclusive Negotiating Agreement (“ENA”) for 12 months (with an option to extend it for 6 months), so the parties may negotiate a Disposition and





Michael Lee  
July 14, 2015  
Page 2

Development Agreement (“DDA”) concerning Scheme 3 and the City Parcels, including acquisition/ground lease terms, development and land use approvals, infrastructure, and other customary DDA matters.

3. We understand an appraisal of the City Parcels will be required. We agree to reimburse the City the cost of such appraisal.
4. We will also retain and pay for civil engineering services required to fully identify and characterize site conditions, utilities, and constraints of the combined 14 acre site.

We are also providing you under separate cover with background information on our firm, and its experience and qualifications.

We would like to initiate this process with the City promptly. Please let us know what steps we need to take at this time to move this project forward. Thank you.

We look forward to working with you on this project.

Very truly yours,

Clayton M. Corwin  
President

Aerial Map



- Legend**
- POTENTIAL OFFICE
  - WAREHOUSE
  - DRIVE THRU DOOR

Tabulation

	Bldg. 1	Bldg. 2	Bldg. 3	Total
<b>SITE AREA</b>				
Gross (in sq ft)	365,391	141,707	171,014	678,112 s.f.
Gross (in acres)	8.8	3.3	3.9	16.0 ac
<b>BUILDING CLEAR HEIGHT</b>				
Office 1st fl.	4.00	1.00	1.50	6.500 s.f.
Warehouse	149,682	46,973	54,350	251,005 s.f.
TOTAL	153,662	47,973	55,850	257,505 s.f.
<b>COVERAGE FEAR</b>				
	0.40	0.34	0.33	0.37
<b>PARKING REQUIRED</b>				
Office: 1/250 s.f.	16	4	6	26 stalls
Warehouse: 1st. 20k @ 111,000 s.f.	150	47	55	252 stalls
TOTAL	166	51	61	278 stalls
<b>PARKING PROVIDED</b>				
Standard (9' x 19')	100	55	58	213 stalls
Handicap	6	3	3	12 stalls
TOTAL	166	58	61	285 stalls
<b>LANDSCAPE PROVIDED</b>				
	16.8%	20.6%	20.9%	18.6%
<b>MAXIMUM FLOOR AREA RATIO</b>				
	64.612	29.228	35.763	129.603 s.f.
<b>ZONING ORDINANCE FOR CITY</b>				
Zoning Designation	Industrial			
<b>SETBACKS</b>				
Buildings	Front & Street Side - 20'			
	Side & Rear side - 0'			



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



18371 Bardwin Ave., Ste. #100  
 Irvine, CA 92612  
 (949) 865-1770  
 www.hpaarch.com

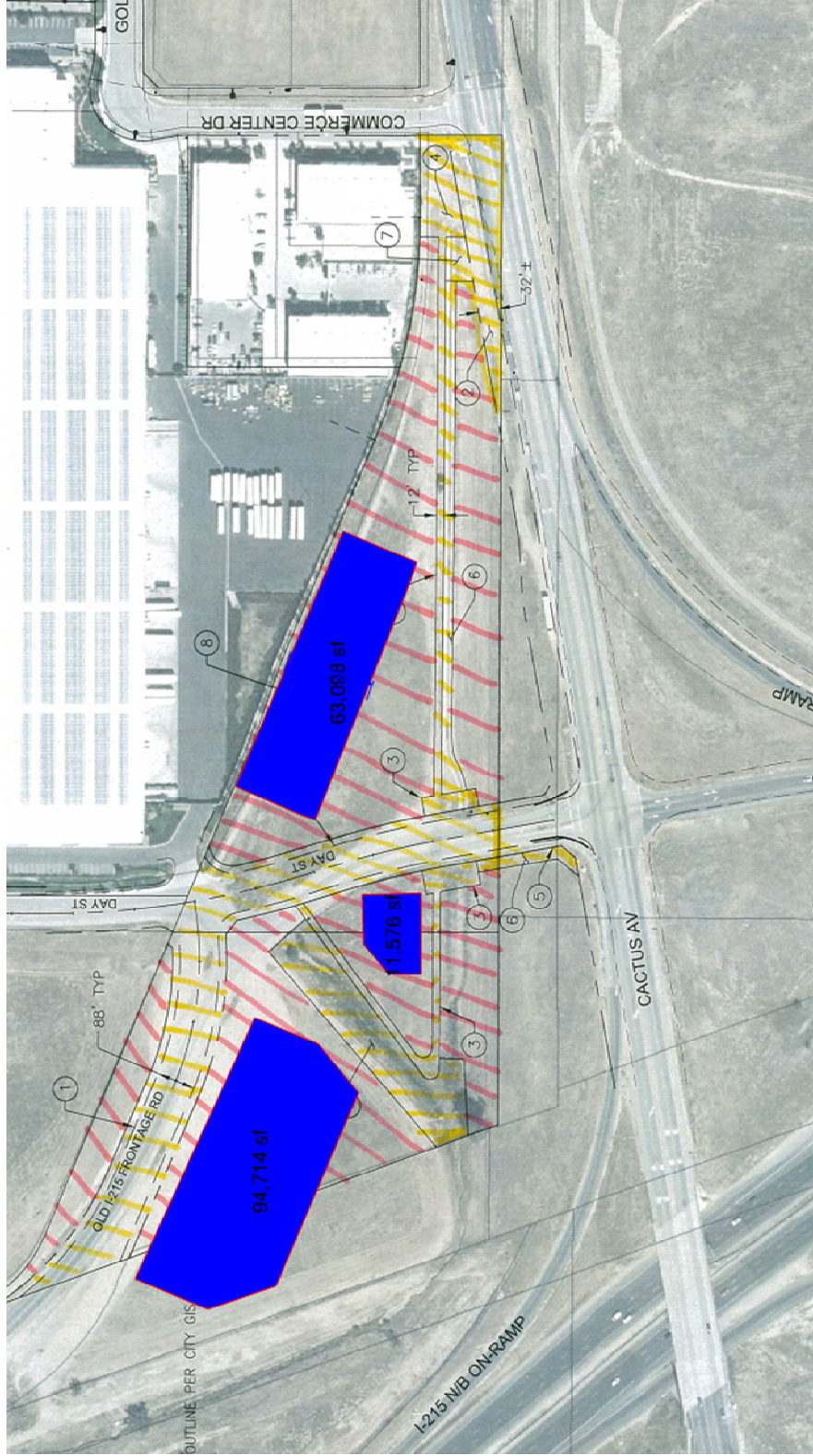
Conceptual Site Plan

**Moreno Valley Industrial Complex**

Moreno Valley, CA



March 19, 2015 / Job #14293  
 Scheme 2



Attachment: Conceptual StoneCreek Proposal (1786 : EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH STONECREEK COMPANY FOR



## EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

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

### RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Term of Agreement.

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

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

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

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

#### 5. Obligations of Parties and Schedule of Performance.

During the Negotiation Period, City and Developer shall proceed diligently and in good faith to do all of the following:

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

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

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

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

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

## 6. Predevelopment Costs.

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

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

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



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

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

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

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

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

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

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

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

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

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

- a. Terms for financial consideration.

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

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

**14. Acknowledgements and Reservations.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the Developer:

StoneCreek Company

30212 Tomas, Suite 300

Rancho Santa Margarita, California 92688

Attention: Clayton M. Corwin

If to the City:

City of Moreno Valley

14177 Fredrick Street

Moreno Valley, California 92553

Attention: Mike Lee

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF MORENO VALLEY

STONECREEK INVESTMENT CORPORATION,  
a California corporation

BY: \_\_\_\_\_  
Chief Financial Officer/  
City Manager/Mayor  
(Select only one please)

BY: Clayton Corn

TITLE: PRESIDENT  
(President or Vice President)

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

11-12-15  
Date

BY: Clayton Corn

TITLE: SECRETARY  
(Corporate Secretary)

11-12-15  
Date



# EXHIBIT "A"

## City Parcels

**LEGAL DESCRIPTION**

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

PARCEL 1:

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

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

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

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

PARCEL 2:

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

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

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

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

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

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

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

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

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

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

PARCEL 3:

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

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

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

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

THENCE ALONG A TANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 224.00 FEET; THROUGH AN ANGLE OF  $43^{\circ} 07' 25''$ , 168.59 FEET;

THENCE SOUTH  $67^{\circ} 14' 15''$  EAST 540.66 FEET TO THE WEST LINE OF THAT CERTAIN UNNAMED STREET 60.00 FEET WIDE AS SHOWN ON SAID ~, NOW KNOWN AS DAY STREET;

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

THENCE ALONG SAID NORTHERLY LINE SOUTH  $89^{\circ} 51' 15''$  WEST 316.88 FEET TO THE POINT OF BEGINNING.

# EXHIBIT "B"

Developer Parcel

MEMORANDUM, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, DESCRIBED AS FOLLOWS:

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

APN: 297-100-008-5

## EXHIBIT "C"

### Developer Concept Proposal

**Tabulation**

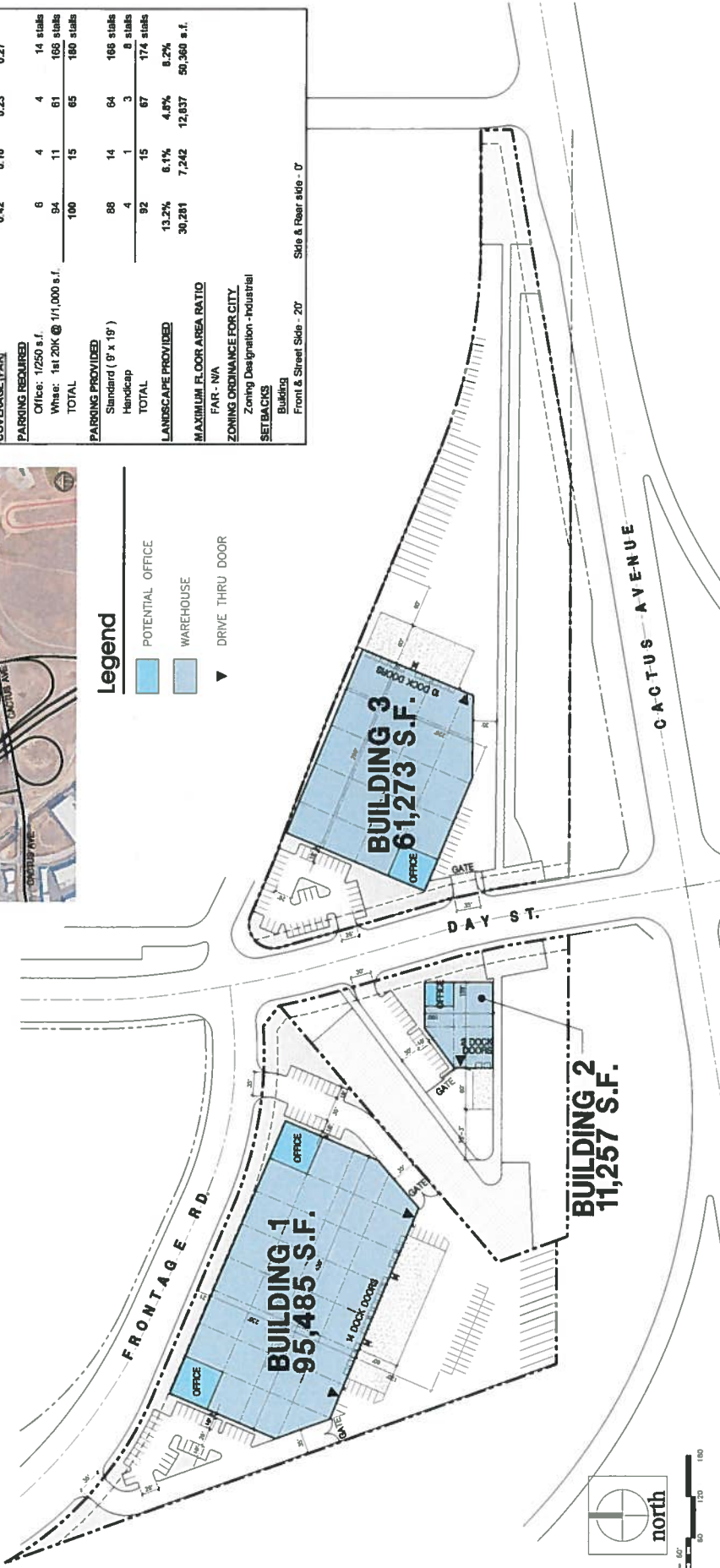
SITE AREA	Bldg. 1	Bldg. 2	Bldg. 3	Total
Gross (in sq ft.)	229,847	118,116	265,411	613,374 s.f.
Gross (in acres)	5.3	2.7	6.1	14.1 ac
<b>BUILDING CLEAR HEIGHT</b>				
<b>BUILDING AREA</b>				
Office, 1st fl.	1,500	1,000	1,000	3,500 s.f.
Warehouse	93,995	10,257	60,273	164,515 s.f.
<b>TOTAL</b>	<b>95,485</b>	<b>11,257</b>	<b>61,273</b>	<b>168,015 s.f.</b>
<b>COVERAGE (FAIR)</b>	<b>0.42</b>	<b>0.10</b>	<b>0.23</b>	<b>0.27</b>
<b>PARKING REQUIRED</b>				
Office: 1/250 s.f.	6	4	4	14 stalls
Warehouse: 1st 20K @ 1/1,000 s.f.	94	11	61	166 stalls
<b>TOTAL</b>	<b>100</b>	<b>15</b>	<b>65</b>	<b>180 stalls</b>
<b>PARKING PROVIDED</b>				
Standard (9' x 19')	86	14	64	166 stalls
Handicap	4	1	3	8 stalls
<b>TOTAL</b>	<b>92</b>	<b>15</b>	<b>67</b>	<b>174 stalls</b>
<b>LANDSCAPE PROVIDED</b>				
	13.2%	6.1%	4.6%	8.2%
<b>MAXIMUM FLOOR AREA RATIO</b>	<b>30,281</b>	<b>7,242</b>	<b>12,837</b>	<b>50,360 s.f.</b>
<b>FAR - N/A</b>				
<b>ZONING ORDINANCE FOR CITY</b>				
Zoning Designation - Industrial				
<b>SETBACKS</b>				
Building	Front & Street Side - 20'			
	Side & Rear side - 0'			

**Aerial Map**



**Legend**

- POTENTIAL OFFICE
- WAREHOUSE
- DRIVE THRU DOOR



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



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

**Conceptual Site Plan**

**Moreno Valley Industrial Complex**

Moreno Valley, CA



May 12, 2015 / Job #15093  
**Scheme 3**



## Exhibit "D"

### Developer Statement of Qualifications



## StoneCreek Company

30212 Tomas, Suite 300

Rancho Santa Margarita, CA 92688

Telephone: (949) 709-8080

Facsimile: (949) 709-8081

Web Site: [www.stonecreekcompany.com](http://www.stonecreekcompany.com)

Clayton M. Corwin

President

E-Mail: [ccorwin@stonecreekcompany.com](mailto:ccorwin@stonecreekcompany.com)

### BACKGROUND AND QUALIFICATIONS:

#### STONECREEK'S BUSINESS:

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

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

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

### RECENT REPRESENTATIVE PROJECTS:

#### Alabama @ Almond (Redlands, CA):

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

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

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

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

**Goodrich Redevelopment Project (Chula Vista, CA):**

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

**Harbor Hills Master Plan (Brookings, OR):**

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

**Chino Hills Professional Plaza (Chino Hills, CA):**

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

**Crossroads Professional Center (Chino Hills, CA):**

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

**Tomas Professional Center (Rancho Santa Margarita, CA):**

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

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

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

**Pomona Valley Hospital Medical Center (Pomona, CA):**

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

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

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

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

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

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

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

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

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

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

**MR. CORWIN'S BACKGROUND:**

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

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

**EDUCATION:**

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

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

**PROFESSIONAL  
ASSOCIATIONS:**

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



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Allen Brock, Community Development Director

**AGENDA DATE:** December 15, 2015

**TITLE:** AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL TOW SERVICE PROGRAM

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the proposals of the following tow operators/companies (in alphabetical order) to participate in the City's Rotational Tow Service (RTS) Program beginning January 1, 2016, and ending December 31, 2020:

Exclusive Recovery, Inc. dba Exclusive Towing  
 14451 Commerce Center Way  
 Owner: Gerald Kohutek

Doyle Tucker dba Moreno Valley Tow  
 17007 Kitching Avenue  
 Owner: Glenn Tucker

Pepe's Towing, Inc.  
 14351 Veterans Way  
 Owner: Manual Acosta

Valleywide Towing, LLC  
 24850 Rivard Road  
 Managers: Randall A. Wilson, Randall S. Wilson, Robert I. Coleman

INRI International dba Yucaipa Towing  
 21921 Alessandro Boulevard  
 President: Rini Montano, General Manager: George Acosta



2. Authorize the City Manager to execute the appropriate agreements upon approval by the City Attorney.

## **SUMMARY**

The Public Safety Subcommittee recommends approving the proposals and award contracts to all five tow operators responding to a Request for Proposal for the City's full cost-recovery city-wide Rotational Tow Service (RTS) Program for the period beginning January 1, 2016 through December 31, 2020. Staff supports this recommendation.

## **BACKGROUND**

An ordinance was developed in 2010, for the City of Moreno Valley's (City) first five (5) year RTS Program and codified in Chapter 12.14 of the Moreno Valley Municipal Code (MVMC). The ordinance includes rules, regulations and performance standards for tow operators contracting with the City of Moreno Valley. These include, but are not limited to: rules governing response time, towing, storage, equipment, storage facilities, fees, customer relations, and disciplinary actions deemed necessary for the Police Department and City to effectively manage the RTS Program pursuant to Chapter 12.14.

Seven (7) tow operators met the requirements of the RTS Program and were awarded contracts to participate in the program for the term of five (5) years (January 1, 2011 through December 31, 2015). In May 2014, one (1) operator (Superior) voluntarily terminated their participation in the program. In October 2015, another operator (Baldwin's) voluntarily terminated their participation in the program. Five (5) operators are currently working under agreement with the City.

The current RTS Program expires on December 31, 2015.

A Request for Proposal (RFP) was developed and published in *The Press-Enterprise* newspaper on September 30 and October 7, 2015. The ad also announced that the RFP and all attachments could be provided via email by contacting Virginia Garcia at [purchasingdivision@moval.org](mailto:purchasingdivision@moval.org). The RFP was also e-mailed to the six existing participating operators in the Program, two interested parties who contacted the City regarding the program prior to the RFP being released and one party who was registered in PlanetBids. Baldwins Towing voluntarily terminated their participation in the program and therefore, did not respond to the RFP. The deadline to submit proposals was no later than 3:30 p.m. on Friday, October 23, 2015. A non-refundable application fee of \$2,998.00 was required in accordance with the City's Fee Resolution

The RFP stated that it is the responsibility of each tow operator to inquire with the City, prior to submission of its proposal, regarding any aspect of the RFP which they felt needed clarification or interpretation. If it was determined by the City that the response to the clarification or interpretation was material, a written response was prepared and distributed as addenda to all tow operators and/or individuals that had received the RFP.

At the close of the RFP period, five (5) tow companies submitted proposals as noted above.

## **DISCUSSION**

The purpose in creating the RTS program was to provide a fair and impartial means of distributing requests for towing services among qualified firms and to ensure that such service is prompt and reasonably priced. The purpose of the RTS program is to ensure that the provided towing service is in the best interests of the public, as well as the interest of efficient policing operations for the removal of such vehicles from public streets. The City's RTS Program requires a towing company to file a proposal in response to a City RFP. Towing companies submitting a proposal for consideration by the City Council had to meet three requirements: 1) have a valid City of Moreno Valley business license to conduct business in the City as a tow company/operator, outside vendor or established tow operator in the City, 2) pay an application fee of \$2,998 to cover staff and consultant's time in evaluating its proposal, and 3) have a minimum of three (3) years of verifiable towing service experience for a municipal or equivalent public agency. All five tow companies submitting proposals met the three criteria.

### **Award of Contracts**

In accordance with Chapter 12.14 of the City's Municipal Code, the City Council may award contract(s) to tow companies that are in compliance with City standards and regulations as well as meet the intent of the RTS Program. Below is the necessary information and critical analysis of each proposal for City Council consideration in awarding contracts.

### **Rates for Services**

MVMC Chapter 12.14 states the rates charged to a vehicle's registered owner or agent must be reasonable and comparable to rates charged for similar services. Rates will be set by the approved 2015 Program Rates Summary as included in the RFP. Operators are to adhere to these rates in the first year of the program – the 2016 program year. A maximum of 3% increase will be available to operators for the upcoming year and each year thereafter effective on January 1<sup>st</sup> of each new year upon approval by the Community Development Director. A Rate Increase Request form will be sent to each operator allowing them to increase their tow and storage rates up to 3% annually. Operators may apply to increase their rates each year, but no increase shall be more than 3% annually.

### **Rotation Schedule and Service Provider**

The current program is a "tow-by-tow" rotation with dispatch services provided by a private vendor, Professional Communications Network (PCN). It is estimated that the operators in the current program will pay a total of \$15,000 plus original application fee and dispatch services for the term of the five (5) year program. Estimates are based upon the amount of dispatch activity and consultant and staff time expended on the program. The operators are provided with due dates and timelines to assist them in

meeting necessary requests for information and documents in an effort to minimize their expenses.

The rotation schedule will continue to be a “tow-by-tow rotation” for the new RTS program, effective January 1, 2016. The initial order of rotation is established alphabetically by operator business name.

### Review of Submittals

Services for outside consultant Lori Schiefelbein were retained to assist the Community Development Director in overseeing and administering the RTS program since September 2011. Her services continued in preparing, reviewing and evaluating the RFP submittals and assisting in the development of this report to City Council. In addition, representatives from the Community Development Department Code & Neighborhood Services Division reviewed the RFP submittals. Representatives from the Planning Division, Building & Safety Division and the Moreno Valley Police Department performed site inspections of each applicant’s facility and storage operations. Fire Prevention also performed their annual fire inspections on each property. Each applicant provided current City-approved insurance certificates establishing compliance with the current RTS program requirements. Concurrent with the execution of a new agreement with the City, the City Attorney’s Office will review new insurance certificates to be provided by the operators to ensure compliance with the City’s current insurance requirements. Below is an overview of each of the five proposals (in alphabetical order) including comments by specific representatives of the City, if applicable:

1. Exclusive Recovery, Inc. dba Exclusive Towing

Exclusive Towing (“Exclusive”) is generally located on the west side of Commerce Center Drive, north of Cactus Avenue in the I-Industrial land use district. Exclusive has been located at the Commerce Center location for approximately six years. Exclusive’s towing facility is comprised of one building and associated parking areas. The site provides inside storage for 109 vehicles, with outside storage for 42 vehicles.

Exclusive has provided towing services to the area since it opened its Moreno Valley facility in 2009. The business owner has over 25 years of experience in the industry. Its towing vehicles are comprised of ten (10) vehicles, consisting of Class A, B, C and D vehicles, which can be dedicated to the City’s RTS Program. Exclusive is providing services under the current RTS Program.

### Site Inspections

- a) Fire Prevention: Fire Prevention inspection was approved as final on September 21, 2015.
- b) Building & Safety: Reviewed some areas where GFCI electrical outlets are to be installed. The tow operator has made these installations.
- c) Code: All signage is in compliance with MVMC requirements.

- d) MVPD: The site visit by the Police Department evaluated the tow operator's security systems, lighting, fencing and inside vehicle storage areas and no issues were found.
- e) Planning: Business meets all site design requirements.

2. Doyle Tucker dba Moreno Valley Tow

Moreno Valley Tow ("MV Tow") is generally located on the west side of Kitching Street, south of Mariposa Avenue in the I-Industrial land use district in the Moreno Valley Industrial Area Specific Plan. MV Tow has been located in the City for over 25 years and at the Kitching location for over 14 years. The towing service is associated with the radiator automotive use located on the same site. MV Tow owns the property comprising of the tow office, storage area and automotive repair shop. The site provides inside storage for 10 vehicles, with outside storage for 300 vehicles.

MV Tow has provided towing services to the area since 1988, and the business owner has 28 years of experience in the industry. Its towing vehicles are comprised of five (five) Class A, B and D vehicles, which can be dedicated to the City's RTS Program. MV Tow is providing services under the current RTS Program.

Site Inspections

- a) Fire Prevention: Fire Prevention inspection was approved as final on September 28, 2015.
- b) Building & Safety: Business will be limited to a maximum indoor storage of five (5) vehicles until such time the City's Building Official approves a building ventilation system for the extraction of fumes and gases per the City's adopted building code if operator applies for additional inside storage.
- c) Code: All signage is in compliance with MVMC requirements.
- d) MVPD: The site visit by the Police Department evaluated the tow operator's security systems, lighting, fencing and inside vehicle storage areas and no issues were found.
- e) Planning: Business meets all site design requirements.

3. Pepe's Towing, Inc.

Pepe's Towing, Inc. ("Pepe's") is generally located on the west side of Veterans Way, north of Cactus Avenue in the LI-Light Industrial land use district. Pepe's was given occupancy to operate a towing business at the Veterans Way location in August 2010. Pepe's towing facility is comprised of one building and associated parking areas. The site provides inside storage for 200 vehicles, with outside storage for 40 vehicles.

Pepe's has provided similar towing services for over 35 years and the owner has 37 years of experience in the industry. Its towing vehicles are comprised of thirteen (13) vehicles, consisting of Class A vehicles and one Class C vehicle, which can be dedicated to the City's RTS program. Pepe's is providing services under the current RTS Program.

Site Inspections

- a) Fire Prevention: Fire Prevention inspection was approved as final on September 17, 2015.
- b) Building & Safety: Reported no issues with business.
- c) Code: All signage is in compliance with MVMC requirements.
- d) MVPD: The site visit by the Police Department evaluated the tow operator's security systems, lighting, fencing and inside vehicle storage areas and no issues were found.
- e) Planning: Business meets all site design requirements.

4. Valleywide Towing, LLC

Valleywide Towing, LLC ("Valleywide") is generally located on the north side of Rivard Road, west of Perris Boulevard in the I-Industrial Buffer land use district in the Moreno Valley Industrial Area specific Plan. Valleywide has been located at the Rivard Road location for over 40 years. Valleywide's towing facility is comprised of one building and associated parking areas. The site provides inside storage for 60 vehicles, with outside storage for 300 vehicles.

Valleywide Towing operated as a sole proprietorship and provided towing services to the area since 1988, under the ownership of Robert Coleman. The business incorporated on May 27, 2014. At the time of incorporation, an additional owner, Randall Wilson, joined the business. Unfortunately, in 2015, the original owner, Robert Coleman, passed away. Valleywide Towing continues to operate with Randall Wilson as the present owner. Mr. Wilson has 17 years of experience in the industry. Its towing vehicles are comprised of four (4) Class A vehicles, which can be dedicated to the City's RTS program. Valleywide is providing services under the current RTS Program.

Site Inspections

- a) Fire Prevention: Fire Prevention inspection was approved as final on August 20, 2015.
- b) Building & Safety: Business will be limited to a maximum indoor storage of five (5) vehicles until such time the City's Building Official approves a building ventilation system for the extraction of fumes and gases per the City's adopted building code if operator applies for additional inside storage. In addition, an ADA accessible parking stall has a sign, but no striping or path of travel to the front entrance. The tow operator has completed the ADA striping requirements.
- c) Code: All signage is in compliance with MVMC requirements.
- d) MVPD: The site visit by the Police Department evaluated the tow operator's security systems, lighting, fencing and inside vehicle storage areas and no issues were found.
- e) Planning: Business meets all site design requirements.

5. INRI International dba Yucaipa Towing

Yucaipa Towing, Inc., ("Yucaipa") is generally located on the south side of Alessandro Boulevard, west of Day Street in the CC-Community Commercial land

use district. Yucaipa has been located on this site since 2013. Yucaipa's towing facility is comprised of one building and associated parking areas. The site provides inside storage for 20 vehicles, with outside storage for 180 vehicles.

Yucaipa has provided similar towing services for 35 years and has provided towing services to the City since 2004. The general manager has 37 years of experience in the industry. Its towing vehicles are comprised of five (5) vehicles, consisting of Class A, C and D vehicles which can be dedicated to the City's RTS program. Yucaipa is providing services under the current RTS Program.

#### Site Inspections

- a) Fire Prevention: Fire Prevention inspection was approved as final on October 29, 2015.
- b) Building & Safety: Reported no issues with business.
- c) Code: All signage is in compliance with MVMC requirements
- d) MVPD: The site visit by the Police Department evaluated the tow operator's security systems, lighting, fencing and inside vehicle storage areas and no issues were found.
- e) Planning: Business meets all site design requirements. Yucaipa has active applications on file with the City for an amended CUP and municipal code Amendment affecting their existing site. Revised plans have been submitted for staff review. Once plans have been approved by staff, the project will be scheduled for a Planning Commission public hearing for a recommendation to City Council. Approval of the code amendment and project will require a final action from City Council.

### **ANALYSIS**

MVMC Chapter 12.14 sets forth the standards and regulations a tow operator must follow to be included in the City's RTS Program. Per the Municipal Code, the City Council, prior to the issuance of a tow service agreement, shall review evidence provided by a tow operator that:

The applicant (i.e., tow operator) conforms in all respects to the provisions of MVMC Chapter 12.14, including, but not limited to,

1. The applicant's garage or storage facility is located within City limits;
2. The applicant has the required three (3) years of experience in managing an operating a tow company;
3. The applicant meets or exceeds the inside and outside storage requirements.

#### General Overview

In general, the proposals of the five (5) tow operators were well prepared and included information that provided a detailed overview of their individual business, management, operations, and facilities. All five (5) tow operators will provide class A, light duty tow

vehicles, which would be used in over 98 percent of all tows of the Police Department and City Code & Neighborhood Services. An overview of the class of vehicles per operator is noted above. If a tow operator does not have a heavy-duty tow vehicle, the next operator on the rotation list is contacted that has the required tow vehicle for the requested service. It should be noted that one tow company currently providing service to the City has only class A tow vehicles and this has not been reported to be a hardship or significantly increased response time.

All five (5) tow operators have fully operational facilities within the City limits and can accommodate the City's minimum number of vehicle storage space. All operators currently participate in the City's RTS program. Two tow operators, Exclusive Towing and Pepe's Towing, have provided most of their vehicle storage area inside versus outside, which in Staff's opinion, meets the intent of MVMC Chapter 12.14.

## **CONCLUSIONS**

All five (5) operators participating in the RFP process have existing facilities in the City and are participating in the current RTS Program and can continue to provide service to the City if a contract is awarded to them beginning January 1, 2016.

Based on the information provided by the tow operators, Staff recommends the City Council award contracts to all five (5) operators, pending the compliance of certain conditions and/or terms and in compliance with the standards and requirements of MVMC Chapter 12.14.

The proposed agreements between the City and the tow operators for the RTS program are for five (5) years (January 1, 2016 through December 31, 2020). During the contract period, City staff within the Community Development Department, Code & Neighborhood Services Division will be responsible to: 1) monitor the contracts, 2) perform site visits/inspections, 3) review monthly reports, 4) investigate complaints, 5) conduct annual meetings with the tow operators, and 6) coordinate special programs and scheduled checkpoints. A "Tow Operator Permit" will be issued to each approved operator upon execution of agreements. In addition, each driver will be issued a "Driver ID card" and issued a Driver Identification Number. Drivers in the program are subject to the requirements outlined in the Municipal Code and are required to file with Department of Justice (DOJ) and process through the Moreno Valley Police Department for fingerprinting and background checks before they are approved to drive in the program.

## **ALTERNATIVES**

The following alternatives are available to the City Council. The Public Safety Subcommittee and staff recommend Alternative 1.

1. Approve the proposals of the following tow operators/companies (in alphabetical order) to participate in the City's Rotational Tow Service (RTS) Program beginning January 1, 2016, and ending December 31, 2020, pending completion of certain

conditions and authorize the City Manager to execute the appropriate agreements upon approval by the City Attorney. ***This alternative is recommended by the Public Safety Subcommittee and staff.***

2. Direct staff to explore other options to provide a RTS Program. ***This alternative is not recommended by the Public Safety Subcommittee and staff.***

### **FISCAL IMPACT**

Staff anticipates full cost-recovery from tow operators participating in the RTS Program.

The RTS Program requires each tow operator pay a RTS Application Fee at the time a proposal was submitted to the Code & Neighborhood Services Division of the Community Development Department for consideration. The application fee was \$2,998.

Tow Operators approved to participate in the City's RTS Program agree to pay the City for actual and reasonable costs incurred in connection with administration of the RTS Program. If a Tow Operator is approved to participate in the City's RTS Program and an Agreement is executed by both parties, the Tow Operator must deposit \$5,000 with the City to cover the expenses of the Police Department and City in the administration of the RTS Program during the contract period prior to beginning service. Staff will charge the fully-burdened rate to the deposit for full cost recovery. Consultant time and PCN Dispatch costs will also be charged against the operator deposit account. Each quarter, the City will draw down on the deposit account to recover its cost for the general administration of the RTS Program and terms and conditions of the RTS Agreement. If at any time a Tow Operator's deposit balance is less than \$500, the Tow Operator shall be required to replenish its account within the 30-day notice of the City. Failure to replenish the account will be cause for suspension and/or revocation of a Tow Operator's Permit.

### **NOTIFICATION**

Staff has notified the tow operators filing proposals to participate in the RTS Program of the City Council meeting and pending action.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Lori Schiefelbein  
Consultant

Department Head Approval:  
Allen D. Brock  
Community Development Director

Concurred By:  
Joel Ontiveros  
Chief of Police

### **CITY COUNCIL GOALS**



**Advocacy.** Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

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

**ATTACHMENTS**

- 1. RFP for Rotational Tow Service Program
- 2. Agreement RTS Program 2016
- 3. Exclusive Towing
- 4. Moreno Valley Towing
- 5. Pepes Towing
- 6. Valleywide Towing
- 7. Yucaipa Towing

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	11/24/15 12:25 PM
City Attorney Approval	<u>✓ Approved</u>	11/25/15 2:53 PM
City Manager Approval	<u>✓ Approved</u>	12/02/15 8:50 AM

**CITY OF MORENO VALLEY  
REQUEST FOR PROPOSAL  
ROTATIONAL TOW SERVICE PROGRAM  
ADDENDUM # 1**

Please note the change in in the RFP submission

**Application and Required Attachments/Document Format:** All Applicants will be required to submit their Application and required attachments/documents in hardcopy and also in electronic format on disc at the time of submittal.

**Application Fee: \$2,998.00**

Tow businesses and operators interested in participating in the City of Moreno Valley RTS Program shall submit the requested information, completed forms, and any other pertinent information at the time of submittal.

Applicant is to pay a non-refundable RTS Program application fee of **\$2,998.00** made payable to "CITY OF MORENO VALLEY" to:

Code & Neighborhood Services Division  
Community Development Department  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92553

Tow operators interested in applying to the RTS Program will be required to submit the attached Application and all required attachments by designated deadline. Applicant shall submit:

- 1) One (1) bound copy of their submittal including application and all attachments.
- 2) One (1) unbound 8-1/2" x 11" black and white copy that is reproducible and one (1) complete (i.e., text, forms, plans, etc.) electronic copy in Adobe (.pdf format) on disc.
- 3) One (1) fully dimensional Site Plan as noted on the RFP application.

All proposals shall be sealed within one envelope and clearly marked "REQUEST FOR PROPOSALS – CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE PROGRAM." ***This shall be submitted to Code & Neighborhood Services Division, Attention Steve Alvarez with payment by due date below.***

Proposals are due as noted above to the City of Moreno Valley **no later than 3:30 p.m. on Friday, October 23, 2015.**



## REQUEST FOR PROPOSALS

### ***CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE PROGRAM September 24, 2015***

The City of Moreno Valley is inviting proposals from qualified tow operators who wish to enter into an agreement with the City for the Rotational Tow Service Program (the "RTS Program") for the removal of vehicles from the public right-of-way (i.e. "Off-Site Vehicle Removal") and for the removal of inoperative vehicles from private property (i.e. "Vehicle Abatement Services"). More specifically, the requested services include, but are not limited to: towing and storing of vehicles involved in accidents or disabled for other causes (when alternate towing is either not appropriate or is not requested by the owner or operator of the vehicle), towing and/or storing of vehicles which for other reasons are within the jurisdiction of the Moreno Valley Police Department, including towing of improperly parked vehicles, vehicles that obstruct or impede the flow of traffic, emergency lanes or walkways, and/or handicapped parking spaces, impounded/forfeited vehicles, and/or vehicles seized for evidence. In addition, the tow operators will service the City's Code & Neighborhood Services Division of the Community Development Department in the towing and storage of inoperative, abandoned, and dismantled vehicles from private property as set forth in the Chapter 11.24, "Vehicle Abatement", of the City's Municipal Code.

#### **BACKGROUND**

An ordinance for the RTS Program was developed in 2010 for the City of Moreno Valley's first five (5) year RTS Program, which includes rules and regulations and performance standards. These include, but are not limited to; rules governing response time, towing, storage, equipment, storage facilities, fees, customer relations, and disciplinary actions deemed necessary for the Police Department and City to effectively manage the RTS Program. Moreno Valley Municipal Code, Chapter 12.14 is attached (Attachment 1).

Each Tow Operator shall be solely responsible for examining the attached Chapter 12.14 during the RFP period, and for informing itself with respect to any and all conditions, which may in any way affect the amount and nature of the Tow Operator's response, or the performance of the services in the event the Tow Operator is selected and an agreement between the two parties is entered into.

Seven (7) Tow Operators met the requirements of the RTS Program and were awarded a contract to participate in the program for the term of five (5) years (January 1, 2011 through December 31, 2015). In May 2014, one (1) Operator voluntarily terminated their participation in the Program. Six (6) Operators are currently working under Agreement with the City.

An average of 516 vehicles are being towed each month by the Moreno Valley Police Department, with an average of 310 impounds resulting from these tows.

In addition to the Police Department activity, the City's Code & Neighborhood Services Division anticipates towing approximately 100 vehicles each year from private property and public right-of-ways. Many of the vehicles towed under the City's Vehicle Abatement Program are abandoned, inoperative and/or disabled.

Tow Operators selected to participate in the City's RTS Program shall agree to pay the City for actual and reasonable costs incurred in connection with administration of the RTS Program. If a Tow Operator is approved to participate in the City's RTS Program and an Agreement is executed by both parties, the Tow Operator must deposit \$5,000 with the City to cover the expenses of the Police Department and City in the administration of the RTS Program during the contract period prior to beginning service. Each quarter, the City will draw down on the deposit account to covers its cost for the general administration of the RTS Program and terms and conditions of the RTS Agreement. At any time a Tow Operator's deposit balance is less than \$500, the Tow Operator shall be required to replenish its account within the 30-day notice by the City. Failure to replenish the account will be cause for suspension and/or revocation of a Tow Operator's Permit.

The current program is a "tow-by-tow" rotation with dispatch services provided by Professional Communications Network (PCN). It is estimated that the Operators in the current program will pay a total of \$15,000 + original application fee for the term of the five (5) year program. Of this total expense to Operators, approximately \$4,000 will be paid to PCN for dispatch services. Estimates are based upon the amount of dispatch activity and staff time expended to the Program. The Operators are provided with due dates and timelines to assist them in meeting necessary requests for information and documents in an effort to minimize their expenses.

It is the responsibility of each Tow Operator to inquire with the City of Moreno Valley, prior to submission of its proposal, regarding any aspect of this RFP which needs clarification or interpretation. If it is determined by the City that the response to the clarification or interpretation is material, a written response will be prepared and distributed as Addenda to all Tow Operators and/or individuals that have received the RFP.

### **GENERAL REQUIREMENTS**

1. A Tow Operator submitting their Application to participate in the City's RTS Program must have a valid City of Moreno Valley business license to conduct business in the City as a tow operator or business at the time the proposal is submitted for consideration by the City.
2. A tow business/operator submitting an Application for the City of Moreno Valley RTS Program shall not have a financial interest in any other tow company and/or applicant within the City of Moreno Valley. Financial interests include, but are not limited to: business license, insurance, tow truck and equipment ownership, employees, and/or storage facility, or real estate.
3. The tow operator, storage yard/office must be located within the City limits and have an active City business license to be considered for the RTS Program at the time The City Council of the City of Moreno Valley approves their participation in the Program. If a Tow Operator's business license becomes inactive, the Tow Business or Operator shall be removed from the RTS Program. If a Tow Operator has more than one (1) storage facility,

each location or locations will be reviewed on an individual basis and be approved by the City Council of the City of Moreno Valley before the location becomes part of the RTS Program.

4. The performance period of the Agreement will be for five (5) years, beginning January 1, 2016 through December 31, 2020. Tow Businesses and/or Operators not approved by the Request for Proposals (RFP) process will not be eligible to participate in the City's RTS Program until the City establishes a subsequent open enrollment period.
5. Rates will be set by the approved 2015 Program Rates Summary (See Attachment 2). Operators are to adhere to these rates in the first year of the Program – 2016 Program Year. A maximum of 3% increase will be offered to Operators for the upcoming year and each year thereafter to become effective on January 1<sup>st</sup> of each new year upon approval by the Community Development Director. A Rate Increase Request form will be sent to each Operator allowing them to increase their tow and storage rates up to 3% annually. Operators may apply to increase their rates each year, but no increase shall be more than 3% annually.
6. The rotation schedule will continue to be a "tow-by-tow rotation" for the new RTS Program, effective January 1, 2016. The order of rotation is established alphabetically by Operator business name.
7. All responses shall be prepared by and at the expenses of the Tow Operator.
8. Each response shall be executed by the Tow Operator's authorized representative or officer.

#### **OVERALL EVALUATION OF QUALIFICATIONS AND INFORMATION**

Responses to the RFP will be evaluated on the basis of various factors, including, but not limited to, the following:

1. Demonstrated financial strength including, but not limited to, the Tow Operator's:
  - a. Current facilities, equipment and personnel,
  - b. Capability of securing financing for facilities, equipment, personnel (payroll), upgrades, replacement of vehicles, or other resources, and
  - c. Credit worthiness.
2. Quality of Tow Operator's existing or proposed facilities, equipment and personnel.
3. Demonstrated and successful completion of services of similar scope and size, including, but not limited to:
  - a. Years of experience as an official police tow service provider or municipal service provider, and
  - b. Timeliness of performance
4. Degree to which the Applicant ascertained and addressed the City of Moreno Valley's needs and priorities.

### **RFP SUBMISSION AND DEADLINE**

**Application and Required Attachments/Document Format:** All Applicants will be required to submit their Application and required attachments/documents in hardcopy and also in electronic format on disc at the time of submittal.

**Application Fee: \$2,998.00**

Tow businesses and operators interested in participating in the City of Moreno Valley RTS Program shall submit the requested information, completed forms, and any other pertinent information at the time of submittal.

Applicant is to pay a non-refundable RTS Program application fee of **\$2,998.00** made payable to "CITY OF MORENO VALLEY" to:

Code & Neighborhood Services Division  
 Community Development Department  
 City of Moreno Valley  
 14177 Frederick Street  
 Moreno Valley, CA 92553

Tow operators interested in applying to the RTS Program will be required to submit the attached Application and all required attachments by designated deadline. Applicant shall submit:

- 1) One (1) bound copy of their submittal including application and all attachments.
- 2) One (1) unbound 8-1/2" x 11" black and white copy that is reproducible and one (1) complete (i.e., text, forms, plans, etc.) electronic copy in Adobe (.pdf format) on disc.
- 3) One (1) fully dimensional Site Plan as noted on the RFP application.

All proposals shall be sealed within one envelope and clearly marked "REQUEST FOR PROPOSALS – CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE PROGRAM." ***This shall be submitted to Code & Neighborhood Services Division, Attention Steve Alvarez with payment by due date below.***

Proposals are due as noted above to the City of Moreno Valley **no later than 3:30 p.m. on Friday, October 23, 2015.**

Note: All details of required documents are outlined on Application.

### **All Submittals**

Failure to comply with the instructions set forth in the RFP will cause the applications to be considered non-responsive and will not be accepted. If you cannot meet one or more of the terms and conditions of this RFP and/or the regulations set forth in Chapter 12.14 of the Moreno Valley Municipal Code, you must list separately those items and provide an explanation why such terms and conditions and regulations cannot be met. Furthermore, the City Council of the City of Moreno Valley reserves the right to reject any and all bids at any time during this process and waive any discrepancies and/or irregularities in submitted proposals as it deems appropriate.

RFP – Rotational Tow Services  
 September 1, 2015  
 5 of 5

The City of Moreno Valley assumes no responsibility for delays caused by any package or mail delivery service. Postmarking, faxed or e-mail proposals by the due date ***WILL NOT*** substitute for receipt of a submittal. Additional time will not be granted to any single proposer; however, additional time may be granted to all proposers when the City determines that circumstances require it.

Any questions regarding this RFP should be provided in writing through e-mail to Virginia Garcia at [purchasingdivision@moval.org](mailto:purchasingdivision@moval.org) **Please note the question deadline is on or before 2:00 p.m. Monday October 19, 2015.**

Attachments:

1. Chapter 12.14 of the Moreno Valley Municipal Code
2. 2015 Approved Rate Summary
3. Application

### **APPLICATION REVIEW AND PROCESS**

Applications will be reviewed by the Community Development Director and/or designated staff upon receipt.

Site inspections of the Applicant's tow facility will be scheduled with the Operator continuing through the RFP review period. Site inspections will be conducted by designated City representatives from the Building & Safety, Planning and Fire Prevention Divisions and Moreno Valley Police Department. After complete review of the Operator submittal, approval will be made by the City Council of the City of Moreno Valley for participation in the RTS Program, with the five (5) year term starting January 1, 2016

Respondents to this RFP should, at a minimum, provide the information requested on the RFP Application. The evaluation of each response will be based upon the evaluation criteria applied to the proposals submitted.

#### **City Council Approval and Follow-up:**

Contracts will be awarded to each Operator after City Council of the City of Moreno Valley approval. A mandatory orientation meeting will be held with all approved Operators after City Council of the City of Moreno Valley approval. All approved Operators will be provided advance notice of this mandatory orientation meeting. During the orientation meeting, Operators will be provided a list of additional information required by City regarding their company, drivers, and vehicles, which includes, but is not limited to: vehicle registrations, CHP inspections, vehicle insurance cab cards, color copy of driver California Driver's License). Operators will be issued an "Operator Permit," "Vehicle Stickers," and "Driver Identification Cards" prior to start-up of the Program (January 1, 2016).

12.14.010

## Chapter 12.14

**POLICE AND CITY OF MORENO  
VALLEY ROTATIONAL TOW  
SERVICE**

## Sections:

- 12.14.010 Intent and purpose.
- 12.14.020 Definitions.
- 12.14.030 City business license and permits required.
- 12.14.040 Selection of towing services.
- 12.14.050 Rotation tow lists.
- 12.14.060 Official police department and city tow operator's permit.
- 12.14.070 Tow truck driver's permit.
- 12.14.080 Tow truck classifications.
- 12.14.090 Liability insurance.
- 12.14.100 Storage facility.
- 12.14.110 Standard rules of operation.
- 12.14.120 Additional services to be provided.
- 12.14.130 Response to calls.
- 12.14.140 Rates.
- 12.14.150 Suspension and revocation.
- 12.14.160 Summary suspension of permit pending opportunity for hearing.
- 12.14.170 Hearing and procedure.
- 12.14.180 Hearing officer.
- 12.14.190 Hearing officer—Power and duties.
- 12.14.200 Findings and determination by the hearing officer.
- 12.14.210 Notice and surrender.
- 12.14.220 Surrender of permit.
- 12.14.230 Appeal to city council.

**12.14.240 Permits in effect at the  
time of adoption.**

**12.14.010 Intent and purpose.**

A. It is the intent of this chapter to prescribe the basic regulations for the operation of an official rotational tow service program in police emergency situations, removal of illegally parked, vehicles that are being operated contrary to law, and/or in the removal of vehicles which are apparently abandoned, or involved in an accident, or which constitute an obstruction to traffic because of mechanical failure.

B. The intent of this chapter is to also establish regulations and procedures for the abatement of abandoned, inoperative and dismantled vehicles as set forth in Chapter 11.24 of this code.

C. It is the purpose of the city council in enacting the ordinance codified in this chapter to provide a fair and impartial means of distributing requests for towing services among qualified firms, and to ensure that such service is prompt and reasonably priced, and in the best interests of the public as well as the interest of efficient policing operations for the removal of such vehicles from public streets. (Ord. 822 § 2, 2011)

**12.14.020 Definitions.**

Unless the context in which used requires otherwise, the following words and variant thereof, shall have the following meanings:

“Appeal” means the final level of review for written reprimands, suspensions, terminations, or review of a decision regarding disciplinary action.

“Area” means the corporate boundary of the city of Moreno Valley.



12.14.020

“Attendant” means individual responsible for staffing the storage yard facility.

“Base services” means any service or tow which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of an officer.

“City” means the city of Moreno Valley.

“Financial and administrative services director” means the position in the financial and administrative services department in charge of the administration of the financial affairs of the city.

“Driver” means a trained and/or qualified licensed individual who operates/drives a tow car or tow truck.

“Driver’s permit” means the driver’s permit issued to a driver that has completed an application and complied with the requirements outlined in Section 12.14.070.

“Enrollment period” means the period of time when a tow operator or business may submit an application for inclusion on the city’s rotation tow list.

“Garage or storage facility” means the area where a tow operator or business stores or impounds vehicles in connection with the city’s rotational tow service program and complied with the requirements outlined in Section 12.14.100.

“Incident” means a traffic collision, crime scene, or similar event in which the police department or city contacts a tow operator on the rotation tow service program to remove a vehicle or vehicles.

“Indoor storage” means an enclosed weathertight building for the purpose of storing vehicles in conjunction with the city’s rotational tow service program. The building shall have a roof and four walls and shall be able to be secured from entry by unauthorized persons. A wall or walls shall have an open-

ing of sufficient size to permit a vehicle to be moved in and out. Said building shall be in compliance with the city’s zoning and building code regulations and shall have a certificate of occupancy for commercial storage of vehicles.

“License division” means the city business license division of the financial and administrative services department.

“Load salvage operations” means any operator or business involving the recovery of a load which has been spilled, or the off-loading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will be limited to operations involving Class B, C, and D tow trucks.

“Notice” means any notices shall be in writing and delivered to the other party in person, via facsimile, and/or by first-class U.S. mail from a duly authorized representative of the city or operator.

“Official police and city of Moreno Valley tow service” or “operator” means a towing operator or business that has a valid agreement with the city and is selected to be used, on call, and on an alternate basis, where a tow truck is required.

“Permit” means the operator’s permit issued to a tow operator or business that has complied with all sections of this chapter to the satisfaction of the city council.

“Personal property” means items which are not permanently affixed to the vehicle.

“Rate” means the rate charged by the tow operator or business to a vehicle’s owner or his/her agent as approved by the city council.

“Response time” means the period of time between when an operator is notified by the city or police department of a call to the arrival of the tow truck at the location requested.

## 12.14.020

“Rotation list” means a list of authorized tow operators permitted to remove a vehicle or vehicles on the tow rotation service program.

“Rotational tow service program” means the city’s official program of selecting tow operators to assist the police department and city in removing vehicles from the public right-of-way and private property as set forth in this chapter.

“Suspension” means the removal of an operator from the city’s tow rotation list for a specified period of time regardless of any contract period or time.

“Termination” means the permanent removal of a tow operator from the city’s rotation tow list for the remainder of the term of the tow service agreement and disqualification from any further participation in the city’s rotation tow service program.

“Tow car” or “tow truck” is a motor vehicle which has been altered or designed and equipped for and exclusively used in the business of towing vehicles by means of a crane, towbar, towline or dolly or is otherwise exclusively used to render assistance to other vehicles and in compliance with Section 615 of the California Vehicle Code. Also includes slide-back carriers and wheel-lift vehicles.

“Tow operator” or “business” means a company approved by the city to remove, impound and store vehicles in association with the city’s rotational tow service program.

“Tow service agreement” means a document which sets forth the terms and conditions of an agreement between the city and operator on the tow rotation list.

“Vehicle recovery operation” means an operation involving the process of uprighting an overturned vehicle or returning a vehicle to a normal position on the roadway which re-

quires the use of auxiliary equipment due to the size or location of the vehicle. This will normally be limited to operations requiring a Class B, C, or D tow truck(s). (Ord. 822 § 2, 2011)

#### 12.14.030 City business license and permits required.

A. No towing business may participate in the assignment of service calls on a rotational basis by the police department or the city unless it has a valid city business license to do business and is operating from a physical location in the city of Moreno Valley as set forth in this code.

B. No person shall operate a tow truck as part of the city’s rotational tow service in the city unless he or she holds a valid tow truck driver’s permit issued by the city.

C. Only those tow operators or businesses approved by the city and possessing a valid tow operator’s permit and tow service agreement shall be permitted to remove, tow, impound and/or store a vehicle as part the city’s rotational tow service program. (Ord. 822 § 2, 2011)

#### 12.14.040 Selection of towing services.

A. The city manager or designee shall solicit proposals from tow operators to participate in the city’s rotational tow service program. The proposals shall be accompanied by the fee as established by resolution of the city council. The fee is not refundable.

B. Proposals submitted by tow operators shall be evaluated by city staff and presented to the city council for approval.

C. The term of a tow service agreement shall not exceed five years. Tow operators not participating in the process will not be eligi-

12.14.040

ble to participate in the city's rotational tow service until the city establishes an open enrollment period. The enrollment period shall be open for at least thirty (30) days.

D. Only those tow operators who enter into a contractual agreement with the city shall be permitted and be required to affix a decal or other permanent marking "Official Police and City of Moreno Valley Rotational Tow Service" to permitted tow trucks. Tow truck and/or other vehicles owned and operated by the tow operators that have not been inspected and approved by the city to participate in the city's rotational tow service program shall not, in any way, maintain a decal or other markings or advertisement that the vehicle or vehicles are part of the program.

E. Tow operators applying for the city's rotational tow service shall have a minimum of three verifiable years of for-hire towing experience, as an owner or principal, prior to the final filing date of an enrollment period in order to qualify for the program. The city shall verify that a tow operator meets the minimum three years of experience.

F. A tow operator or business not having a valid tow operator permit or tow services agreement shall be prohibited from participating in the city's rotational tow service program. Any tow person violating this chapter shall be guilty of a misdemeanor and shall be prosecuted either criminally or civilly pursuant to Chapter 1.10, Civil Citations, of the Moreno Valley Municipal Code.

G. Tow operators who enter into a contractual agreement with the city shall deposit with the city the fee established by resolution of the city council to cover its costs to administer the terms and conditions of the tow service agreement and the regulations of this chapter. A tow operator that fails to deposit

with the city the required funds as set forth in the resolution of the city council shall be in violation of this chapter and shall be prosecuted accordingly. (Ord. 822 § 2, 2011)

#### **12.14.050 Rotation tow lists.**

A. For operational reasons, the police department and city shall maintain the same rotation tow lists where practical and establish policies and procedures as to fairly distribute calls to the tow operators or businesses approved by the city to participate in the rotational tow service program. Each list will include the same tow operators as approved by the city council and have a valid tow service agreement.

B. Nothing shall prohibit a Class B, Class C or Class D operator from maintaining a place on a lighter class rotation list. (See Section 12.14.080 for description of classifications.)

Regardless of the class of tow truck used in response to a call from the city, charges to the vehicle's registered owner or his/her authorized agent shall not be more than the class of vehicle towed or serviced, except when recovery operations require a larger class of truck.

C. If two or more tow operators are called to the same incident, distribution of the vehicles shall be at the discretion of the police department or city.

The police department may direct a tow operator to move vehicles to help clear a roadway or for lifesaving operations. Tow operators shall provide the requested assistance at no cost to the city.

D. At the direct request from an owner of a vehicle or his/her authorized agent, a police officer may contact any tow business for ser-

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vices unless said request would be in violation of local, state or federal law or regulation or cause a delay in protecting the public's general health and safety. If an owner of a vehicle or his/her authorized agent request a tow service of their choosing, they assume full responsibility for any fees for service the owner's tow service may impose.

E. After any type of major collision, the police department shall have the authority to order any tow operator to tow vehicles to any location necessary for investigative purposes. (Ord. 822 § 2, 2011)

**12.14.060 Official police department and city tow operator's permit.**

A. In addition to having a valid city business license to conduct business in the city, the tow operator participating in the city's rotation tow services program shall also apply for and receive a tow operator's permit. A tow operator's permit application shall be filed with the financial and administrative services director or designee, shall be verified under penalty of perjury, and shall be accompanied by the fee as established by resolution of the city council. The fee shall not be refundable. It shall contain or be accompanied by the information and documentation specified in this section. Applications for permits to conduct the tow business shall be filed with the city on a form approved by the financial and administrative services director or designee. Such application shall demonstrate that the applicant possesses a business license pursuant to Chapter 5.02 of this code. In addition, such application shall provide the following information:

1. Name/Description. Name and description of applicant.

2. Address. Permanent home address and full business address of applicant if an individual; of each partner if a partnership; and of each officer if a corporation.

3. Garage or Storage Facility. The place where the vehicles towed are to be stored or impounded.

4. Fingerprints and Photographs. Applicant shall be fingerprinted and photographed by the police department upon referral of the financial and administrative services director or designee, and a record check made. The cost of the foregoing shall be established by resolution of the city council and be borne by the applicant. The photographs taken by the police department will be used throughout the permit process, whenever photographs are required to be made part of the record.

5. Criminal Record. A statement as to whether or not the applicant, or any officer or partner of the applicant has been convicted of a felony within the immediately preceding ten (10) years, and the nature of each such offense and the punishment or penalty assessed, thereof.

6. Vehicle Data. The number of tow trucks to be operated or controlled by the applicant in the conduct of the tow business, and the make, body style, year, vehicle identification number, state license plate number, and the name of legal and registered owner of each vehicle.

7. Vehicle Description. A description of the proposed color scheme, insignia, trade-style and any other distinctive characteristic or design to be used to identify such vehicles.

8. Previous Licensing. A statement of whether or not the applicant has ever had any permit or franchise for a tow business issued

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to him/her that has been suspended or revoked, and, if so, the circumstances of each such suspension or revocation, whether in the city or elsewhere.

9. Insurance. A certification or policy of insurance in the manner and form required by Section 12.14.090.

10. Corporation Data. If the applicant is a corporation, a copy of the current Articles of Incorporation, certified as to being true and correct by the California Secretary of State, within sixty (60) days prior to the date of application, the most current corporate bylaws and any applications, permits or notifications for the issuance of shares filed with or issued by the commissioner of corporations.

11. Business Office and Telephone Maintenance. A statement that the applicant will maintain at the principal place of business located in the city of Moreno Valley, and in operating order at all times, at least one telephone line. At all times there will be an attendant in charge of said telephone or telephones to dispatch tow trucks in response to requests therefor. After-hour answering services fulfill this requirement.

B. Prior to the issuance of a tow service agreement by the city council, the tow operator shall provide evidence that:

1. The application conforms in all respects to the provisions of this chapter.
2. The applicant's garage or storage facility is located within city limits.
3. The applicant is financially responsible and otherwise able to provide the service.
4. The applicant, and all officers or partners are likely to provide tow services in a responsible and satisfactory manner. In making such determination, the financial and administrative services director or designee

shall consider whether the applicant or any officer or partner of the applicant;

a. Has previously provided responsible and satisfactory tow services,

b. Has not previously violated the terms of this chapter or of any similar enactment of the city or of any other jurisdiction resulting in the revocation of a permit and/or removal from a tow rotation program.

C. A tow operator shall not have a financial interest in any other tow business participating in the city's rotational tow service program. Any violation of this section shall cause the immediate revocation of a tow operator's permit for the balance of the contract period.

D. A tow operator's permit is valid for one year. The failure of a tow operator or business to apply for and receive approval of a subsequent permit by the city shall suspend the tow operator from participating in the city's rotational tow service program. At such time the tow operator or business is issued a valid permit, the tow operator or business shall be permitted to participate in the city's rotational tow service program. (Ord. 822 § 2, 2011)

#### **12.14.070 Tow truck driver's permit.**

A. The tow operator shall ensure that only qualified and competent tow drivers respond to calls initiated by the police department or city. All tow truck drivers must obtain a permit from the city's financial and administrative services director or designee. Each applicant shall be required to be photographed and fingerprinted. Each tow truck driver's permit application, including renewal, replacement and duplicate applications, shall include the following information:

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1. The name of the applicant, including all other names if any, by which the applicant has been known.

2. The applicant's race, color of eyes and hair.

3. Whether the applicant has been convicted or pled guilty or nolo contendere to any felony within the prior ten (10) years, and if so, the date, nature of the offense, the punishment or penalty assessed therefor, and the court in which such conviction was obtained or plea of guilty or nolo contendere was entered.

4. The class and number of the applicant's California driver's license and restrictions thereon, if any, and whether any license of applicant to drive has ever been suspended or refused or revoked, and if so, details of the reasons therefor and the disposition of the matter, including the dates of any such suspension or revocation.

5. A statement showing each address at which the applicant has resided during the preceding year.

6. A statement of the applicant's physical condition, including a statement of whether the applicant has ever had epilepsy, blackout periods, fainting spells, or been addicted to the use of alcohol, narcotics or other dangerous drugs.

7. A current California driver's license record listing driving violations, if any, issued by the California Department of Motor Vehicles within thirty (30) days prior to the date of application. This California driver's license shall be valid for the class of tow trucks to be driven by the driver.

B. Record Check. Applicant shall be finger printed and photographed by the police department upon referral of the financial and administrative services director or designee,

and a record check made. The fee for the foregoing shall be as set by resolution of the city council and the fee shall be paid by the applicant at the time the application is submitted. The photographs taken by the police department will be used in all cases where photographs are required for implementation of this chapter.

C. Employment of Qualified Drivers. Every holder of city tow operator permit to do business as a tow operator in the city shall employ as drivers only persons who are physically and mentally fit and able to perform such duties. It shall be the responsibility of the tow operator permit holder to select and employ drivers who are familiar with the streets and addresses in the city. No tow operator permit holder shall employ or retain in employment any person as a driver who violates laws governing morals, motor vehicle operations, or any provision of this chapter.

D. Nontransferable. Tow truck driver's permits are not transferable, except that the holder of such a permit may use the same permit if he or she changes employment from one tow operator to another.

E. Termination. Within ten (10) days of terminating any driver, the tow operator shall serve notice to the police department and the city.

F. Tow operators shall comply with the United States Department of Transportation regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991 and subsequent revisions.

G. Tow operators shall be enrolled in the Employer Pull Notice Program as set forth in California Vehicle Code Section 1808.1. The tow operator shall included mandated and non-mandated employees that are required to

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drive as part of his/her duties for the tow business.

H. A tow truck driver's permit is valid for one year. The failure of a tow truck driver to apply for and receive approval of a subsequent permit by the city shall suspend the driver from participating in the city's rotational tow service program. At such time the tow truck driver is issued a valid permit and is employed by a tow operator licensed pursuant to this chapter, he/she shall be permitted to participate in the city's rotational tow service program. (Ord. 822 § 2, 2011)

#### **12.14.080 Tow truck classifications.**

A. An operator shall equip and maintain tow trucks in accordance with the provisions set forth in the California Vehicle Code (CVC), Title 13 of the California Code of Regulations and the specifications contained in this chapter, and consistent with industry standards and practices by the city.

Any and all tow trucks used by a tow operator or business in connection with the city's rotational tow service program shall be inspected annually by the California Highway Patrol and be issued a commercial vehicle safety alliance (CVSA) decal prior to permitting a tow truck to participate in the city's rotational tow service program. A tow operator shall produce current California Highway Patrol forms CHP 407F, SafetyNet Driver/Vehicle Inspection Report, and CHP 234B; Tow Truck Inspection Guide, at the time a tow operator applies for a tow truck permit. If the tow operator or business fails to have the tow truck or trucks inspected, such tow truck or trucks shall not be permitted to participate in the city's rotational tow service program. Once the city has inspected the tow

truck or trucks and has determined it meets the provisions of the California Vehicle Code and this chapter, the tow truck or trucks will be permitted to tow vehicles in connection with the city's rotational tow service program.

B. Notwithstanding Section 615 CVC, all tow trucks shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this chapter. For the purpose of this chapter, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a primary tow truck for tow rotation lists.

A violation of the gross vehicle weight rating (GVWR) and safe loading requirements of a tow truck shall be cause for immediate suspension as defined and outlined in this chapter. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty (50) percent of the tow truck's unladen weight on the front axle when lifting/carrying a load.

C. There will be four classes of tow trucks covered under this chapter. If the weight rating of the class of tow truck changes, said weight ratings of the class of tow truck or trucks shall replace those weight ratings described below.

I. Class A—Light Duty. A tow truck with a manufacturer's gross vehicle weight rating (GVWR) of at least fourteen thousand (14,000) pounds with wheel-lift capability, and may have a car carrier.

a. A tow truck company that has a car carrier may be exempted from the wheel-lift capability requirements. However, the car carrier must be an additional unit.

b. A "trailer for hire" shall not be approved for listing as a Class A tow truck.

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2. Class B—Medium Duty. A tow truck with a manufacturer's gross vehicle weight rating (GVWR) of at least twenty-six thousand (26,000) pounds. The truck shall be capable of providing air to the towed vehicle's brakes.

a. A tow truck company may also have a car carrier. However, the car carrier must be an additional unit.

3. Class C—Heavy Duty. A tow truck with a manufacturer's gross vehicle weight rating (GVWR) of at least forty-eight thousand (48,000) pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle's brakes.

4. Class D—Super Heavy Duty. A tow truck with a manufacturer's gross vehicle weight rating of at least fifty-two thousand (52,000) pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle's brakes.

D. To properly and safely tow and service the wide variety of vehicles being operated on the highway, a tow operator shall equip all tow trucks participating in the city rotational tow service program with the appropriate equipment as required by the California Vehicle Code and other regulations governing tow trucks. (Ord. 822 § 2, 2011)

**12.14.090 Liability insurance.**

A. Insurance—Motor Vehicle Liability Policy Required. Before any permit may be issued for a tow company, the owner or tow operator shall file with the city's risk manager a motor vehicle liability insurance policy, or a certification of the coverage required by this section, covering each tow truck used in the permitted business and a California admitted corporation shall issue the liability insurance

in the state of California, which policy shall conform in all respects to the requirements of this chapter.

B. Liability Amounts. The required motor vehicle liability policy shall insure the owner, the city and its officers, agents and employees as additional insured, and any other person using or responsible for the use of any such vehicle with the consent, expressed or implied of such owner, against loss from the liability imposed upon such owner or person by law for injury to, or death of any person, or damage to property growing out of the maintenance, operation or ownership of any tow truck, in the minimum amount set forth by the city's risk manager for public liability and for property damage.

C. Compliance. All motor vehicle liability policies shall be subject to the approval of the city's risk manager. At any time a motor vehicle liability policy is found to be insufficient for any cause, the city manager or designee will remove the affected tow service business from the rotational tow service program. If the owner fails to replace the motor vehicle policy or policies within ten (10) days after the city manager gives notice of such insufficiency with good and sufficient policies approved by the risk manager, then the tow operator's tow service agreement issued hereunder shall be automatically suspended until such time as a sufficient policy has been furnished. Upon direction of the city manager, the police department shall enforce such suspension.

D. Policy Endorsement. Every policy and every certificate of motor vehicle liability insurance coverage filed pursuant to the provisions of this chapter shall contain the following endorsements:



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1. It is hereby understood and agreed that, notwithstanding expressions or provisions consistent with or contrary thereto in this policy contained, the policy is expressly issued to cover a motor vehicle regulated by the provisions of Chapter 12.14 of the Moreno Valley Municipal Code. This policy shall inure to, and be for the benefit and protection of, each person who shall sustain any damages or injury, or to the heirs, personal representatives, administrators, executors or assigns of any such person who may be so damaged or injured or suffer death by reason of the operation of a motor vehicle covered by this policy or from the defective condition thereof. Liability under this policy shall be in no manner abrogated or abated by the death of the tortfeasor or the insured.

2. This is a continuing liability for claims incurred up to the full amount hereof, notwithstanding any action or recovery thereon.

3. No cancellation or reduction in coverage of this policy for any reason whatsoever shall become effective until the expiration of thirty (30) days after written notice of such cancellation or reduction in coverage shall have been given in writing to the city manager or designee. The thirty (30) day period shall commence upon the date the notice is actually received by the city manager if personally delivered, or, if by registered United States mail with return receipt requested, on the second business day after the notice is deposited in the United States mail, postage prepaid or on the date of receipt shown on the return receipt, whichever is later. (Ord. 822 § 2, 2011)

#### 12.14.100 Storage facility.

A. Storage Facility Standards. The tow operator shall provide for the city's tow rotation program, storage space for a minimum of one hundred fifty (150) vehicles including a minimum of five vehicles of indoor storage. Said storage spaces shall be dedicated to the city's rotational tow service program. The following standards of performance must be maintained:

1. Storage facilities must be located within the city and clearly marked. Any and all signage for the facilities must be in conformance with the city's municipal code.

2. All vehicles are to be stored at a storage facility properly zoned for this use within the city. Vehicles that have been approved by the Department of Motor Vehicles for lien sale must be sold from a storage facility or other approved location by the city to conduct such a business within the city limits.

3. Each impounded or stored vehicle shall be a minimum of two and one-half feet from any other vehicle, structure or object.

4. All stored vehicles shall be reasonably accessible to the vehicle's owner or vehicle owner's agent and the police department or city for retrieval, inspection and/or identification.

5. Owners shall be able to retrieve a stored vehicle twenty-four (24) hours a day, seven days a week including holidays, within one hour upon notification by the police department or city that the vehicle can be released to its owner or authorized agent.

6. Storage facilities, including the indoor storage of vehicles, shall be monitored by an electronic monitoring or security system and fully secured. Said system shall be subject to review and approval by the police department

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before the tow business is permitted to tow and store or impound vehicles as part of the city's rotational tow service program to said lot.

7. Storage facilities shall be properly lighted and secured by a six foot high fence as set forth in Title 9 of this code. The fence shall be installed in compliance with any applicable provision of this code and approved by the police department and city before the tow business is permitted to tow vehicles as part of the city's rotational tow service program.

8. Storage facilities owned by a tow operator shall not be shared with another tow operator. However, a tow operator or business may be permitted on the same lot as long as there is a clear separation between tow operators. Each tow operator shall fully comply with the provisions of this code.

B. Personal property may be removed from the vehicle and shall be released to the owner of a vehicle at the request of the vehicle owner or his/her agent. When a vehicle has been impounded for evidence or investigation, the operator shall notify the police department or city depending on the agency directing the storage of the vehicle, prior to the removal of property from a stored vehicle and will provide a receipt, with a copy placed in the stored vehicle.

C. Vehicles ordered towed by the police department or city will only be released by the tow operator under the regulations of the Vehicle Code and the city of Moreno Valley. The city will provide tow operators with appropriate regulations including updates to these regulations as they occur.

D. Prior to the utilization of new storage facilities that were not listed on the tow operator's permit application for the rotation

tow service program, the tow operator shall obtain the approval of the city to ensure that the new garage or storage facility meets all applicable regulations.

E. The operator shall maintain, at a minimum, business hours at the primary place of business of the tow operator of Monday through Friday, eight a.m. to five p.m. except for the following recognized holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving Day, and Christmas Day.

F. Annual Storage Facility Inspections. A tow operator shall have its storage facility inspected annually. The failure of a tow operator or business to have its storage facility inspected annually by the city shall have its tow permit suspend and shall not participate in the city's rotational tow service program. At such time the storage facility is inspected by the city and found to be in compliance with this chapter, the tow operator or business shall be permitted to participate in the city's rotational tow service program. (Ord. 822 § 2, 2011)

#### 12.14.110 Standard rules of operation.

A. Any requests for the removal of traffic hazards shall be made through the police department.

B. When it becomes evident that there will be a delay in responding to a police department or city request for towing service, the responding towing operator shall advise the agency requesting the tow services if the delay will exceed the maximum response time in Section 12.14.130(A).

C. The tow operator or business shall be capable of responding to police or city re-

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quests for towing of vehicles and release a vehicle to an owner of a vehicle or his/her authorized agent twenty-four (24) hours a day, seven days a week. An answering service fulfills this requirement.

D. Removing Hazards. After being dispatched by the police department or city to the scene, the tow truck driver shall cooperate with the police officer(s) or city official in removing hazards and illegally parked vehicles as requested. It is the duty of the police officers or city to determine when such a vehicle should be impounded or moved, and the driver shall abide by their decisions.

E. Each towing operator or business shall comply with Section 27907 of the Vehicle Code of the state of California regarding signs on tow trucks. Only tow trucks bearing the name of the tow operator called shall be dispatched to the scene of need.

F. All tow operators shall conduct their business in an orderly, ethical, businesslike manner and use reasonable means to obtain and keep the confidence of the motoring public.

G. Towing operators participating in city's rotational tow service program shall be responsible for the acts of their employees (office and field personnel) while on duty. A tow operator shall be responsible for damage to vehicles while in their possession.

H. A tow operator's records, equipment and storage facilities shall be subject to periodic checks by police department investigators and/or the city during regular business hours. Failure to permit the periodic checks will be considered a breach of the rotational tow service agreement and shall cause the immediate suspension of the tow operator from the city's rotational tow service program.

I. All vehicles stored or impounded as a result of a tow ordered by the police department or city shall be made available to the owner of the vehicle or his/her representatives, an authorized insurance agent, insurance adjustor, or body shop or car dealer, for the purpose of estimating or appraising damages, with the exception of vehicles with a "police hold." The tow operator shall keep a written record of every vehicle stored for a period longer than twelve (12) hours pursuant to Section 1065(a) of the California Vehicle Code.

J. The permitted tow business shall record their time in and their time out on every city requested tow truck assignment. Such records shall be available and open to examination by the police department and/or city.

K. All permitted tow businesses shall submit a monthly rotational tow service program report to the police department and city within ten (10) business days of the last day of each month. The report shall include the following:

1. Total police and city impounds;
2. Number of times dispatched by police department or city;
3. Number of these calls resulting in impounds;
4. Number of vehicles sold on lien sale under authority of Section 3072, Civil Code, and reporting said lien sales as per authority of Section 851.2 CVC;
5. Number of vehicles sold under low value vehicles as defined by California Vehicle Code Section 22851.3;
6. Number of calls which required more than one hour's time.

L. All tow trucks used shall have two-way communication with the tow operator's communication center.

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M. A tow operator shall not proceed with any repair work on a vehicle or place any charges against a vehicle other than those occasioned by removal from the street and storage unless authorized by the vehicle owner or designated agent.

N. A tow operator, when disposing or dismantling of unclaimed vehicles, shall abide by all Civil and Vehicle Code Sections pertaining thereto.

O. All vehicles stored or impounded as a result of a tow ordered by the police department or city shall be towed directly to a tow operator's approved storage facility unless the police department, city or other person legally in charge of the vehicle requests that it be taken to some other location.

P. A tow operator shall not begin the lien-sale process for a minimum of five days after the tow operator took possession of a vehicle under the city's rotational tow service program.

Q. The city shall conduct, at a minimum, one annual meeting to discuss with the tow operators or designee, the city's rotational tow service program. Attendance at the meeting is mandatory. The city shall give a thirty (30) day written notice of the meeting.

If a tow operator fails to attend the meeting, said tow operator shall be suspended until such time that the tow operator can attend an alternate annual meeting with the police department and city to discuss the rotational tow service program. Said meeting is mandatory and will be held within sixty (60) days from the date the meeting was originally to be held.

Failure to attend a second, rescheduled mandatory meeting will lead to the termination of the tow rotation service agreement

with the city for the duration of the contract period. (Ord. 822 § 2, 2011)

**12.14.120 Additional services to be provided.**

Any tow operator selected to be part of the rotational tow service program shall provide to the city, at no charge, emergency response to aid and service all city owned and police department vehicles within a reasonable radius of the city. (Ord. 822 § 2, 2011)

**12.14.130 Response to calls.**

A. The tow operator shall respond to police department or city, within the maximum response time of twenty (20) minutes or as established by the police department. The tow operators on the city's rotational tow service program shall be notified by the city in writing of any change to the response time. A minimum notice of fifteen (15) days shall be provided to tow operators before the new response times are implemented. The tow operator will advise the police department dispatch or city, at the time of notification, if they are either unable to respond or unable to meet the maximum response time. If, after accepting the call, the tow operator is unable to respond or will be delayed in responding, the tow operator shall immediately notify central dispatch or the city. The tow operator shall not assign calls to other tow operators and/or tow truck drivers not employed by said tow operator.

1. The city council shall establish the terms of the rotation list to best meet the needs of the police department and code and neighborhood services division. As such, the city council will establish the type of rotation for the program, for example twenty-four (24)

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hour rotation or on a per call ("true rotation") basis. Should the city implement a call-by-call rotation, the cost to contract with an outside call service for dispatch services shall be shared equally among the operators on the rotation list and the expense for this service shall be paid for by the operators out of the deposit made to the city as required by Section 12.14.040(G).

2. If the tow operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is canceled due to excessive response time, the tow operator shall have forfeited this call and the operator next on the list will be called. If a per call or "true rotation" program is in effect, the operator that was unable to respond will be moved to the bottom of the rotation list. If a twenty-four (24) hour rotation program is in effect, that particular call will go to the operator assigned to the next twenty-four (24) hour rotation but any additional calls will still go to the operator assigned to the shift in effect at that time.

3. Repeated failure to respond and/or failure(s) to respond within the maximum response time requirements, on a continuous basis, shall constitute failure to comply with the terms and conditions of this chapter and the city council tow service agreement.

B. A tow operator shall not respond to a police department or city call assigned to another tow operator unless requested to do so by the police department or city.

1. There may be times when a driver, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a police officer requests his/her assistance in clearing the roadway. In such a case, the driver may be requested to move the vehicle to a safe location,

as directed by the officer, and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the tow operator's place in the rotation. (Ord. 822 § 2, 2011)

#### 12.14.140 Rates.

A. All fees and storage rates shall be charged to a vehicle's owner or authorized agent. Said fees and storage rates charged for response calls originating from the police department or city shall be reviewed by the city council and shall be reasonable and not in excess of those rates charged for similar services provided in response to request initiated by any other public agency or private person. The reasonableness of the fees charged will be determined in the following manner:

1. The rate for towing shall be from portal to portal and may be charged at a one-hour minimum. Charges in excess of one hour may be charged in fifteen (15) minute increments. There shall be no additional charges for mileage, labor, etc. Secondary towing requested by the customer may be negotiated by the tow operator in accordance with his/her private business practices.

B. Rates for service calls (out of gas, lock outs, etc.) shall be from portal to the end of the service, and may be at the hourly rate with a thirty (30) minute minimum. Charges in excess of thirty (30) minutes may be charged in fifteen (15) minute increments.

C. The fees added for after business hours release of a vehicle shall be no more than one-half the hourly rate, and shall only be allowed if there is no person available at the storage facility for release and a call back is required.

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D. Storage fees shall be charged by calendar day except that vehicles stored eight hours or less shall be charged no more than one day storage.

E. The schedule of rates shall be posted in the lobby of the tow business. These rates shall be displayed on an eleven (11) inch by seventeen (17) inch minimum sign in one-inch lettering. Additionally, rates shall be made available upon demand to person(s) for whom the tow services were provided or his/her agent. (Ord. 822 § 2, 2011)

**12.14.150 Suspension and revocation.**

A. Tow operator and tow truck driver permits may be suspended or revoked by the city after notice and hearing with respect thereto, on the following grounds:

1. That the tow operator or truck driver has failed to operate in accordance with the provisions of this chapter and the tow service agreement approved by the city council.

2. That the tow operator has failed to maintain or secure insurance on any tow truck.

3. That the tow operator has failed to provide reasonable services to the city or the police department.

4. That the public safety or convenience and necessity would be best served by such revocation or suspension of the tow permit for any tow operator or business.

5. That the tow permit in question was obtained on the basis of misrepresentation made or induced by or on behalf of the holder of the tow permit.

6. That the tow operator has engaged in conduct which would have constituted grounds for denial of an application for such a tow permit.

7. That the tow operator permits a tow truck driver to respond to a call by the police department and/or city in violation of this chapter.

8. That a tow operator or business intentionally overcharges or demonstrates a pattern of overcharging customers.

9. That a tow operator or business fails to maintain a tow truck's safety equipment, safe overloading requirements of a tow truck, and/or a tow truck's gross vehicle weight rating while towing a vehicle.

10. That a tow operator fails to permit the police department and/or city to inspect its storage facilities.

B. The city council shall establish the manner in which disciplinary action will be considered and the terms for suspension and even termination of a tow operator from the city's rotational tow service program.

C. Nothing shall preclude the city from taking the appropriate enforcement or administrative action for any violation of law.

D. Violations of the terms and conditions of the tow service agreement or this chapter may be cause for disciplinary action in the following manner:

1. First violation within a twelve (12) month period—Letter of written reprimand.

2. Second violation within a twelve (12) month period—One to thirty (30) day suspension.

3. Third violation within a twelve (12) month period—Sixty (60) to ninety (90) day suspension.

4. Fourth violation within a twelve (12) month period—Termination of the tow service agreement for the current contract period.

E. A tow operator or business participating in the city's rotational tow service pro-

12.14.150

gram found guilty of a felony is prohibited from participating in the city's rotational tow services program for the current contract period. (Ord. 822 § 2, 2011)

**12.14.160 Summary suspension of permit pending opportunity for hearing.**

Notwithstanding Section 12.14.170, any police officer duly acting as such within the city has the authority to temporarily suspend a tow truck driver's permit immediately if the driver thereof is arrested for conduct which jeopardizes the public health or safety. (Ord. 822 § 2, 2011)

**12.14.170 Hearing and procedure.**

Prior to any suspension or revocation of a tow permit the city manager or designee shall give the permit holder notice of intent to suspend or revoke the permit and state the proposed grounds for the suspension and revocation. A hearing shall be held within twenty (20) days on whether a tow permit should be suspended or revoked. Notice of hearing shall be mailed at least ten (10) days before the hearing by certified mail, with a five-day return requested, to the permittee. If any of the foregoing notices are returned undeliverable by the United States Post Office, the hearing shall be continued to a date not less than ten (10) days from the date of the return and may then be conducted on the date to which continued whether or not the party is present. (Ord. 822 § 2, 2011)

**12.14.180 Hearing officer.**

All hearings under this chapter shall be held before a hearing officer. The city man-

ager, or designee, shall be the hearing officer of the city. (Ord. 822 § 2, 2011)

**12.14.190 Hearing officer—Power and duties.**

The hearing officer shall hear all facts and testimony which he or she deems pertinent. The hearing officer shall not be limited by the technical rules of evidence, but may consider any evidence upon which a prudent person might rely in arranging his or her own affairs. The permittee may appear in person at the hearing or present a written statement in time for consideration at the hearing. (Ord. 822 § 2, 2011)

**12.14.200 Findings and determination by the hearing officer.**

The hearing officer may impose such conditions and take such other action as he or she deems appropriate under the circumstances to carry out the purpose of this chapter. If an interested party makes a written presentation to the hearing officer but does not appear, he or she shall be notified in writing of the decision. The hearing officer shall have thirty (30) days in which to render a decision. (Ord. 822 § 2, 2011)

**12.14.210 Notice and surrender.**

No temporary suspension shall be for a period of more than twenty (20) calendar days. Notice of suspension or revocation shall be given by either personal service on the permittee or by certified mail, return receipt requested and addressed to the address of record on his or her application and, where appropriate, to the address of his or her employer. (Ord. 822 § 2, 2011)

12.14.220

**12.14.220 Surrender of permit.**

A tow operator's permit issued pursuant to this chapter which has been suspended or revoked must be surrendered to the financial and administrative services director or designee within ten (10) days of the giving of notice to the holder that the permit has been suspended or revoked. The operation of any tow business or driver authorized by any such permit shall cease upon receipt by the holder of the notice of suspension or revocation. Such notice shall be deemed to have been received by the holder of the permit when personally delivered to such person or, if given by certified United States mail with return receipt requested, on the second city business day after the notice has been deposited in the United States mail. (Ord. 822 § 2, 2011)

**12.14.230 Appeal to city council.**

Any interested party may appeal the decision of the hearing officer pursuant to the hearing and appeal procedure set forth in Sections 2.04.100 through 2.04.130. (Ord. 822 § 2, 2011)

**12.14.240 Permits in effect at the time of adoption.**

Any tow operator permit in effect at the time the ordinance codified in this chapter is adopted shall be null and void unless said tow operator is offered a tow service agreement to participate in the city's rotational tow service program. Said permit would expire on the date noted on the tow operator permit. A new tow operator permit may be granted at that time if all of the terms and conditions of the city and all regulations of this code are complied with. (Ord. 822 § 2, 2011)



CITY OF MORENO VALLEY  
 ROTATIONAL TOW SERVICE PROGRAM - APPROVED RATE TABLE  
 EFFECTIVE DATE: January 1, 2016

DESCRIPTION	RATE	3% Increase (rounded to nearest \$)					increase from yr 1 to yr 5	ORIGINAL RATES	
		Year 2: 1/1/2017	Year 3: 1/1/2018	Year 4: 1/1/2019	Year 5: 1/1/2020	orig range		increase	
Class A (Tow): Daytime	\$200/hr	\$206	\$212	\$218	\$225	\$19	175-200	25	
Class A (Tow): Evening/Weekend	\$200/hr	\$206	\$212	\$218	\$225	\$19	195-200	5	
Class B (Tow): Daytime	\$250/hr	\$258	\$266	\$274	\$282	\$25	200-250	50	
Class B (Tow): Evening/Weekend	\$250/hr	\$258	\$266	\$274	\$282	\$25	225-250	25	
Class C (Tow): Daytime	\$315/hr	\$324	\$334	\$344	\$354	\$30	250-315	65	
Class C (Tow): Evening/Weekend	\$315/hr	\$324	\$334	\$344	\$354	\$30	300-315	15	
Class D (Tow): Daytime	\$350/hr	\$361	\$372	\$383	\$394	\$34	300-350	50	
Class D (Tow): Evening/Weekend	\$374/hr	\$385	\$397	\$409	\$421	\$36	300-374	74	
Class A (Storage IN)	\$60/day	\$62	\$64	\$66	\$68	\$6	47-60	13	
Class A (Storage OUT)	\$50/day	\$52	\$54	\$56	\$58	\$6	44-50	6	
Class B (Storage IN)	\$75/day	\$77	\$79	\$81	\$83	\$6	50-75	25	
Class B (Storage OUT)	\$70/day	\$72	\$74	\$76	\$78	\$6	47-70	23	
Class C (Storage IN)	\$75/day	\$77	\$79	\$81	\$83	\$6	55-75	20	
Class C (Storage OUT)	\$70/day	\$72	\$74	\$76	\$78	\$6	50-70	20	
Class D (Storage IN)	\$90/day	\$93	\$96	\$99	\$102	\$9	50-90	40	
Class D (Storage OUT)	\$70/day	\$72	\$74	\$76	\$78	\$6	50-70	20	
ate Fee (flat)	\$100	\$103	\$106	\$109	\$112	\$9	70-100	30	



**REQUEST FOR PROPOSALS**  
**City of Moreno Valley Rotational Tow Service Program**

**Attachment: RFP for Rotational Tow Service Program (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE**

**THIS SECTION TO BE COMPLETED BY TOW OPERATOR/APPLICANT.**

1.	Company Name:		
2.	DBA:		State any DBA's used by company
3.	Organizational Structure:		State if incorporation or sole proprietorship, or other.
	Federal Tax Identification No.		
4.	Owner/Principal Years of Experience:		Minimum of 3-years verifiable years of for-hire towing experience.
5.	Address: Administrative Office(s)		
6.	Address: Vehicle Storage Facility (if separate from office)		Storage facilities must be located within the City and clearly marked.
7.	City of Moreno Valley Business License Number:		All businesses operating within the Moreno Valley city limits are required to obtain a City Business License.
8.	Certificate of Insurance		Must be attached. Requirements listed below.
9.	Storage Facility:		
	Number of outside storage spaces: Do you have the required space between vehicles? YES or NO		Storage space for a minimum of 150 vehicles. Each impounded or stored vehicle shall be a minimum of 2.5 feet from any other vehicle.
	Number of secured inside storage spaces:		Minimum of 5 indoor secured storage spaces.
	Type of security system:		Indoor and outdoor storage shall be monitored by an electronic monitoring or security system.
	Type and location of lighting:		Storage facilities shall be properly lighted.
	Type of fencing or wall security vehicles stored.		Shall be secured by a 6 foot high fence.
10.	Owner Retrieval – Provide Hours of Operation		Owners shall be able to retrieve a stored vehicle 24 hours a day 7 days a week, including holidays within 1 hour notification by Police Dept. or City that the vehicle can be released to owner or agent.
11.	<b>Contact Information</b>		
	Owner Name(s):		
	Authorized Representative:		If different than Owner listed above.
	Telephone Number:		
	Fax Number:		
	E-Mail Address:		
12.	Statement of Acceptance	Attached	
13.	Required Attachments	Attached	

STATEMENT OF ACCEPTANCE

\_\_\_\_\_ (Company Name), represented by \_\_\_\_\_ (Representative Name), accepts all conditions and requirements contained in this RFP, Chapter 12.14 of the Moreno Valley Municipal Code:

Signed by:

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Date:

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List any exceptions:

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Attachment: RFP for Rotational Tow Service Program (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE

## REQUIRED ATTACHMENTS

- Check payable to CITY OF MORENO VALLEY in the amount of \$2,998.00 (non-refundable)
- City of Moreno Valley Business License
- Motor Vehicle Permit
- Certificate of Insurance

A. Insurance Requirements. Where determined applicable by the CITY, TOW OPERATOR will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minut VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

- I. General Liability Insurance: To protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the TOW OPERATOR, sub-TOW OPERATOR, or any person acting for the TOW OPERATOR under its control or direction. Such insurance shall be maintained in full force and effect throughout the term of the Agreement and any extension thereof in the minimum amounts provided below:
- a. Bodily Injury \$1,000,000 per occurrence/ \$2,000,000 aggregate
  - b. Property Damage \$500,000 per occurrence/ \$500,000 aggregate

II. Minimum Limits of Insurance: Commercial Business Automobile Liability: \$500,000 per accident for bodily injury and property damage with a combined single limit for Class A tow trucks. The combined single limits for Class B, C, and D shall be not less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.

III. On-Hook Coverage: Insuring the vehicle in tow with limits based on the size of the tow truck.

- a. Class A Tow Truck: \$ 25,000
- b. Class B Tow Truck: \$ 50,000
- c. Class C Tow Truck: \$100,000
- d. Class D Tow Truck: \$100,000

I. Garage Liability: Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$50,000.

- a. Garage Keepers Liability: Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the TOW OPERATOR in the storage yard.
- b. Uninsured Motorist: Legal minimum combined single limit. In no case shall the required insurance coverage have a deductible greater than \$1,000.
- c. Deductibles and Self-Insured Retention: Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respect to the City, its officers, officials, employees and volunteers; or the OPERATOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Worker's Compensation Insurance: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the TOW OPERATOR and the CITY, Moreno Valley Housing Authority, and Community Services District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the TOW OPERATOR in the course of carrying out the Agreement. This coverage may be waived if the TOW OPERATOR is determined to be functioning as a sole proprietor and the CITY provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on CITY/Moreno Valley Housing Authority/Community services District premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to City Attorney prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the CITY, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the TOW OPERATOR shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

• **List of Personnel**

Requirements: Identify all personnel that will provide services under the City's RTS Program. Include all driver supervisory and office personnel – Names and Titles only. DO NOT INCLUDE social security, driver license number or addresses. Application information is considered "public" information and will not be edited.

NOTE: Operators will be required to provide driver DMV records and color scan of California Driver's License in .pdf format upon approval to participate in program.

• **List of Vehicles and Equipment**

Requirements: Equipment. Identify in detail each vehicle and related equipment towing business would utilize in the City's RTS program (Class A, B, C, and D tow trucks). Include the make, model, year and equipment of each vehicle.

NOTE: Operators will be required to provide 1) copy of current vehicle registration, 2) copy of current California Highway Patrol Forms CHP407F, SafetyNet Driver/Vehicle Inspection Report and CHP 234B, Tow Truck Inspection Guide for each Tow Truck participating in the RTS Program, 3) Auto insurance card for each vehicle upon approval to participate in program.

• **Site Plan**

Requirements:  
 Facilities. Provide the address of your towing business' administrative office(s) and vehicle storage facility(ies). A fully dimensioned Site Plan of the tow operator's administrative office/storage yard shall be submitted with the application package. Plans shall be drawn to an engineer scale not to exceed 1" = 50' less than 1" = 20', with a north arrow oriented to top of the Plan. The Plan shall be prepared as follows:

- I. Name, address and phone number of the applicant/tow operator,
- II. Property lines and lot dimensions,
- III. Dimensions of all access points to the site (pedestrian and vehicular), off-street parking areas, loading areas, and parking spaces for customers and employees,
- IV. Location of all building structures and the distances between buildings and the property lines,
- V. Location of all driveways and landscape planters or areas,
- VI. Location of all building security lights and parking lot lights (refer to Chapter 12.14 for security requirements),
- VII. Location and type of perimeter fencing, and
- VIII. Evidence that indicates the lot will accommodate the minimum number of cars required in Chapter 12.14 and comply with the required parking standards outlined in Chapter 9.11 of the Moreno Valley Municipal Code.

Attachment: RFP for Rotational Tow Service Program (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE

**CITY of Moreno Valley  
INDEPENDENT CONTRACTOR AGREEMENT  
Rotational Tow Services Program**

This Agreement is made by and between the CITY of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "CITY", and the following named independent contractor, hereinafter referred to as the "TOW OPERATOR," based upon CITY policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as an independent contractor; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the CITY signs this Agreement.

**TOW OPERATOR INFORMATION**

Tow Operator's Business/Company Name: \_\_\_\_\_  
 Authorized Representative: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: Moreno Valley State: California Zip: \_\_\_\_\_  
 Business Phone: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

W I T N E S S E T H

WHEREAS, the CITY seeks to engage the services of the TOW OPERATOR to participate in CITY Rotational Tow Services Program for towing services throughout the City of Moreno Valley for the removal of vehicles from the public right-of-way (i.e., "Off-site Vehicle Removal") and the removal of inoperable vehicles from private property (i.e., "Vehicle Abatement Services") at no cost or charge to the CITY, or its contract services with the Riverside County Sheriff's Department and the Riverside County Fire Department and its service provider, Cal Fire, and

WHEREAS, the CITY agrees to utilize, on a rotational basis, for Off-Site Vehicle Removal and Vehicle Abatement Services, only those TOW OPERATOR(s) located in the City of Moreno Valley, as defined herein and as set forth in Chapter 12.14, Police and City of Moreno Valley Rotational Tow Service of the Moreno Valley Municipal Code and attached hereto as Exhibit "A" and made a part hereof, who have signed an Agreement with the CITY, and

WHEREAS, the TOW OPERATOR who is a signatory to this Agreement, has completed and submitted the necessary information and other documents required by the CITY (hereinafter call "Request for Proposal or RFP") attached hereto as Exhibit "B" and made a part hereof, to provide Rotational Towing Services within its corporate boundaries, and

WHEREAS, the TOW OPERATOR represents that it has the necessary expertise, licenses, equipment, storage facilities, personnel, and insurance and has been issued a CITY Tow Operator's Permit and Tow Truck Permit(s) in accordance with Chapter 5.02, Business License and Chapter 12.14 of the Moreno Valley Municipal Code to meet all requirements of the CITY to provide towing services within the City of Moreno Valley, and

Attachment: Agreement RTS Program 2016 (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE

WHEREAS, the CITY has relied upon TOW OPERATOR's representations in entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**I. TOW OPERATOR SERVICES, FEES, AND RELEVANT DATES**

1. The TOW OPERATOR's Proposal. The TOW OPERATOR's proposal is described in Exhibit "C" attached hereto and incorporated herein by this reference. In the event of a conflict, this Agreement shall take precedence over any attached Exhibits.
2. Contract Period. The TOW OPERATOR Starting Date is January 1, 2016 and the TOW OPERATOR Ending Date is December 31, 2020. The TOW OPERATOR shall not be responsible for delays caused by others or delays beyond the TOW OPERATOR's reasonable control (excluding delays caused by non-performance or unjustified delay by TOW OPERATOR, or his/her/its employees).
3. General Responsibilities of TOW OPERATOR.
  - a) TOW OPERATOR shall provide towing services at the request and direction of the Riverside County Sheriff's Department (herein after referred to as "Moreno Valley Police Department") and CITY'S Code & Neighborhood Services Division for all tows necessary from public right-of-way and from private property. Calls for towing services shall be initiated by the MORENO VALLEY POLICE DEPARTMENT and/or by the CITY'S Code & Neighborhood Services Division under the CITY'S Vehicle Abatement Program.
  - b) The OPERATOR shall be responsible for reasonable cleanup of debris left at the scene of a collision or at the direction of the MORENO VALLEY POLICE DEPARTMENT.
  - c) There shall be no charge or fee to the CITY, or MORENO VALLEY POLICE DEPARTMENT or the CITY'S Code & Neighborhood Services Division for any towing services by the OPERATOR to include vehicles towed at the request of the CITY/MORENO VALLEY POLICE DEPARTMENT in which the vehicle is used in the commission of a crime or other matters in which the vehicle must be impounded for investigation and/or further analysis. All charges or fees shall be applied only to the legal owner or registered owner of the vehicle or to the property owner as appropriate. All reference to charges or fees in this Agreement thereto shall refer to charges against the vehicle owner and not to the CITY, MORENO VALLEY POLICE DEPARTMENT or CITY'S Code & Neighborhood Services Division.
  - d) The TOW OPERATOR shall maintain records of tow services furnished including a description of vehicles, nature of service and time and location of calls. Such records may be inspected at any time by the MORENO VALLEY POLICE DEPARTMENT and CITY. The OPERATOR shall mark the windshield of each vehicle towed as part of the CITY Rotational Tow Services Program to read: "MOVAL" and either "I" for "impounded" or "S" for "stored."

- e) The TOW OPERATOR and its tow truck drivers shall maintain, during the entire contract period, proper licenses, in accordance with California Vehicle Code Section 12804 and the CITY as set forth in Chapter 12.14 of the Moreno Valley Municipal Code.
- f) Towing vehicles will be maintained in compliance with the provisions of Sections 24605, 25253, 25300, 27700, and 27907 of California Vehicle Code and Section 9701 of the Revenue and Taxation Code and the CITY as set forth in Chapter 12.14 of the Moreno Valley Municipal Code.

4. Fees for Special Operations

- a) For special operations involving Class B, C, and D tow trucks, the TOW OPERATOR shall submit his/her proposed fees for vehicle recovery operations and load salvage operations to the CITY. Fees shall be reasonable and consistent with industry standards for similar operations. Charges in excess of the one hour minimum charge outlined in this section may be charged in fifteen-minute increments.
  - b) Hourly rates shall be established for the following:
    - Auxiliary Equipment, e.g., airbags, converter gear/dolly, additional trailers, etc.
    - Contracted Equipment, e.g., airbags, converter gear/dolly, additional trailers, forklifts, scoop loaders, etc.
    - Contract labor.
  - c) The CITY shall determine the reasonableness of the fees for these types of operations, based upon the average of the proposed fees submitted and a comparison to industry standards for similar operations.
  - d) Rates will be set by the approved 2015 Program Rates Summary provided in the RFP. Operators are to adhere to these rates in the first year of the Program – 2016 Program Year. A maximum of 3% increase will be offered to Operators for the upcoming year and each year thereafter to become effective on January 1<sup>st</sup> of each new year upon approval by the Community Development Director. A Rate Increase Request form will be sent to each Operator allowing them to increase their tow and storage rates up to 3% annually. Operators may apply to increase their rates each year, but no increase shall be more than 3% annually.
  - e) If the TOW OPERATOR performs a service for which a required rate was not submitted to, and/or approved by the CITY, the TOW OPERATOR shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted, the TOW OPERATOR may only charge for the actual rate paid for the labor.
5. Release of Stored or Impounded Vehicle. No vehicle shall be released to a vehicle's owner or authorized representative or agent without prior written approval from the CITY to release the vehicle from the OPERATOR's possession.



## II. STANDARD TERMS AND CONDITIONS

1. Control of Work. TOW OPERATOR is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The CITY will not provide any training to TOW OPERATOR or his/her/its employees.
2. Intent of Parties. TOW OPERATOR is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the TOW OPERATOR or any individual whose compensation for services is paid by the TOW OPERATOR, an agent or employee of the CITY, or authorizing the TOW OPERATOR to create or assume any obligation or liability for or on behalf of the CITY, or entitling the TOW OPERATOR to any right, benefit, or privilege applicable to any officer or employee of the CITY.
3. Responsibilities of the CITY. The MORENO VALLEY POLICE DEPARTMENT and CITY'S Code & Neighborhood Services Division will maintain rotational lists composed solely of the TOW OPERATORS who are signatories to the Agreement unless as otherwise provided for by MORENO VALLEY POLICE DEPARTMENT or CITY procedure. To the greatest extent feasible, the MORENO VALLEY POLICE DEPARTMENT and CITY'S Code & Neighborhood Services Division shall operate the rotational list pursuant to Municipal Code, Chapter 12.14, as amended.
4. Legal Considerations. The TOW OPERATOR shall comply with applicable federal, state, and local laws in the performance of this Agreement. The TOW OPERATOR and the CITY agree to use reasonable care and diligence to perform their respective services under this Agreement.
5. TOW OPERATOR Indemnification. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), TOW OPERATOR shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, 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 property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement. Acceptance of this Agreement signifies that the TOW OPERATOR is not covered under the CITY's general liability insurance, employee benefits or worker's compensation. It further establishes that the TOW OPERATOR shall be fully responsible for such coverage.
6. CITY Indemnification. The CITY agrees to indemnify, defend and save the TOW OPERATOR and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the CITY's, HA, and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the CITY under this Agreement, or are caused or claim to be caused by the negligent acts of the CITY, HA, and CSD, their officers, agents or employees, or its contractor(s) or any person acting for the CITY or under its control or direction;

provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the TOW OPERATOR, its officers, agent, or employees.

7. Insurance Requirements. Throughout the life of this Agreement, TOW OPERATOR shall pay for and maintain in full force and effect all insurance as required as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

If at any time during the life of the Agreement or any extension, TOW OPERATOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to TOW OPERATOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve TOW OPERATOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by TOW OPERATOR shall not be deemed to release or diminish the liability of TOW OPERATOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by TOW OPERATOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of TOW OPERATOR, its principals, officers, agents, employees, persons under the supervision of TOW OPERATOR, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of City, TOW OPERATOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Where determined applicable by the CITY, TOW OPERATOR will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California.

**Minimum Scope of Insurance:** Coverage shall be at least as broad as:

- a) The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
- b) The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
- c) Workers’ Compensation insurance as required by the California Labor Code and Employer’s Liability Insurance.
- d) Professional Liability (Errors and Omissions) insurance appropriate to TOW OPERATOR’S profession.

**Minimum Limits of Insurance:**

- a) General Liability Insurance. To protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the TOW OPERATOR, sub-TOW OPERATOR, or any person acting for the TOW OPERATOR or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:
  - \$1,000,000 per occurrence for bodily injury and property damage
  - \$1,000,000 per occurrence for personal and advertising injury
  - \$2,000,000 aggregate for products and completed operations
  - \$2,000,000 general aggregate
- b) Automobile Liability
  - \$1,000,000 per accident for bodily injury and property damage
- c) Employer’s Liability (Worker’s Compensation)
  - \$1,000,000 each accident for bodily injury
  - \$1,000,000 disease each employee
  - \$1,000,000 disease policy limit
- e) On-Hook Coverage: Insuring the vehicle in tow with limits based on the size of the tow truck.
  - Class A Tow Truck: \$ 25,000
  - Class B Tow Truck: \$ 50,000
  - Class C Tow Truck: \$100,000
  - Class D Tow Truck: \$100,000
- f) Garage Liability: Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$50,000.

- g) Garage Keepers Liability: Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the TOW OPERATOR in the storage yard.
- h) Uninsured Motorist: Legal minimum combined single limit. In no case shall the required insurance coverage have a deductible greater than \$1,000.
- i) Deductibles and Self-Insured Retention: Any deductible of self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respect to the City, its officers, officials, employees and volunteers; or the OPERATOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- j) Umbrella or Excess Insurance: In the event TOW OPERATOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).
- k) Deductibles and Self-Insured Retentions: TOW OPERATOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and TOW OPERATOR shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) TOW OPERATOR shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.
- l) The Workers' Compensation insurance policy: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the TOW OPERATOR and the CITY, HA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the TOW OPERATOR in the course of carrying out the Agreement. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: TOW OPERATOR and its insurer shall waive any right of subrogation against City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers

**Other Insurance Provisions:** The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

- a) City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- b) The coverage shall contain no special limitations on the scope of protection afforded to City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
- c) TOW OPERATOR'S insurance coverage shall be primary and no contribution shall be required of CITY.

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

**Acceptability of Insurers:** All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

**Verification of Coverage:** TOW OPERATOR shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.

- 8. **Intellectual Property.** Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by TOW OPERATOR in the course of performing or otherwise as a result of its work, shall become the sole property of the CITY unless explicitly stated otherwise in this Agreement. The TOW OPERATOR may retain copies of any and all material, including drawings, documents, and specifications, produced by the TOW OPERATOR in performance of this Agreement. The CITY and the TOW OPERATOR agree that to the extent permitted by law, until final approval by the CITY, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- 9. **Entire Agreement.**
  - a) 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 (Exhibit "C").

- b) This Agreement represents the entire and integrated Agreement between the CITY and the TOW OPERATOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.
  - c) Assignment of this Agreement is prohibited without prior written consent.
  - d) This Agreement is binding upon the CITY and the TOW OPERATOR and their successors and assigns. Except as otherwise provided herein, neither the CITY nor the TOW OPERATOR shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.
10. Suspension, Revocation and Termination. The CITY may suspend or revoke a TOW OPERATOR's permit as set forth in Chapter 12.14 of the Moreno Valley Municipal Code as amended. In the event the CITY revokes the TOW OPERATOR's permit, this agreement with the TOW OPERATOR shall be terminated by giving at least ten (10) days written notice to the TOW OPERATOR. The written notice shall specify the date of termination. In the event the CITY terminates this Agreement for cause, the TOW OPERATOR shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
11. Recovery of City Administrative Fees and Costs. In accordance with California Vehicle Code Section 12110(b) and in consideration of the CITY's granting of the right to tow, impound and store vehicles at the direction of the CITY pursuant to this Agreement, each TOW OPERATOR shall pay the CITY for its actual and reasonable costs incurred in administering the Agreement and operating a RTS Program. The administrative costs of operating a RTS Program to be recovered include, but are not limited to, the following: developing a RFP and Agreement, issuance of permits, annual meeting, site inspections, DUI checkpoint coordination, correspondence with TOW OPERATOR, review of monthly reports, and enforcement of terms and conditions of the RFP, TOW OPERATOR's Proposal, and Chapter 12.14 of the Moreno Valley Municipal Code.

Prior to the beginning of service, the TOW OPERATOR shall deposit with the CITY \$5,000 to cover the City of Moreno Valley's reasonably anticipated administrative costs (i.e., salary plus direct and indirect costs) of MORENO VALLEY POLICE DEPARTMENT and CITY personnel involved in operating the RTS Program. At such time the balance of the deposit is less than \$500, the CITY shall notify the TOW OPERATOR in writing to replenish said deposit. If the TOW OPERATOR fails to replenish the deposit within thirty (30) calendar days from the date of the written notice, the CITY shall suspend the TOW OPERATOR from the RTS Program until the funds are received by the CITY. If the TOW OPERATOR fails to replenish the deposit amount within sixty (60) days, this agreement with the TOW OPERATOR shall be terminated and the TOW OPERATOR shall be removed from the RTS Program for the remainder of the contract period. Any outstanding CITY administrative fees are immediately due and payable.

12. Restrictions on CITY Employees.
- a) In performing the work or services to be provided hereunder, TOW OPERATOR shall not employ or retain the services of any person while such

person either is employed by CITY or is a member of any City council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

- b) TOW OPERATOR represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.
- c) No officer or employee of the CITY shall have any financial interest in this Agreement in violation of federal, state, or local law.

13. Employment. To the extent required by controlling federal, state and local law, TOW OPERATOR shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, TOW OPERATOR agrees as follows:

- a) TOW OPERATOR will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- b) TOW OPERATOR will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. TOW OPERATOR shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. TOW OPERATOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- c) TOW OPERATOR will, in all solicitations or advertisements for employees placed by or on behalf of TOW OPERATOR in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual

orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

14. Assigned Representatives. A CITY representative shall be designated by the CITY and a TOW OPERATOR representative shall be designated by the TOW OPERATOR. The CITY representative and the TOW OPERATOR representative shall be the primary contact person for each party regarding performance of this Agreement. The CITY representative shall cooperate with the TOW OPERATOR, and the TOW OPERATOR's representative shall cooperate with the CITY in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion
15. 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.

**SIGNATURE PAGE TO FOLLOW**



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

City of Moreno Valley

TOW OPERATOR

BY: \_\_\_\_\_  
City Manager

BY: \_\_\_\_\_  
Tow Operator Business Name

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

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

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

Attachments:  
Exhibit A: Request for Proposal (RFP)  
Exhibit B: Tow Operator Proposal

<b><u>INTERNAL USE ONLY</u></b>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head <i>Allen Brock, Community Development Director</i>
_____ Date

Attachment: Agreement RTS Program 2016 (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE



**Exclusive Recovery Inc (dba Exclusive Towing)  
PROPOSAL FOR SUBMITTAL  
CITY OF MORENO VALLEY  
Rotational Tow Service Program  
1/1/2016-12/31/2020**

Submitted to:  
Code and Neighborhood Services Division  
Community Development Department  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552

Due Date: October 23rd, 2015 by 15:30



## REQUEST FOR PROPOSALS

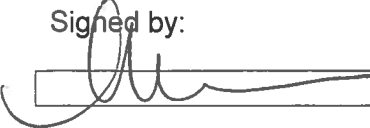
### City of Moreno Valley Rotational Tow Service Program

#### THIS SECTION TO BE COMPLETED BY TOW OPERATOR/APPLICANT.

1.	Company Name:	Exclusive Recovery Inc.	
2.	DBA:	Exclusive Towing	State any DBA's used by company
3.	Organizational Structure:	Corporation	State if incorporation or sole proprietorship, or other.
	Federal Tax Identification No.	33-0878257	
4.	Owner/Principal Years of Experience:	Gerald Kohutek, 25 + years	Minimum of 3-years verifiable years of for-hire towing experience.
5.	Address: Administrative Office(s)	14451 Commerce Center Dr, Moreno Valley, CA 92553	
6.	Address: Vehicle Storage Facility (if separate from office)	14451 Commerce Center Dr, Moreno Valley, CA 92553	Storage facilities must be located within the City and clearly marked.
7.	City of Moreno Valley Business License Number:	21177 – established 2009, current – expires 12/31/2015	All businesses operating within the Moreno Valley city limits are required to obtain a City Business License.
8.	Certificate of Insurance	State National Insurance Co – Approved State Fund – Workers Compensation	Must be attached. Requirements listed below.
9.	Storage Facility:		
	Number of outside storage spaces:	42	Storage space for a minimum of 150 vehicles. Each impounded or stored vehicle shall be a minimum of 2.5 feet from any other vehicle.
	Do you have the required space between vehicles? YES or NO	YES	
	Number of secured inside storage spaces:	109 (Attachment 13)	Minimum of 5 indoor secured storages spaces.
	Type of security system:	Loxex Edge Pentaplex H.264 Touch Screen DVR system with 500GB Storage and 8 high resolution weatherproof IR Cut Filter cameras; remote monitoring capable	Indoor and outdoor storage shall be monitored by an electronic monitoring or security system.
	Type and location of lighting:	Security lights and parking lights as indicated in plans (Attachment 12)	Storage facilities shall be properly lighted.
	Type of fencing or wall security vehicles stored.	8' Concrete tilt-up screen wall. Location and type of perimeter fencing as indicated in plans (Attachment 12)	Shall be secured by a 6 foot high fence.
10.	Owner Retrieval – Provide Hours of Operation	Office hours – Monday thru Friday 0800 – 1700. After hours retrieval available by appointment. Owners shall be able to retrieve a stored vehicle 24 hours a day, 7 days a week.	Owners shall be able to retrieve a stored vehicle 24 hours a day, 7 days a week, including holidays within 1 hour notification by Police Dept. or City that the vehicle can be released to owner or agent.
11.	<b>Contact Information</b>		
	Owner Name(s):	Exclusive Recovery Inc. – Gerald Kohutek	
	Authorized Representative:	Desiree Peterson	If different than Owner listed above.
	Telephone Number:	951-653-2007 Or 951-682-2003	
	Fax Number:	951-682-2043	
	E-Mail Address:	jerrykohutek@yahoo.com and dpeterson@exclusivetowing.com	
12.	Statement of Acceptance	Attached	
13.	Required Attachments	Attachments 1 thru 20	

Exclusive Recovery Inc (dba Exclusive Towing) accepts all stated conditions as indicated in RFP for City of Moreno Valley Rotational Tow Service Program 1/1/2016-12/31/2020 and the Moreno Valley Municipal Code requirements as stated in Chapter 12.14.

Signed by:



Date:

10/20/15

List any exceptions:

None

## REQUIRED ATTACHMENTS

- Check payable to CITY OF MORENO VALLEY in the amount of \$2,998.00 (non-refundable)
- City of Moreno Valley Business License
- Motor Vehicle Permit
- Certificate of Insurance

A. Insurance Requirements. Where determined applicable by the CITY, TOW OPERATOR will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

- I. General Liability Insurance: To protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the TOW OPERATOR, sub-TOW OPERATOR, or any person acting for the TOW OPERATOR or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:
  - a. Bodily Injury \$1,000,000 per occurrence/ \$2,000,000 aggregate
  - b. Property Damage \$500,000 per occurrence/ \$500,000 aggregate

II. Minimum Limits of Insurance: Commercial Business Automobile Liability: \$500,000 per accident for bodily injury and property damage with a combined single limit for Class A tow trucks. The combined single limits for Class B, C, and D shall be not less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.

III. On-Hook Coverage: Insuring the vehicle in tow with limits based on the size of the tow truck.

- a. Class A Tow Truck: \$ 25,000
- b. Class B Tow Truck: \$ 50,000
- c. Class C Tow Truck: \$100,000
- d. Class D Tow Truck: \$100,000

I. Garage Liability: Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$50,000.

- a. Garage Keepers Liability: Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the TOW OPERATOR in the storage yard.
- b. Uninsured Motorist: Legal minimum combined single limit. In no case shall the required insurance coverage have a deductible greater than \$1,000.
- c. Deductibles and Self-Insured Retention: Any deductible of self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respect to the City, its officers, officials, employees and volunteers; or the OPERATOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Worker's Compensation Insurance: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the TOW OPERATOR and the CITY, Moreno Valley Housing Authority, and Community Services District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the TOW OPERATOR in the course of carrying out the Agreement. This coverage may be waived if the TOW OPERATOR is determined to be functioning as a sole proprietor and the CITY provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on CITY/Moreno Valley Housing Authority/Community services District premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to City Attorney prior to the execution of this Agreement. The

When the insurance is cancelled, the TOW OPERATOR shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

• **List of Personnel**

Requirements: Identify all personnel that will provide services under the City's RTS Program. Include all drivers supervisory and office personnel – Names and Titles only. DO NOT INCLUDE social security, driver license numbers or addresses. Application information is considered "public" information and will not be edited.

NOTE: Operators will be required to provide driver DMV records and color scan of California Driver's License in .pdf format upon approval to participate in program.

• **List of Vehicles and Equipment**

Requirements:

Equipment. Identify in detail each vehicle and related equipment towing business would utilize in the City's RTS program (Class A, B, C, and D tow trucks). Include the make, model, year and equipment of each vehicle.

NOTE: Operators will be required to provide 1) copy of current vehicle registration, 2) copy of current California Highway Patrol Forms CHP407F, Safetynet Driver/Vehicle Inspection Report and CHP 234B, Tow Truck Inspection Guide for each Tow Truck participating in the RTS Program, 3) Auto insurance cab card for each vehicle upon approval to participate in program.

• **Site Plan**

Requirements:

Facilities. Provide the address of your towing business' administrative office(s) and vehicle storage facility(ies). A fully dimensioned Site Plan of the tow operator's administrative office/storage yard shall be submitted with the application package. Plans shall be drawn to an engineer scale not to exceed 1" = 50' or less than 1" = 20', with a north arrow oriented to top of the Plan. The Plan shall be prepared as follows:

- I. Name, address and phone number of the applicant/tow operator,
- II. Property lines and lot dimensions,
- III. Dimensions of all access points to the site (pedestrian and vehicular), off-street parking areas, loading areas, and parking spaces for customers and employees,
- IV. Location of all building structures and the distances between buildings and the property lines,
- V. Location of all driveways and landscape planters or areas,
- VI. Location of all building security lights and parking lot lights (refer to Chapter 12.14 for security requirements),
- VII. Location and type of perimeter fencing, and
- VIII. Evidence that indicates the lot will accommodate the minimum number of cars required in Chapter 12.14 and comply with the required parking standards outlined in Chapter 9.11 of the Moreno Valley Municipal Code.

### Section 1 – RFP Responses

- 1: Exclusive Recovery Inc.
- 2: Exclusive Towing
- 3.1: S-Corporation  
Incorporated 10/15/1999  
Incorporated in California
- 3.2: 33-0878257  
(Attachments 1, 2, 3, 4, 5)
- 4: Jerry Kohutek. Back in 1991, then known as Exclusive Towing, Mr Kohutek through perseverance and hard work forged Exclusive Recovery Inc. in to the industry's select choice in Towing, Transportation, and Recovery. Today, Exclusive Recovery Inc. maintains a highly trained team of professionals utilizing state of the art equipment specifically designed to satisfy all of our client's needs, from the mundane to the extreme!  
Exclusive Recovery Inc. provides full service Towing, Transportation, and Recovery services with 24 hours per day, 7 days per week live dispatch. Conveniently locations in Moreno Valley, Riverside, and Colton with nearby access to the 60, 215, 91, 10, and 215 freeways, Exclusive Recovery Inc. is the most efficient and sensible solution to our communities many transportation and recovery needs. With a multitude of different trucks and a variety of related equipment, machinery, and personnel, Exclusive Recovery Inc. has the tools and the skilled personnel needed to accommodate the wide range of services our customers require. A strong professional code and ethics policy certifies our commitment to provide fast, reliable, and professional service to all of the Moreno Valley, Riverside, San Bernardino, and Inland Empire areas.
- 5: 14451 Commerce Center Dr, Moreno Valley, CA 92553
- 6: 14451 Commerce Center Dr, Moreno Valley, CA 92553
- 7: Business License 21177 – Established 2009  
Expiration 12/31/2015
- 8: State Fund – Workers Compensation  
State National Insurance Company – Other Coverages  
(Attachments 8, 16)
- 9.1: 42
- 9.2: YES
- 9.3: 109  
(Attachment 13)

- 9.4: Lorex Edge Pentaplex H.264 Touch Screen DVR system with 500Gb Storage and 8 High Definition weatherproof IR Cut Filter cameras; remote monitoring capable.
- 9.5: Security lights and parking lights as indicated on plans (Attachment 12)
- 9.6: 8' Concrete tilt-up screen wall. Location and type of perimeter fencing as indicated on plans (Attachment 12)
- 10: Office Hours – Monday thru Friday 08:00 – 17:00  
After hours retrieval available by appointment.  
Owners shall be able to retrieve stored vehicles 24 hours a day, 7 days a week.
- 11.1: Exclusive Recovery Inc.  
Gerald Kohutek
- 11.2: Primary: Gerald Kohutek  
14551 Commerce Center Dr, Moreno Valley, CA 92553  
951-653-2007 office, 951-941-1134 mobile, 951-682-2043 fax  
jerrykohutek@yahoo.com  
Secondary: Desiree Peterson  
3777 Placentia Ln,  
Riverside, CA 92501  
951-682-2003 office, 949-289-4638 mobile, 951-682-2003 fax  
dpeterson@exclusivetowing.com
- 11.3: 951-653-2007 or 951-682-2003
- 11.4: 951-682-2043
- 11.5: jerrykohutek@yahoo.com and dpeterson@exclusivetowing.com
- 12: Attached
- 13: Attachments 1 thru 20



**Section 2 – Certificate of Insurance**

A: Sea Crest Insurance Agency, Inc  
25255 Cabot Road  
Suite 206  
Laguna Hills, CA 92653  
949-951-5900  
General Liability Policy: State National Insurance Company XNDP-01554-00  
Automobile Liability Policy: State National Insurance Company XNDA-01554-00  
On Hook Policy: State National Insurance Company XNDA-01554-00  
Garage Keepers Policy: State National Insurance Company XNDA-01554-00  
Physical Damage Policy: State National Insurance Company XNDA-01554-00  
(Attachments 8, 16)

### Section 3 – List of Personnel

- 1: Gerald Kohutek – Class A Tow Operator/Owner/President  
Desiree R Peterson – Officer/Manager/Class C Tow Operator  
Gerald Kohutek Jr – Class C Tow Operator  
Brian Mason – Class A Tow Operator  
Bernie Gossert – Class C Tow Operator/Light Duty Supervisor  
Lee Adams – Class C Tow Operator/Office Personnel  
Mark Bean – Class C Tow Operator  
Michael Wood – Class C Operator  
Christina Smith – Dispatch  
Kim Perez – Office Personnel/Dispatch  
Bart Silverstein – Office Personnel/System Administrator  
Dennis O’Leary – Customer Service

#### Training and Safety Requirements:

1. New Employee Accident Report Policies & Procedures Training – Total HR Solutions
2. Light, Medium, and Heavy Duty Training & Certification – CTTA (Attachment 18)
3. Wreckmaster Training & Certification
4. Equipment & Vehicle Safety Rules & Regulations Training
5. Standardized 10 day Ride-A-Long Hands-On Training for all New Drivers
6. Customer Service & Satisfaction Training

### Section 4 – List of Vehicles and Equipment

1: Equipment List (Attachment 14)

Year:	Make:	Model:	Equipment:	Class:
2016	Kenworth	T800	Tractor	C
2013	Ford	F750	Wrecker	C
2011	Kenworth	W900L	Wrecker	D
2010	Kenworth	T370	3 Car Carrier	B
2009	Ford	F350	Service Truck	A
2009	Kenworth	T370	2 Car Carrier	A
2009	Landall	460	53' Flatbed Trailer	C
2008	Ford	F550	Self Loader	A
2008	Ford	F650	2 Car Carrier	A
2007	GMC	C5500	2 Car Carrier	B
2006	Ford	F550	2 Car Carrier	A
2001	Landall	460	48' Flatbed Trailer	C
1999	Kenworth	W900L	Tractor	C
1999	Ford	F550	Eagle Claw	A

#### Specialized Equipment List

9,000 lb 42' Reach Forklift (4 Wheel Drive) with Grapple Bucket  
 6,000 lb 36' Reach Forklift (4 Wheel Drive)  
 Bobcat with Sweeper, Grapple and Bucket attachments  
 Caterpillar 8,000 lb Forklift – Small Cars  
 Caterpillar 6,000 lb Forklift – Warehouse Forklift  
 International Roll-Off Truck  
 Toyota 8,000 lb Forklift – Medium Size Vehicles

**Section 5 – Site Plan**

A: (Attachment 12)

**Section 6 – Municipal Code Section 12.14 Statements**

12.14.030(A) Moreno Valley Business License 21177, established 2009, current expiration 12/31/2015 (Attachment 7)  
 Motor Carrier Permit CA298003  
 Non-Expiring (Attachment 6)  
 IFTA (International Fuel Tax Agreement) License IFTA CA 33087825700  
 Expiration 12/31/2015 (Attachment 9)  
 BIT Inspection CHP CA 298003, FCN 243265, BATES 1007/000213  
 Expiration 6/12/2017 (Attachment 10)  
 DMV Pull Notice Program  
 Non-Expiring (Attachment 11)  
 Advanced Workplace Strategies, Inc – Drug and Alcohol Compliance Program  
 Expires 3/25/2018 (Attachment 15)

12.14.040(E) City of Moreno Valley Rotational Tow Service Program Contract awarded in 2009 for the period of 1/1/2010 thru 12/31/2015  
 Moreno Valley Police Contract starting in 8/2009  
 San Bernardino CHP Towing Service Contract starting in 1999  
 Riverside CHP Towing Contract starting in 1994  
 Riverside Police Department Towing Contract starting in 1993  
 Jurupa Sheriff Station Department starting in 1999  
 Riverside City Fleet (RCF) Towing Contract starting in 2002  
 City of Riverside – Inoperable Vehicle Abatement Contract starting in 2003  
 County of Riverside – County Housing Authority starting in 2001  
 City of Riverside – Additional Contracts for Weed Abatement, General Contractor, Mobile Home/Motor Home Abatement  
 Moreno Valley Police Contract  
 San Bernardino CHP Towing Service Contract  
 Riverside CHP Towing Contract  
 Riverside Police Department Towing Contract  
 Jurupa Sheriff Towing Contract  
 Riverside City Fleet (RCF) Towing Contract  
 City of Riverside – Inoperable Vehicle Abatement Contract (Attachment 17)  
*Previous contracts:*  
 County of Riverside – County Fleet Vehicles 2001 through 2008  
 Arrowhead CHP Towing Service Contract 2004 through 2009  
 Riverside Police Fleet Contract (RPF) 2003 through 2008  
 Colton Police Department – Towing Contract 1999 through 2001

12.14.060(A6) Equipment List (Attachment 14)

Year:	Make:	Model:	Equipment:	Class:
2016	Kenworth	T800	Tractor	C

2013	Ford	F750	Wrecker	C
2011	Kenworth	W900L	Wrecker	D
2010	Kenworth	T370	3 Car Carrier	B
2009	Ford	F350	Service Truck	A
2009	Kenworth	T370	2 Car Carrier	A
2009	Landall	460	53' Flatbed Trailer	C
2008	Ford	F550	Self Loader	A
2008	Ford	F650	2 Car Carrier	A
2007	GMC	C5500	2 Car Carrier	B
2006	Ford	F550	2 Car Carrier	A
2001	Landall	460	48' Flatbed Trailer	C
1999	Kenworth	W900L	Tractor	C
1999	Ford	F550	Eagle Claw	A

Specialized Equipment List

9,000 lb 42' Reach Forklift (4 Wheel Drive) with Grapple Bucket

6,000 lb 36' Reach Forklift (4 Wheel Drive)

Bobcat with Sweeper, Grapple and Bucket attachments

Caterpillar 8,000 lb Forklift – Small Cars

Caterpillar 6,000 lb Forklift – Warehouse Forklift

International Roll-Off Truck

Toyota 8,000 lb Forklift – Medium Size Vehicles

- 12.14.060(A7) Dark Grey with Light Gray/Silver Design and Teal/White Exclusive Logo  
(Attachment 20)
- 12.14.060(A8) Suspension Issue: Moreno Valley Police Department, 4/2014  
Delay in receipt of Insurance Certificate mailed by the carrier.  
Suspension Issue: Riverside Police Department Traffic Bureau, 6/23/2010  
Franchise Fee Submission: Riverside Police Department Traffic Bureau  
Suspension Issue: Riverside Police Department Traffic Bureau, 5/18/2009  
Extended ETA Issue: Riverside Police Department Traffic Bureau
- 12.14.060(A9) Proof of Insurance  
(Attachments 8, 16)
- 12.14.060(A10) An S-Corporation, incorporated in 1999 in the state of California  
(Attachments 1, 2, 3, 4, 5)
- 12.14.060(A11) Exclusive Recovery Inc, currently meets, and will continue to meet, the requirements set forth in the Moreno Valley Municipal Code section 12.14.060(A11).
- 12.14.100(A1) Exclusive Towing  
14451 Commerce Center Dr, Moreno Valley, CA 92553

951-653-2007 office

951-653-1111 fax

- 12.14.100(A5) Office Hours: Monday thru Friday 08:00 – 17:00  
After hours retrieval available by appointment.  
Owners shall be able to retrieve stored vehicles 24 hours a day, 7 days a week.
- 12.14.140 City of Moreno Valley  
Rotational Tow Service Program – Approved Rate Table  
Effective Date: January 1, 2016  
shown in (Attachment 19)

Attachment 1

2119110

ARTICLES OF INCORPORATION

FILED *JE*  
In the office of the Secretary of State  
of the State of California

OCT 15 1999

The name of this corporation is EXCLUSIVE RECOVERY, INC

*Bill Jones*  
BILL JONES, Secretary of State

The purpose of this corporation is to engage in any lawful act of activity for which a corporation may be organized under the GENERAL CORPORATION LAW of California other than the banking business, the trust company business or the practice of a professional permitted to be incorporated by the California Corporations Code.

The name and address in the State of California of this corporation's initial agent for service of process is:

*Ronald Fretts, NCCAA*  
2061 W Placentia  
Colton, Ca 92324

This corporation is authorized to issued only one class of shares of stock, and the total number of shares which this corporation is authorized to issue is 1,000,000

*Gerald Kohutek*  
Gerald Kohutek



Attachment 1 (continued)

STATEMENT OF UNANIMOUS WRITTEN CONSENT  
TO ACTION TAKEN IN LIEU OF THE ANNUAL MEETING  
OF THE SHAREHOLDERS  
OF

Exclusive Recovery, Inc

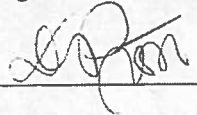
The undersigned, being all the shareholders of Exclusive Recovery, Inc, a California corporation (the "Corporation"), in lieu of the annual meeting of the shareholders, do hereby take the following actions in the name of and on behalf of the Corporation:

RESOLVED, that the following persons be, and they hereby are, appointed as directors of the Corporation, to hold office (unless sooner removed in the manner provide by law) until the next annual meeting of the shareholders and until their successors are duly appointed and qualified:

Desiree R. Peterson

RESOLVED, that all the acts, actions and things done for, in the name of, and on behalf of the Corporation by its officers and directors since the last annual meeting of the corporation be, and they hereby are, in all respects, approved, ratified and confirmed.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of 03/07/2005.

  
\_\_\_\_\_

**Attachment 1 (continued)**

**CERTIFICATE**

I, Desiree R. Peterson, do hereby certify that I am the duly elected and qualified Secretary and keeper of the records and corporate seal of Exclusive Recovery, Inc, and that the following is a true and correct copy of resolutions duly adopted meeting of the Board of Directors of said organization pursuant to the requirements of the Charter of Articles and Bylaws of said corporation on 03/07/2005, and that such resolutions are now in full force:

IN WITNESS WHEREOF, I have hereunto subscribed my name as President and Secretary and have caused the corporate seal of said corporation to be affixed hereto this 03/07/2005.

  
\_\_\_\_\_  
**Desiree R. Peterson**

Attachment 1 (continued)

STATEMENT OF UNANIMOUS WRITTEN CONSENT  
TO ACTION TAKEN IN LIEU OF THE ANNUAL MEETING  
OF THE DIRECTORS  
OF

EXCLUSIVE RECOVERY INC

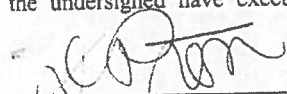
The undersigned, being all the directors of Exclusive Recovery, Inc, a California corporation (the "Corporation"), in lieu of the annual meeting of the directors, do hereby take the following actions in the name of and on behalf of the Corporation:

RESOLVED, that the following persons be, and they hereby are, appointed as directors of the Corporation, to hold office (unless sooner removed in the manner provide by law) until the next annual meeting of the directors and until their successors are duly appointed and qualified:

Desiree R. Peterson

RESOLVED, that all the acts, actions and things done for, in the name of, and on behalf of the Corporation by its officers and directors since the last annual meeting of the corporation be, and they hereby are, in all respects, approved, ratified and confirmed.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of 03/07/2005.

  
\_\_\_\_\_  
Desiree R. Peterson

## Attachment 2

Business Search - Business Entities - Business Programs

Page 1 of 1



Secretary of State Main Website

Business Programs

Notary &amp; Authentications

Elections

Campaign &amp; Lobbying

## Business Entities (BE)

## Online Services

- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search

## Main Page

## Service Options

## Name Availability

## Forms, Samples &amp; Fees

Statements of Information  
(annual/biennial reports)

## Filing Tips

Information Requests  
(certificates, copies & status reports)

## Service of Process

## FAQs

## Contact Information

## Resources

- Business Resources
- Tax Information
- Starting A Business

## Customer Alerts

- Business Identity Theft
- Misleading Business Solicitations

## Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, October 16, 2015. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	EXCLUSIVE RECOVERY, INC
Entity Number:	C2179775
Date Filed:	10/15/1999
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	3777 PLACENTIA LN
Entity City, State, Zip:	RIVERSIDE CA 92501
Agent for Service of Process:	MONICA E HODGSON
Agent Address:	3900 MARKET, SUITE 250
Agent City, State, Zip:	RIVERSIDE CA 92501

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

[Privacy Statement](#) | [Free Document Readers](#)

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10/18/2015

### Attachment 3

**BYLAWS  
OF  
Exclusive Recovery, Inc**

ARTICLE I

OFFICES

Section 1. Offices.

The registered office shall be in the City of Riverside, County of Riverside, State of California (hereinafter, the "State"). The corporation may also have offices at such other places both within and without the State, as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. General.

All meetings of the stockholders shall be held at such place within or without the State as may be designated from time to time by the Board of Directors.

Section 2. Annual Meetings.

The annual meeting of the stockholders, commencing with the year 2005 shall be held on March 10, 2005, if not a legal holiday, and if a legal holiday, then on the next business day following, at 10:00am, or at such other date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which they shall elect by a plurality vote the Board of Directors, and transact such other business as may properly be brought before the meeting. Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least twenty (20) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least twenty (20) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 3. Special Meetings.

Special meetings of the stockholders, for any purpose or purposes, unless otherwise

**Attachment 3 (continued)**

prescribed by statute or by the By Laws (hereinafter, the "Certificate"), may be called by the President and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than ten (10) or more than sixty (60) days before the date of the meeting, to each stockholder entitled to vote at such meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

**Section 4. Quorum.**

The holders of a majority of the stock issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business, except as otherwise provided by statute or by the Certificate. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote, present in person or represented by proxy, shall have power to adjourn the meeting to a future date at which a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. Notice need not be given of the adjourned meeting if the time and place are announced at the meeting in which the adjournment occurs. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

**Section 5. Voting.**

When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Certificate, a different vote is required in which case such express provision shall govern and control the decision of such question. Unless otherwise provided in the Certificate or by statute, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period. Every proxy shall be revocable by the stockholder executing it, except where an irrevocable proxy is permitted by statute.

**Section 6. Written Consent.**

Unless otherwise provided in the Certificate, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a

### Attachment 3 (continued)

meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and to the Secretary of the corporation. Any such consent shall be filed with the minutes of the corporation.

#### ARTICLE III

##### BOARD OF DIRECTORS

###### Section 1. Management and Number.

The property, business and affairs of the corporation shall be controlled and managed by a Board of Directors. The number of directors to constitute the first Board of Directors is ONE and such number may be increased or decreased by future action of the Board of Directors. The business of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Certificate or by these bylaws directed or required to be exercised or done by the stockholders.

###### Section 2. Vacancies.

Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole Board of Directors (as constituted immediately prior to any such increase), then the appropriate court of the State may, upon application of any stockholder or stockholders having at least ten (10%) percent of the total number of shares then outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships or to replace directors chosen by the directors then in office.

###### Section 3. Locations.

The Board of Directors of the corporation may hold meetings, both regular and special, either within or without the State.

###### Section 4. First Meeting.

The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to

### Attachment 3 (continued)

constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected Board of Directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

#### Section 5. Regular Meetings.

Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors.

#### Section 6. Special Meetings.

Special meetings of the Board of Directors may be called by the President on two days' notice to each director, either personally or by mail or by telegram, setting forth the time, place and purpose of the meeting. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two directors.

#### Section 7. Quorum.

At all meetings of the Board of Directors, a majority of directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may otherwise be specifically provided by statute or by the Certificate. If a quorum shall not be present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

#### Section 8. Action by Consent.

Unless otherwise restricted by the Certificate, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

#### Section 9. Meetings by Telephone.

Unless otherwise restricted by the Certificate, members of the Board of Directors or of any committee thereof, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting by use of such equipment shall constitute presence in person at such meeting.

#### Section 10. Committees, Membership, Powers.

The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or



## Attachment 3 (continued)

disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate; adopting an agreement of merger or consolidation; recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets; recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution; amending the bylaws of the corporation; or increasing or decreasing the membership of the Board of Directors; and, unless the resolution or the Certificate expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors.

Section 11. Committees, Minutes.

Each committee shall appoint a secretary of each meeting and keep regular minutes of its meetings and report the same to the Board of Directors.

Section 12. Compensation of Directors.

Unless otherwise restricted by the Certificate, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors and a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE IVNOTICESSection 1. Notices.

Whenever, under the provisions of the statutes or of the Certificate or of these bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder at their address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

### Attachment 3 (continued)

#### Section 2. Waivers.

Whenever any notice is required to be given under the provisions of the statutes or of the Certificate or of these bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

### ARTICLE V

#### OFFICERS

#### Section 1. Designations.

The officers of the corporation shall be chosen by the Board of Directors and shall be a Chairman of the Board of Directors (if one shall be elected by the Board of Directors), a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose additional Vice Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, unless applicable law, the Certificate or these bylaws otherwise provide.

#### Section 2. Term Removal.

The Board of Directors at its first meeting and after each annual meeting of stockholders shall choose a Chairman of the Board of Directors (if they so desire), a President, one or more Vice Presidents, a Secretary and a Treasurer. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

#### Section 3. Salaries.

The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors. Any payments made to an officer of the corporation as compensation, salary, commission, bonus, interest, or rent, or in reimbursement of entertainment or travel expense incurred by said officer, shall be, to the greatest extent practical, a deductible expense of the corporation for Federal income tax purposes.

#### Section 4. The Chairman of the Board of Directors.

The Chairman of the Board of Directors (if one shall be elected by the Board of Directors) shall preside at all meetings of the shareholders and at all meetings of the Board of Directors. The Chairman shall perform all the duties incident to the office of Chairman of the Board of Directors and such other duties as the Board of Directors may from time to time determine or as may be prescribed by these bylaws. In the absence of the President, the Chairman shall be the chief executive and administrative officer and acting President of the corporation.

## Attachment 3 (continued)

Section 5. The President.

The President shall be the chief executive and administrative officer of the corporation, shall have general supervision of the business and finances of the corporation, shall see that all orders and resolutions of the Board of Directors are carried into effect and shall, in the absence of the Chairman of the Board of Directors, preside at all meetings of the shareholders and directors. The President may execute all bonds, deeds, mortgages, conveyances, contracts and other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws to some other officer or agent of the corporation, or shall be required by law otherwise to be signed or executed. The President shall have the power to appoint, determine the duties and fix the compensation of such agents and employees as in his judgment may be necessary or proper for the transaction of the business of the corporation. In general, the President shall perform all duties incident to the office of President and such other duties as may from time to time be assigned to him by the Board of Directors. The Board of Directors may confer like power on any other person or persons, except those that by statute are conferred exclusively on the President.

Section 6. The Vice Presidents.

The Vice Presidents shall perform such duties as shall be assigned to them and shall exercise such powers as may be granted to them by the Board of Directors or by the President of the corporation. In the absence of the President and the Chairman of the Board of Directors, the Vice Presidents, in order of their seniority, may perform the duties and exercise the powers of the President with the same force and effect as if performed by the President and shall generally assist the President and shall perform the duties and have the powers prescribed by the Board of Directors from time to time.

Section 7. The Secretary.

The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he or she shall be. The Secretary shall have custody of the corporate seal of the corporation and he or she, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 8. Assistant Secretary.

The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of his or

## Attachment 3 (continued)

her inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time to prescribe.

Section 9. The Treasurer.

The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his or her transactions as Treasurer and of the financial condition of the corporation.

Section 10. Assistant Treasurer.

The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

## ARTICLE VI

CERTIFICATES OF STOCKSection 1. Certificates of Stock.

Every holder of stock in the corporation shall be entitled to have a certificate, signed by, or in the name of the corporation by the Chairman of the Board of Directors, or the President or a Vice President and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation, certifying the number of shares owned by him or her in the corporation. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 2. Lost Certificate.

The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and

### Attachment 3 (continued)

as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

#### Section 3. Transfers of Stock.

Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

#### Section 4. Fixing Record Date.

In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholder of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

#### Section 5. Registered Stockholders.

The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State.

### ARTICLE VII

#### GENERAL PROVISIONS

##### Section 1. Dividends.

Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate.

##### Section 2 Reserves.

Attachment 3 (continued)

Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves for working capital, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Annual Statement.

The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

Section 4. Checks and Deposits.

All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. All funds of the corporation not otherwise employed may be deposited to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may from time to time select.

Section 5. Fiscal Year.

The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 6. Seal.

The corporate seal shall have inscribed thereon the name of the corporation, the year of incorporation and the words "Corporate Seal, California." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments.

These bylaws may be altered, amended or repealed or new bylaws may be adopted by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the Certificate, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new bylaws be contained in the notice of such special meeting.

ARTICLE IX

INDEMNIFICATION AND INSURANCE

Section 1 Indemnification.

A. The corporation shall indemnify to the full extent authorized or permitted by the

Attachment 3 (continued)

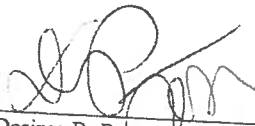
general corporation law of the State, as now in effect or as hereafter amended, any person made, or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigate, including an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation or serves or served any other enterprise as such at the request of the corporation.

B. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which such persons may be entitled apart from this Article IX. The foregoing right of indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 2. Insurance.

The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of the general corporation law of the State.

03/07/2005

  
\_\_\_\_\_  
Desiree R. Peterson, Secretary

Attachment 6


STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY

**DEPARTMENT OF MOTOR VEHICLES**  
 MOTOR CARRIER SERVICES BRANCH MS G875  
 P.O. BOX 932370 Sacramento, CA. 94232-3700  
 (916) 657-8153



11/28/2007

EXCLUSIVE RECOVERY INC  
 PO BX 39430  
 DOWNEY, CA 90239

 <p><b>NON-EXPIRING              MOTOR CARRIER PERMIT              Combined Carrier</b></p>	
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA. 94232-3700  EXCLUSIVE RECOVERY INC PO BX 39430 DOWNEY, CA 90239	Valid From: 11/27/2007      Valid Through: Non-Expiring
	CA#: 0298003
The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification:  <p style="text-align: center;"><b>For Hire Corporation</b></p>	
<p><b>Not valid for Intrastate Only Operations</b></p>	
Pmt Date: N/A      Office #: 154	
Account #: 424908      Tech ID: ED	
Sequence #: 0001      Amt Paid: No Fee	

!!!IMPORTANT REMINDERS!!!

1. This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
2. Federal Motor Carrier Safety Administration insurance requirements must be maintained.
3. If you commence intrastate only operations, you must renew your MCP.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922


DMV 2200 MCP (NEW 10/2007)

A Public Service Agency




Attachment 7

Business License Number 21177, established in 2009, current through 12/31/2015.

<b>CITY OF MORENO VALLEY</b>		<b>BUSINESS LICENSE TAX RECEIPT</b>							
<p>The person, firm or corporation named below has paid the appropriate fees to the City and is hereby granted this business license tax receipt for the business described below. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of any law or ordinance. The City does not pass on the qualifications of the holder of this business license tax receipt.</p>									
<b>Business Name:</b>	Exclusive Towing	<b>BUSINESS TYPE:</b>	997						
<b>Business Location:</b>	14451 Commerce Center Dr #C, Moreno Valley, CA 92553	<b>Description:</b>	Towing & Storage ( Rotational Tow)						
<b>Business Owner:</b>	Exclusive Recovery, Inc Gerald Kohutek	<table border="1"> <tr> <td><b>BUSINESS LICENSE #:</b></td> <td><b>21177</b></td> </tr> <tr> <td><b>Effective Date:</b></td> <td>January 01, 2015</td> </tr> <tr> <td><b>Expiration Date:</b></td> <td>December 31, 2015</td> </tr> </table>		<b>BUSINESS LICENSE #:</b>	<b>21177</b>	<b>Effective Date:</b>	January 01, 2015	<b>Expiration Date:</b>	December 31, 2015
<b>BUSINESS LICENSE #:</b>	<b>21177</b>								
<b>Effective Date:</b>	January 01, 2015								
<b>Expiration Date:</b>	December 31, 2015								
<p>EXCLUSIVE TOWING 3777 PLACENTIA LN RIVERSIDE, CA 92501</p>		<p> Richard Teichert Chief Financial Officer</p>							
<b>TO BE POSTED IN A CONSPICUOUS PLACE</b>		<b>NOT TRANSFERABLE</b>							

Attachment 8

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY)
<b>PRODUCER</b> Sea Crest Insurance Agency, Inc. 25255 Cabot Rd #206 Laguna Hills, CA 92653 (949) 951-5900				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
<b>INSURED</b> Exclusive Recovery, Inc. DBA: Exclusive Towing 3777 Placentia Riverside, CA 92501 951-682-2003				<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC#</b>
				INSURER A: Stratford Insurance Company 40436 <i>AV (1)</i>		INSURER B: State Compensation Ins Fund 35076 <i>NA</i>
				INSURER C:		
				INSURER D:		
				INSURER E:		
<b>COVERAGES</b>						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Premises	PBA0300137	04/09/14	04/09/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> unins. motorist \$60,000 BI	PBA0300137	04/09/14	04/09/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE \$ RETENTION \$	DATE: <u>3-12-15</u> BY: <u>[Signature]</u> CITY ATTORNEY CITY OF MORENO VALLEY			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	9047745-15	03/01/15	03/01/16	WESTATL. (TORY) LIMITS: <input checked="" type="checkbox"/> OTH. FR. E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER Cargo	PBA0300137	04/09/14	04/09/15	\$ 250,000 Ded 1,000
A		Garagekeepers	PBA0300137	04/09/14	04/09/15	\$ 500,000 Ded 1,000
A		Physical Damage	PBA0300137	04/09/14	04/09/15	Comp&Coll Ded 1,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

## Attachment 9



IFTA License Number  
CA33087825700

EXCLUSIVE TOWING  
EXCLUSIVE RECOVERY INC  
3777 PLACENTIA LN  
RIVERSIDE, CA 92501-1108

**CALIFORNIA  
INTERNATIONAL FUEL TAX AGREEMENT**

California State Board of Equalization  
1030 Riverside Parkway, Suite 125  
West Sacramento, CA 95605

**2015 IFTA LICENSE  
NOT TRANSFERABLE**

Effective Date  
02/06/2015

Expiration Date  
12/31/2015

Motor Carrier Account  
59043484

Control Number  
5064774 - 5064775

USDOT Number

THIS LICENSE IS ISSUED UNDER THE TERMS OF THE INTERNATIONAL FUEL TAX AGREEMENT AND IS VALID FOR VEHICLES OPERATED BY THE LICENSEE IN ALL IFTA JURISDICTIONS.  
BOE-442-IFTA REV. 5 (11-14) **A COPY OF THIS LICENSE MUST APPEAR IN EACH MOTOR VEHICLE**

This license, or an exact copy of this license, must be carried in the cab of each qualified motor vehicle registered under the California International Fuel Tax Agreement (IFTA) program. Along with this license, each vehicle must display one set of valid California IFTA decals on the exterior portion of the truck's cab; one decal on each side. In lieu of the IFTA decals, a valid California IFTA 30-Day Temporary Decal Permit may be carried in the cab of the vehicle.

If you do not carry a copy of the IFTA license or do not display the IFTA decals in the required locations on the vehicle(s) (or carry in the cab a valid California IFTA Temporary Decal Permit), it will subject the vehicle operator to the requirement to purchase a fuel trip permit, issuance of a citation and/or imposition of a fine, and possible seizure and sale of the vehicle.

As a holder of this license, you accept certain responsibilities. You must keep adequate records that document the amount of fuel purchased, used, or stored; the amount of fuel tax paid; any fuel use that is exempt from tax; and the number of miles your qualified motor vehicle(s) operated in all IFTA and non-IFTA jurisdictions. Generally, you must keep records for four years.

You must file an IFTA Quarterly Fuel Use Tax Return no later than the last day of the month following the quarterly reporting period. You must file your quarterly return even if you did not purchase any fuel or operate your vehicle(s) in any IFTA jurisdiction during the reporting period. To file your return, log in to our online services at [www.boe.ca.gov](http://www.boe.ca.gov).

Your license is valid only for the entity named and type of ownership specified (for example, sole proprietorship, corporation, partnership, limited liability company, etc.). You should notify the California State Board of Equalization (BOE) immediately if you make ownership changes, sell your business, stop operating, or otherwise close your California IFTA license account. Upon closure of your account, you must destroy this license and all copies and remove all related decals issued by the BOE from your vehicle(s).

This license is valid only if issued by the BOE. Any agent or other person who alters or otherwise produces unauthorized fuel tax credentials is creating fraudulent documents, the use of which may result in civil liability, criminal prosecution or revocation of the license.

If you have any questions, please call our Customer Service Section at 1-800-400-7115 (TTY:711). Customer service representatives are available weekdays from 8:00 a.m. to 5:00 p.m. (Pacific time), except state holidays.

Attachment 10

STATE OF CALIFORNIA  
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
**BIT PROGRAM**  
**ADMINISTRATIVE REVIEW**  
 CHP 342 (Rev 5-00) OPI 062

Page 1 of 1 pages

TERMINAL INFORMATION CHANGED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CARRIER ID NUMBERS CA <b>298003</b>
TELEPHONE NUMBER (INCLUDE AREA CODE) (951) 682-2003	FCN <b>243265</b>

TERMINAL NAME  
**EXCLUSIVE RECOVERY INC**

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)  
**3777 PLACENTIA LN. RIVERSIDE, CA 92501**

TERMINAL MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)

COUNTY/CODE NUMBER  
**33**

**LICENSE AND FLEET INFORMATION**

HM Lic No	HWT Reg No	IMS Lic No	LOCATION CODE	SUB AREA	ADMINISTRATIVE REVIEW <input checked="" type="checkbox"/> First <input type="checkbox"/> Second				
Exp Date	Exp Date	Exp Date	840	27					
TRUCKS AND TYPES		TRAILERS AND TYPES		BUSES AND TYPES		REG CT	HW VEH.	HW CONT.	DRIVERS
1 S				I- II-					2

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) <b>DESI PETERSON</b>	DAY PHONE NO (INCLUDE AREA CODE) (951) 295-8115	NIGHT PHONE NO (INCLUDE AREA CODE) (951) 295-8115
EMERGENCY CONTACT (NAME) <b>GERALD KOHUTEK</b>	DAY PHONE NO (INCLUDE AREA CODE) (951) 682-2003	NIGHT PHONE NO (INCLUDE AREA CODE) (949) 283-7711

CHECK THE ESTIMATED TERMINAL MILEAGE WITHIN CALIFORNIA DURING THE LAST YEAR

YEAR **2014**

A <input type="checkbox"/> Under 15,000	T-	T-	T-
B <input type="checkbox"/> 15,001- 50,000			
C <input checked="" type="checkbox"/> 50,001- 100,000	PSG TCP PSG	PSG TCP PSG	PSG TCP PSG
D <input type="checkbox"/> 100,001- 500,000			
E <input type="checkbox"/> 500,001- 1,000,000	ICC NUMBERS		DOT NUMBER
F <input type="checkbox"/> 1,000,001- 2,000,000	MC	MC	
G <input type="checkbox"/> 2,000,001- 5,000,000			
H <input type="checkbox"/> 5,000,001- 10,000,000	MC	MC	
I <input type="checkbox"/> More Than 10,000,000			

**ADMINISTRATIVE REVIEW**

REVIEW COMMENTS

**“A review with a terminal management representative of the carrier’s record as contained in the Department’s files was conducted.”**

SATISFACTORY RATINGS ARE CARRIED FORWARD IN THE FOLLOWING CATEGORIES

<input checked="" type="checkbox"/> Maintenance Program	<input checked="" type="checkbox"/> Driver Records	<input checked="" type="checkbox"/> Regulated Equipment	CHP 100D COLUMN NO 3	CARRIER TYPE/CODE T/ 1	TIME IN 1101	TIME OUT 1300
<input type="checkbox"/> Hazardous Materials	<input checked="" type="checkbox"/> Terminal					

**MOTOR CARRIER REQUEST AND CERTIFICATION**

As **OFFICE MANAGER**, I request that this terminal receive an administrative review in lieu of the required Biennial Inspection of Terminals (BIT) Program inspection. I understand that requesting a review in lieu of inspection will not result of prororation of the fees, and that this terminal's previous compliance rating of satisfactory will be extended for 25 months. This terminal will continue to maintain a satisfactory level of compliance during the next 25 month inspection term. As a condition of receiving the administrative review(s) in lieu of inspections, I agree to accept random, unannounced inspections of this terminal by the Department.

CARRIER REPRESENTATIVE'S NAME AND TITLE <b>DESI PETERSON / OFFICE MANAGER</b>	SIGNATURE 	DATE <b>6/12/2015</b>
REVIEW CONDUCTED BY <b>MAURO ARMANDO HERNANDEZ (CELL) (909) 732-9486</b>	ID NUMBER <b>A13849</b>	SUSPENSE DATE <b>AUTO</b>

Use previous editions until depleted c342\_500-115

Attachment 11



PULL NOTICE CONTRACT

Requester # M9338

THIS AGREEMENT is made and entered into this 28 day of June 19, 910 between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF MOTOR VEHICLES, herein called SELLER, and Exclusive Towing herein called BUYER.

BUYER desires to purchase information from SELLER'S record under the terms and conditions and at the rates set forth in the "Employer Pull Notice Program, Information For Enrollment," attached hereto and hereby incorporated and made a part of this contract. SELLER will furnish information in accordance with the terms specified below:

1. SELLER will furnish said information as soon as possible after receipt of request, and will furnish a subsequent report each time a record is updated under the following conditions while the BUYER'S notification request remains valid and uncanceled: abstracts of conviction, failure to appear notices, failure to pay notices, accidents, suspensions, revocations or any other actions taken against the driving privilege or certificate.
2. BUYER will not use any information or portions of information acquired under the provisions of this contract for any purpose other than administering company policies in regard to the driving record requirements of employees. BUYER will not sell, assign or otherwise transfer any of the information or portions of information acquired under the provisions of this contract. For breach of this condition, or if the buyer fails to pay money owed the seller within 45 days of billing, the SELLER may elect to cancel this contract immediately upon notice to the BUYER.
3. All sensitive data, documentation, or other information, which is designated confidential by SELLER and is inadvertently made available to BUYER will be protected by BUYER from unauthorized use and disclosure.
4. BUYER agrees to defend, indemnify and hold harmless SELLER and its officers, agents and employees from any and all claims, actions, damages and losses which may be brought or alleged against SELLER, its officers, agents or employees by reason of the negligent, intentional, improper or unauthorized use or dissemination by BUYER, or its officers, agents or employees of accurate information furnished to BUYER by SELLER under this Agreement.
5. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
6. This Agreement is not assignable by BUYER either in whole or in part without the written consent of SELLER.
7. BUYER and its agents or employees shall act in an independent capacity and not as officers, employees or agents of SELLER.
8. This Agreement is subject to any restrictions, limitations or conditions enacted by the Legislature which may affect the provisions or terms of this Agreement in any manner.
9. Except for the election of SELLER to cease furnishing information or to cancel this contract upon notice as above provided, this contract shall continue until canceled by either party upon at least thirty (30) days written notice to the other.

Exclusive Towing  
COMPANY NAME (PLEASE PRINT)  
3777 Placentia Ln.  
MAILING ADDRESS  
Riverside CA 92501  
CITY STATE ZIP

B. Murphy  
SIGNATURE OF AUTHORIZED DMV REPRESENTATIVE  
[Signature]  
SIGNATURE OF AUTHORIZED REPRESENTATIVE  
Gerald Kohuter - owner  
PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

INF 1105 (NEW 12/95)

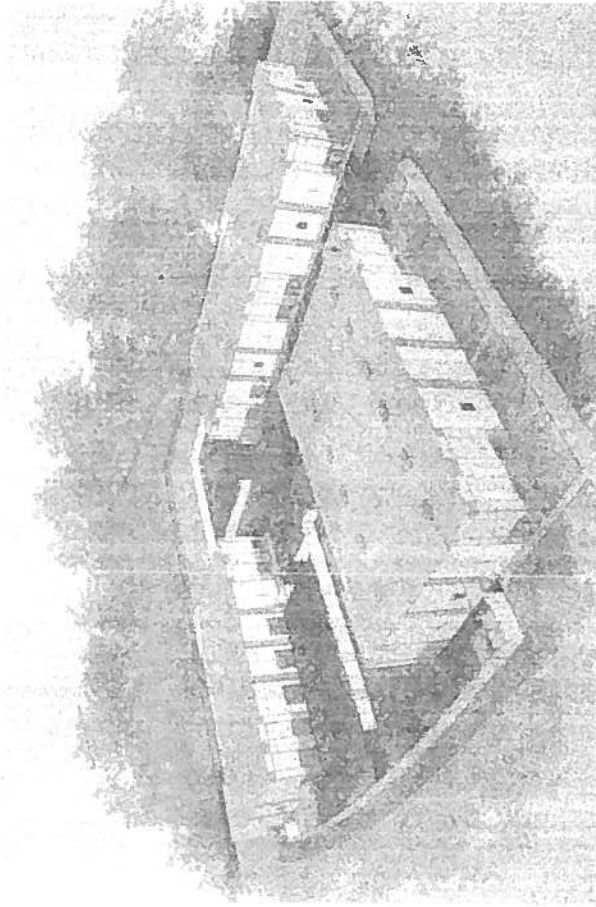
Attachment 12



7407 oxford place, rancho crowsong, CALIFORNIA 91710 866.368.3672  
 198 mason lane, glenwood springs, COLORADO 81601 888.759.3572

CELEBRITY ANALYST:  
 SPECIALTY:  
 NATIONALITY:  
 NICKNAME:  
 MARRIAGE:  
 APPEARANCE:  
 ADDRESS:  
 SEE SHEET 8-CC1 FOR MORE INFORMATION

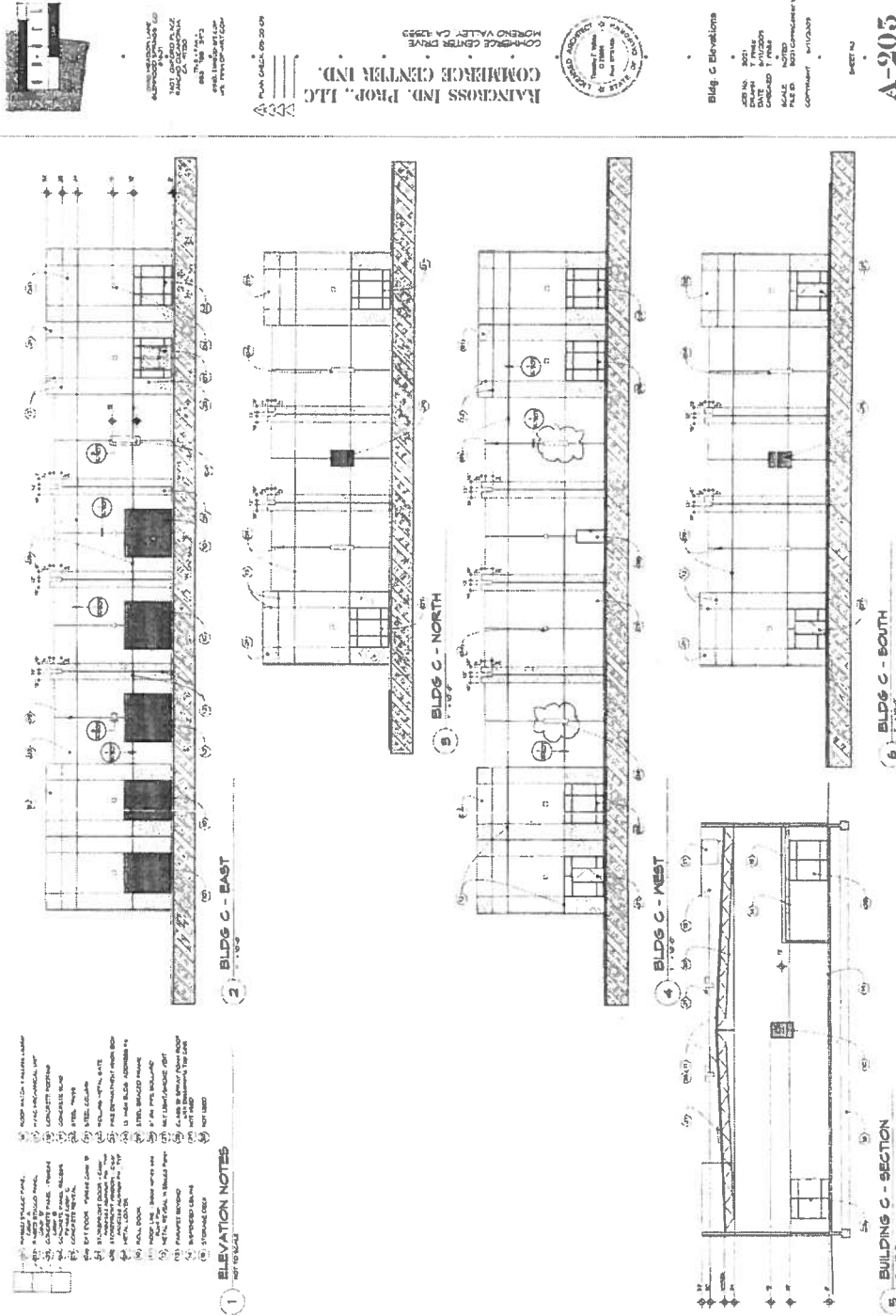
**EXCLUSIVE**  
TOWING



Paintross Industrial Properties, LLC - Commerce Center Industrial Buildings  
 COMMERCE CENTER DRIVE MORENO VALLEY, CA 92553

VISION: LEADERSHIP DESIGN CRAFTSMANSHIP

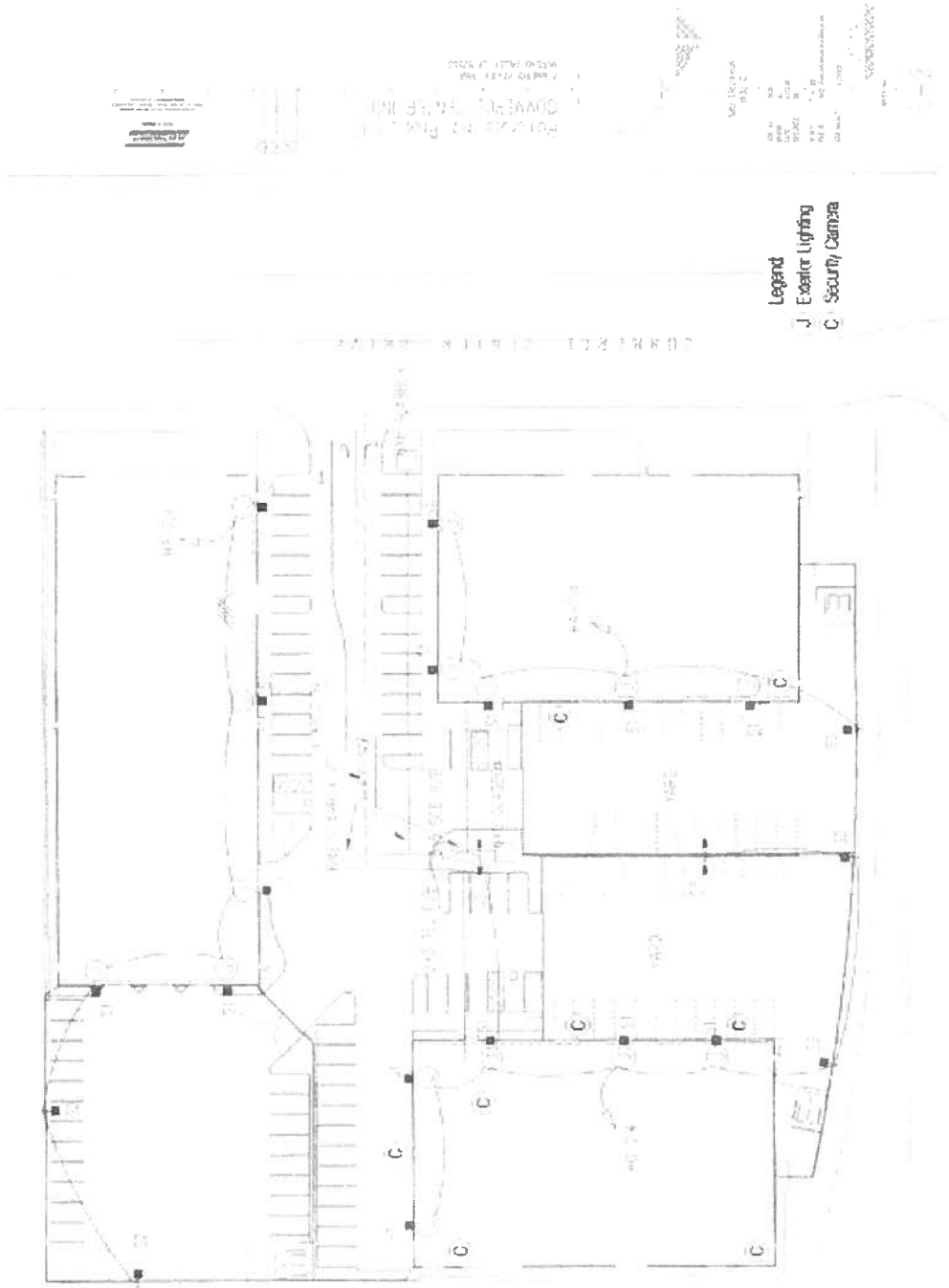
Attachment 12 (continued)







Attachment 12 (continued)



Attachment 12 (continued)

COMMERCE CENTER INDUSTRIAL  
CORNER OF COMMERCE  
CENTER DR. AND CACTUS  
MORENO VALLEY, CA

CLIENT:  
GERMANIA CORP.  
14340 ELSWORTH ST., STE. 108  
MORENO VALLEY, CA 92553

6441 Buckhorn Avenue  
Moreno Valley, CA 91731  
Phone: (951) 345-0100  
Fax: (951) 345-4019  
www.designgroup.com  
LICENSE: 18071 & 18175

**CONSULTANTS:**  
OWNER: GERMANIA CORP.  
14340 ELSWORTH ST., # 108  
MORENO VALLEY, CA  
CONTACT: FRED. JIMENEZ  
PHONE: (951) 656-0332


**SHEET INDEX:**  
T-1 TITLE SHEET  
L-1 IRRIGATION PLAN  
L-2 IRRIGATION PLAN  
L-3 IRRIGATION DETAILS  
L-1-1 PLANTING PLAN  
L-2-1 PLANTING PLAN  
L-3-1 PLANTING DETAILS  
L-3-2 PLANTING DETAILS

**COMMERCE CENTER INDUSTRIAL**  
GERMANIA CORP.  
14340 ELSWORTH ST. STE. 108  
MORENO VALLEY, CA 92553  
CONTACT: FRED. JIMENEZ  
JOB NUMBER: 050509  
DRAWN BY: MJO  
CHECKED BY: TM  
DATE: 7-19-00  
NOTES:  
1. SEE SHEET T-1 FOR GENERAL NOTES.  
2. SEE SHEET L-1 FOR IRRIGATION PLAN.  
3. SEE SHEET L-2 FOR IRRIGATION PLAN.  
4. SEE SHEET L-3 FOR IRRIGATION DETAILS.  
5. SEE SHEET L-1-1 FOR PLANTING PLAN.  
6. SEE SHEET L-2-1 FOR PLANTING PLAN.  
7. SEE SHEET L-3-1 FOR PLANTING DETAILS.  
8. SEE SHEET L-3-2 FOR PLANTING DETAILS.

**PLANNING APPROVAL:**  
CITY OF MORENO VALLEY  
14340 ELSWORTH ST. STE. 108  
PROJECT: 1790

**TITLE SHEET**  
T-1  
PART 1 OF 4


Attachment 12 (continued)




**LOGO**  
410 Buckle Ave  
Moreno, CA 92553  
Phone: (951) 418-5100  
Fax: (951) 418-5101  
www.morenovally.com

**COMMERCE CENTER INDUSTRIAL**  
GERMANN CORP  
1440 ELBURNHIT  
MORENO VALLEY CA

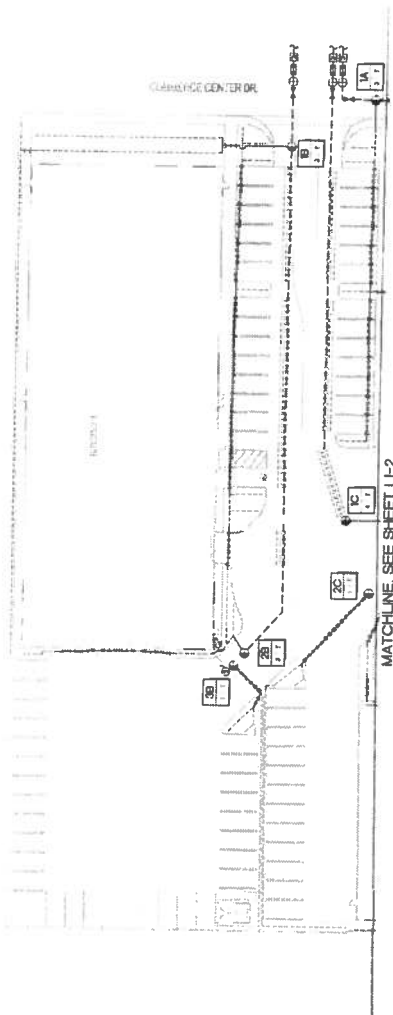
JOB NUMBER: 000028  
DRAWN BY: EDC  
CHECKED BY: TML  
DATE: 7-18-08



**IRRIGATION PLAN**  
SCALE: 1"=20'-0"



**LI-1**  
SHEET 2 OF 8



**SOIL AND PVC BURNING CHART**

1. 1/2" SCHED 40	1.00
2. 1/2" SCHED 40	1.00
3. 1/2" SCHED 40	1.00
4. 1/2" SCHED 40	1.00
5. 1/2" SCHED 40	1.00
6. 1/2" SCHED 40	1.00
7. 1/2" SCHED 40	1.00
8. 1/2" SCHED 40	1.00
9. 1/2" SCHED 40	1.00
10. 1/2" SCHED 40	1.00

**STATION / CONTRAILIN**

STATION	CONTRAILIN
10	1-1
11	1-1
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97	1-1
98	1-1
99	1-1
100	1-1

**EQUIPMENT LEGEND**

SYMBOL	MANUFACTURER	SIZE	DETAIL	NOTES
1	1/2" SCHED 40	1/2"	1/2"	
2	1/2" SCHED 40	1/2"	1/2"	
3	1/2" SCHED 40	1/2"	1/2"	
4	1/2" SCHED 40	1/2"	1/2"	
5	1/2" SCHED 40	1/2"	1/2"	
6	1/2" SCHED 40	1/2"	1/2"	
7	1/2" SCHED 40	1/2"	1/2"	
8	1/2" SCHED 40	1/2"	1/2"	
9	1/2" SCHED 40	1/2"	1/2"	
10	1/2" SCHED 40	1/2"	1/2"	
11	1/2" SCHED 40	1/2"	1/2"	
12	1/2" SCHED 40	1/2"	1/2"	
13	1/2" SCHED 40	1/2"	1/2"	
14	1/2" SCHED 40	1/2"	1/2"	
15	1/2" SCHED 40	1/2"	1/2"	
16	1/2" SCHED 40	1/2"	1/2"	
17	1/2" SCHED 40	1/2"	1/2"	
18	1/2" SCHED 40	1/2"	1/2"	
19	1/2" SCHED 40	1/2"	1/2"	
20	1/2" SCHED 40	1/2"	1/2"	
21	1/2" SCHED 40	1/2"	1/2"	
22	1/2" SCHED 40	1/2"	1/2"	
23	1/2" SCHED 40	1/2"	1/2"	
24	1/2" SCHED 40	1/2"	1/2"	
25	1/2" SCHED 40	1/2"	1/2"	
26	1/2" SCHED 40	1/2"	1/2"	
27	1/2" SCHED 40	1/2"	1/2"	
28	1/2" SCHED 40	1/2"	1/2"	
29	1/2" SCHED 40	1/2"	1/2"	
30	1/2" SCHED 40	1/2"	1/2"	
31	1/2" SCHED 40	1/2"	1/2"	
32	1/2" SCHED 40	1/2"	1/2"	
33	1/2" SCHED 40	1/2"	1/2"	
34	1/2" SCHED 40	1/2"	1/2"	
35	1/2" SCHED 40	1/2"	1/2"	
36	1/2" SCHED 40	1/2"	1/2"	
37	1/2" SCHED 40	1/2"	1/2"	
38	1/2" SCHED 40	1/2"	1/2"	
39	1/2" SCHED 40	1/2"	1/2"	
40	1/2" SCHED 40	1/2"	1/2"	
41	1/2" SCHED 40	1/2"	1/2"	
42	1/2" SCHED 40	1/2"	1/2"	
43	1/2" SCHED 40	1/2"	1/2"	
44	1/2" SCHED 40	1/2"	1/2"	
45	1/2" SCHED 40	1/2"	1/2"	
46	1/2" SCHED 40	1/2"	1/2"	
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61	1/2" SCHED 40	1/2"	1/2"	
62	1/2" SCHED 40	1/2"	1/2"	
63	1/2" SCHED 40	1/2"	1/2"	
64	1/2" SCHED 40	1/2"	1/2"	
65	1/2" SCHED 40	1/2"	1/2"	
66	1/2" SCHED 40	1/2"	1/2"	
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72	1/2" SCHED 40	1/2"	1/2"	
73	1/2" SCHED 40	1/2"	1/2"	
74	1/2" SCHED 40	1/2"	1/2"	
75	1/2" SCHED 40	1/2"	1/2"	
76	1/2" SCHED 40	1/2"	1/2"	
77	1/2" SCHED 40	1/2"	1/2"	
78	1/2" SCHED 40	1/2"	1/2"	
79	1/2" SCHED 40	1/2"	1/2"	
80	1/2" SCHED 40	1/2"	1/2"	
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87	1/2" SCHED 40	1/2"	1/2"	
88	1/2" SCHED 40	1/2"	1/2"	
89	1/2" SCHED 40	1/2"	1/2"	
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93	1/2" SCHED 40	1/2"	1/2"	
94	1/2" SCHED 40	1/2"	1/2"	
95	1/2" SCHED 40	1/2"	1/2"	
96	1/2" SCHED 40	1/2"	1/2"	
97	1/2" SCHED 40	1/2"	1/2"	
98	1/2" SCHED 40	1/2"	1/2"	
99	1/2" SCHED 40	1/2"	1/2"	
100	1/2" SCHED 40	1/2"	1/2"	

Attachment 12 (continued)

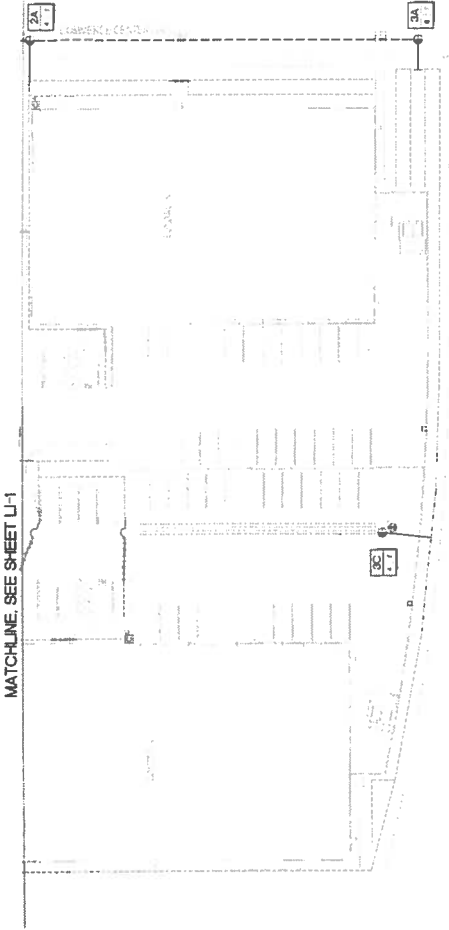
**COMMERCE INDUSTRIAL**  
 6470 Parkway Ave  
 Lawrence, CA 94548  
 Phone: (925) 444-8250  
 Fax: (925) 444-8250  
 www.commerceind.com

**COMMERCE INDUSTRIAL**  
 GERMANIA CORP  
 1000 BURNWORTH ST  
 SUITE 100  
 MORENO VALLEY, CA 92553  
 JOB NUMBER: 000238  
 DRAWN BY: RCK  
 CHECKED BY: TM  
 DATE: 7-18-08  
 PROJECT: IRRIGATION

**AMERICAN VALLEY**  
 IRRIGATION PLAN

SCALE: 1"=40'-0"

**LI-2**  
 SHEET 1 OF 8



**SCHED PIVOT SCHEDULING CHART**

DAY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
4	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
6	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
7	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
8	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
9	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
10	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
11	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
12	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
13	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
14	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
15	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
16	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
17	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
18	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
19	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
20	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
21	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
22	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
23	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
24	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

**STATION I I CONTROLLER**

LINE	NO.	TYPE
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
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15	15	15
16	16	16
17	17	17
18	18	18
19	19	19
20	20	20
21	21	21
22	22	22
23	23	23
24	24	24

**GENERAL NOTES**

1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND RECORD THEM ON THE PLAN.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING CENTER PIVOT SYSTEMS AND RECORD THEM ON THE PLAN.
3. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING IRRIGATION SYSTEMS AND RECORD THEM ON THE PLAN.
4. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING TOWING SYSTEMS AND RECORD THEM ON THE PLAN.
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23. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING TOWING SYSTEMS AND RECORD THEM ON THE PLAN.
24. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING TOWING SYSTEMS AND RECORD THEM ON THE PLAN.

**EQUIPMENT LEGEND**

SYMBOL	MANUFACTURER/MODEL #	SIZE	DEPTH	NOTES
1	1	1"	1'-0"	1
2	2	2"	2'-0"	2
3	3	3"	3'-0"	3
4	4	4"	4'-0"	4
5	5	5"	5'-0"	5
6	6	6"	6'-0"	6
7	7	7"	7'-0"	7
8	8	8"	8'-0"	8
9	9	9"	9'-0"	9
10	10	10"	10'-0"	10
11	11	11"	11'-0"	11
12	12	12"	12'-0"	12
13	13	13"	13'-0"	13
14	14	14"	14'-0"	14
15	15	15"	15'-0"	15
16	16	16"	16'-0"	16
17	17	17"	17'-0"	17
18	18	18"	18'-0"	18
19	19	19"	19'-0"	19
20	20	20"	20'-0"	20
21	21	21"	21'-0"	21
22	22	22"	22'-0"	22
23	23	23"	23'-0"	23
24	24	24"	24'-0"	24

**General Irrigation Notes**

1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND RECORD THEM ON THE PLAN.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING CENTER PIVOT SYSTEMS AND RECORD THEM ON THE PLAN.
3. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING IRRIGATION SYSTEMS AND RECORD THEM ON THE PLAN.
4. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING TOWING SYSTEMS AND RECORD THEM ON THE PLAN.
5. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING TOWING SYSTEMS AND RECORD THEM ON THE PLAN.
6. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING TOWING SYSTEMS AND RECORD THEM ON THE PLAN.
7. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING TOWING SYSTEMS AND RECORD THEM ON THE PLAN.
8. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING TOWING SYSTEMS AND RECORD THEM ON THE PLAN.
9. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING TOWING SYSTEMS AND RECORD THEM ON THE PLAN.
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11. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING TOWING SYSTEMS AND RECORD THEM ON THE PLAN.
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22. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING TOWING SYSTEMS AND RECORD THEM ON THE PLAN.
23. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING TOWING SYSTEMS AND RECORD THEM ON THE PLAN.
24. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING TOWING SYSTEMS AND RECORD THEM ON THE PLAN.

Attachment 12 (continued)

<p><b>A   Controller</b></p> <p>1. THE UNIT CONTROLLER IS TO BE INSTALLED IN A PROTECTED AREA... 2. THE UNIT CONTROLLER IS TO BE INSTALLED IN A PROTECTED AREA... 3. THE UNIT CONTROLLER IS TO BE INSTALLED IN A PROTECTED AREA...</p>	<p><b>B   Backflow Preventer</b></p> <p>1. THE BACKFLOW PREVENTER IS TO BE INSTALLED IN A PROTECTED AREA... 2. THE BACKFLOW PREVENTER IS TO BE INSTALLED IN A PROTECTED AREA... 3. THE BACKFLOW PREVENTER IS TO BE INSTALLED IN A PROTECTED AREA...</p>	<p><b>E   Drip Control Valve Assembly</b></p> <p>1. THE Drip Control Valve Assembly IS TO BE INSTALLED IN A PROTECTED AREA... 2. THE Drip Control Valve Assembly IS TO BE INSTALLED IN A PROTECTED AREA... 3. THE Drip Control Valve Assembly IS TO BE INSTALLED IN A PROTECTED AREA...</p>	<p><b>C   Ball Valve</b></p> <p>1. THE BALL VALVE IS TO BE INSTALLED IN A PROTECTED AREA... 2. THE BALL VALVE IS TO BE INSTALLED IN A PROTECTED AREA... 3. THE BALL VALVE IS TO BE INSTALLED IN A PROTECTED AREA...</p>	<p><b>D   Quick Coupler Valve</b></p> <p>1. THE QUICK COUPLER VALVE IS TO BE INSTALLED IN A PROTECTED AREA... 2. THE QUICK COUPLER VALVE IS TO BE INSTALLED IN A PROTECTED AREA... 3. THE QUICK COUPLER VALVE IS TO BE INSTALLED IN A PROTECTED AREA...</p>	<p><b>F   Trenching</b></p> <p>1. THE TRENCHING IS TO BE INSTALLED IN A PROTECTED AREA... 2. THE TRENCHING IS TO BE INSTALLED IN A PROTECTED AREA... 3. THE TRENCHING IS TO BE INSTALLED IN A PROTECTED AREA...</p>	<p><b>I   Wire Pull Box</b></p> <p>1. THE WIRE PULL BOX IS TO BE INSTALLED IN A PROTECTED AREA... 2. THE WIRE PULL BOX IS TO BE INSTALLED IN A PROTECTED AREA... 3. THE WIRE PULL BOX IS TO BE INSTALLED IN A PROTECTED AREA...</p>	<p><b>J   Single Drip Emitter</b></p> <p>1. THE SINGLE DRIP EMITTER IS TO BE INSTALLED IN A PROTECTED AREA... 2. THE SINGLE DRIP EMITTER IS TO BE INSTALLED IN A PROTECTED AREA... 3. THE SINGLE DRIP EMITTER IS TO BE INSTALLED IN A PROTECTED AREA...</p>	<p><b>K   Poly Pipe Multi-Outlet Emitter</b></p> <p>1. THE POLY PIPE MULTI-OUTLET EMITTER IS TO BE INSTALLED IN A PROTECTED AREA... 2. THE POLY PIPE MULTI-OUTLET EMITTER IS TO BE INSTALLED IN A PROTECTED AREA... 3. THE POLY PIPE MULTI-OUTLET EMITTER IS TO BE INSTALLED IN A PROTECTED AREA...</p>	<p><b>L   Pressure Regulating Valve</b></p> <p>1. THE PRESSURE REGULATING VALVE IS TO BE INSTALLED IN A PROTECTED AREA... 2. THE PRESSURE REGULATING VALVE IS TO BE INSTALLED IN A PROTECTED AREA... 3. THE PRESSURE REGULATING VALVE IS TO BE INSTALLED IN A PROTECTED AREA...</p>	<p><b>H   Wire Connections</b></p> <p>1. THE WIRE CONNECTIONS ARE TO BE INSTALLED IN A PROTECTED AREA... 2. THE WIRE CONNECTIONS ARE TO BE INSTALLED IN A PROTECTED AREA... 3. THE WIRE CONNECTIONS ARE TO BE INSTALLED IN A PROTECTED AREA...</p>	<p><b>IRRIGATION DETAILS</b></p> <p>SCALE: 1/2" = 1'-0"</p>
<p><b>MICKI GIARDI</b> IRRIGATION AND CONTROL 4147 Buckner Ave Moreno Valley, CA 91754 Phone: (951) 938-8888 Fax: (951) 938-8887 www.mickigiardi.com</p> <p><b>COMMERCE CENTER INDUSTRIAL</b> GERMANIA CORP 1400 SOUTH ST. MORENO VALLEY, CA 92553 CITY: MORENO VALLEY COUNTY: RIVERSIDE DRAWN BY: MCK CHECKED BY: TM DATE: 7-18-05 PROJECT: RCT/04/04</p> <p><b>UNIVERSITY OF CALIFORNIA</b> RIVERSIDE COUNTY SANTA ANA</p> <p><b>SCALE: 1/2" = 1'-0"</b></p> <p><b>LI-3</b> SHEET 4 OF 8</p>											

Attachment 12 (continued)

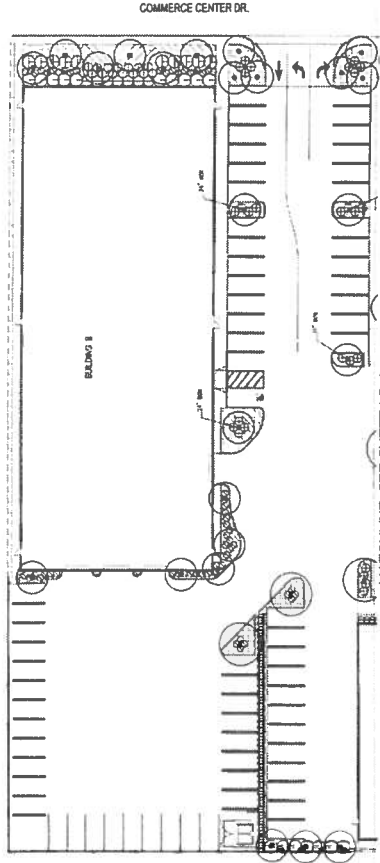
**BLISS GROUP**  
LANDSCAPE ARCHITECTURE  
4475 Buckner Ave.  
Beverly Hills, CA 90216  
Tel: (310) 949-4477  
Fax: (310) 949-8871  
www.blissgroup.com

**COMMERCE CENTER INDUSTRIAL**  
GERMANIA CORP  
14300 ELsworth ST  
SUITE 100  
MORENO VALLEY, CA

DRAWN BY: [blank] VL  
CHECKED BY: TM  
DATE: 7-18-08  
SCALE: 1"=20'-0"

**PLANTING PLAN**  
SCALE: 1"=20'-0"  
DATE: 7-18-08

**LP-1**  
SHEET 5 OF 8



PLANTING LEGEND:

SYMBOL	DESCRIPTION	QUANTITY	DATE
1	12" DBL. WIDE WALKWAY	4	08/12/08
2	12" DBL. WIDE WALKWAY	4	08/12/08
3	12" DBL. WIDE WALKWAY	4	08/12/08
4	12" DBL. WIDE WALKWAY	4	08/12/08
5	12" DBL. WIDE WALKWAY	4	08/12/08
6	12" DBL. WIDE WALKWAY	4	08/12/08
7	12" DBL. WIDE WALKWAY	4	08/12/08
8	12" DBL. WIDE WALKWAY	4	08/12/08
9	12" DBL. WIDE WALKWAY	4	08/12/08
10	12" DBL. WIDE WALKWAY	4	08/12/08
11	12" DBL. WIDE WALKWAY	4	08/12/08
12	12" DBL. WIDE WALKWAY	4	08/12/08
13	12" DBL. WIDE WALKWAY	4	08/12/08
14	12" DBL. WIDE WALKWAY	4	08/12/08
15	12" DBL. WIDE WALKWAY	4	08/12/08
16	12" DBL. WIDE WALKWAY	4	08/12/08
17	12" DBL. WIDE WALKWAY	4	08/12/08
18	12" DBL. WIDE WALKWAY	4	08/12/08
19	12" DBL. WIDE WALKWAY	4	08/12/08
20	12" DBL. WIDE WALKWAY	4	08/12/08
21	12" DBL. WIDE WALKWAY	4	08/12/08
22	12" DBL. WIDE WALKWAY	4	08/12/08
23	12" DBL. WIDE WALKWAY	4	08/12/08
24	12" DBL. WIDE WALKWAY	4	08/12/08
25	12" DBL. WIDE WALKWAY	4	08/12/08
26	12" DBL. WIDE WALKWAY	4	08/12/08
27	12" DBL. WIDE WALKWAY	4	08/12/08
28	12" DBL. WIDE WALKWAY	4	08/12/08
29	12" DBL. WIDE WALKWAY	4	08/12/08
30	12" DBL. WIDE WALKWAY	4	08/12/08
31	12" DBL. WIDE WALKWAY	4	08/12/08
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42	12" DBL. WIDE WALKWAY	4	08/12/08
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44	12" DBL. WIDE WALKWAY	4	08/12/08
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56	12" DBL. WIDE WALKWAY	4	08/12/08
57	12" DBL. WIDE WALKWAY	4	08/12/08
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62	12" DBL. WIDE WALKWAY	4	08/12/08
63	12" DBL. WIDE WALKWAY	4	08/12/08
64	12" DBL. WIDE WALKWAY	4	08/12/08
65	12" DBL. WIDE WALKWAY	4	08/12/08
66	12" DBL. WIDE WALKWAY	4	08/12/08
67	12" DBL. WIDE WALKWAY	4	08/12/08
68	12" DBL. WIDE WALKWAY	4	08/12/08
69	12" DBL. WIDE WALKWAY	4	08/12/08
70	12" DBL. WIDE WALKWAY	4	08/12/08
71	12" DBL. WIDE WALKWAY	4	08/12/08
72	12" DBL. WIDE WALKWAY	4	08/12/08
73	12" DBL. WIDE WALKWAY	4	08/12/08
74	12" DBL. WIDE WALKWAY	4	08/12/08
75	12" DBL. WIDE WALKWAY	4	08/12/08
76	12" DBL. WIDE WALKWAY	4	08/12/08
77	12" DBL. WIDE WALKWAY	4	08/12/08
78	12" DBL. WIDE WALKWAY	4	08/12/08
79	12" DBL. WIDE WALKWAY	4	08/12/08
80	12" DBL. WIDE WALKWAY	4	08/12/08
81	12" DBL. WIDE WALKWAY	4	08/12/08
82	12" DBL. WIDE WALKWAY	4	08/12/08
83	12" DBL. WIDE WALKWAY	4	08/12/08
84	12" DBL. WIDE WALKWAY	4	08/12/08
85	12" DBL. WIDE WALKWAY	4	08/12/08
86	12" DBL. WIDE WALKWAY	4	08/12/08
87	12" DBL. WIDE WALKWAY	4	08/12/08
88	12" DBL. WIDE WALKWAY	4	08/12/08
89	12" DBL. WIDE WALKWAY	4	08/12/08
90	12" DBL. WIDE WALKWAY	4	08/12/08
91	12" DBL. WIDE WALKWAY	4	08/12/08
92	12" DBL. WIDE WALKWAY	4	08/12/08
93	12" DBL. WIDE WALKWAY	4	08/12/08
94	12" DBL. WIDE WALKWAY	4	08/12/08
95	12" DBL. WIDE WALKWAY	4	08/12/08
96	12" DBL. WIDE WALKWAY	4	08/12/08
97	12" DBL. WIDE WALKWAY	4	08/12/08
98	12" DBL. WIDE WALKWAY	4	08/12/08
99	12" DBL. WIDE WALKWAY	4	08/12/08
100	12" DBL. WIDE WALKWAY	4	08/12/08

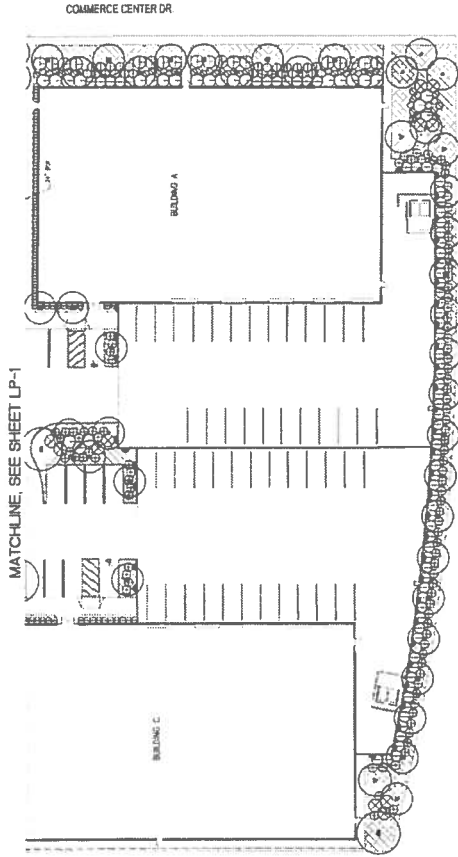
**CITY OF MORENO VALLEY**  
1000 N. GARDEN ST., 2ND FLOOR  
MORENO VALLEY, CA 91731  
TEL: (951) 253-1100  
WWW.MORENOVALLEY.CA.GOV

**PREPARED BY:** [blank]

**DATE:** [blank]

Attachment 12 (continued)

 <p><b>PAVING CENTER</b> LANDSCAPE ARCHITECTURE 4477 Pacifica Ln Moreno Valley, CA 91754 Phone: (951) 347-8200 Fax: (951) 347-8201 www.pavingcenter.com</p>	<p><b>COMMERCE CENTER INDUSTRIAL</b> GERMANIA CORP 14300 ELWOOD ST SUITE 100 MORENO VALLEY CA 91755 PHONE: (951) 347-8200 FAX: (951) 347-8201 DATE: 7-19-08 REVISIONS:</p>	 <p><b>PLANTING PLAN</b> SCALE: 1"=20'-0" <b>PAVING CENTER</b> 600 W. MAIN ST. #200 MORENO VALLEY, CA 91755 <b>LP-2</b> SHEET 6 OF 8</p>
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**PLANTING LEGEND:**

SYMBOL	DESCRIPTION	QUANTITY	PLANT SPECIES	DETAIL
(1)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(2)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(3)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(4)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(5)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(6)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(7)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(8)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(9)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(10)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(11)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(12)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(13)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(14)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(15)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(16)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(17)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(18)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(19)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(20)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(21)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(22)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(23)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(24)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(25)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(26)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(27)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(28)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(29)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(30)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(31)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(32)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(33)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
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(35)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(36)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(37)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(38)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(39)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(40)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(41)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(42)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(43)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(44)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(45)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(46)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(47)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(48)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(49)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(50)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(51)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(52)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(53)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(54)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(55)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(56)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(57)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(58)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(59)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(60)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(61)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(62)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(63)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(64)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(65)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(66)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(67)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(68)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(69)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(70)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(71)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(72)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(73)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(74)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(75)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(76)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(77)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(78)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(79)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(80)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(81)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(82)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(83)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(84)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(85)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(86)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(87)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(88)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(89)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(90)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(91)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(92)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(93)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(94)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(95)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(96)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(97)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(98)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(99)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15
(100)	1" x 1" x 1" x 1" x 1" x 1"	15	15	15

**PAVING CENTER**  
LANDSCAPE ARCHITECTURE  
4477 Pacifica Ln  
Moreno Valley, CA 91754  
Phone: (951) 347-8200  
Fax: (951) 347-8201  
www.pavingcenter.com

**CITY OF MORENO VALLEY**  
14300 ELWOOD ST. SUITE 100  
MORENO VALLEY, CA 91755  
761-347-8200

**PROJ. #111**

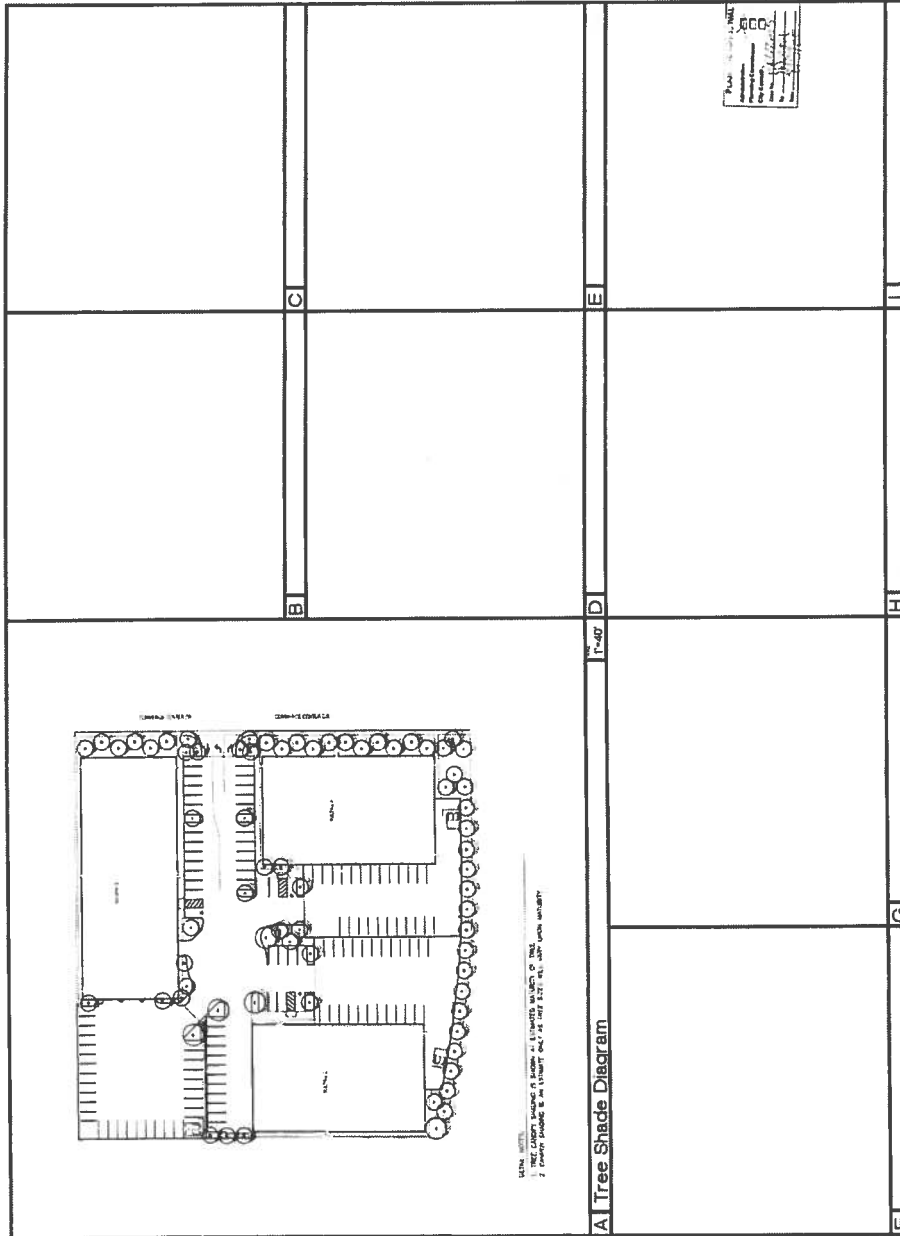
**NORTH**



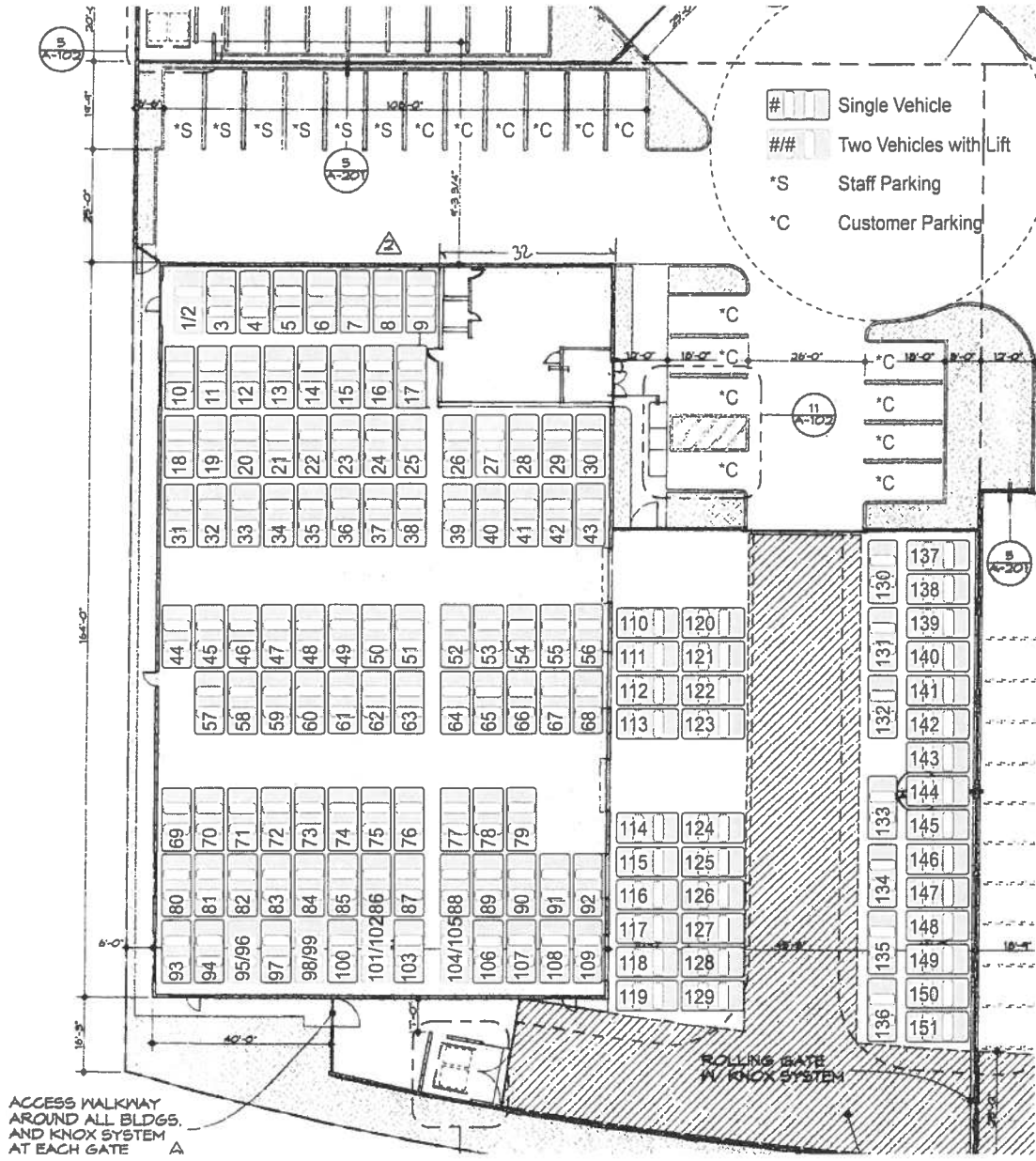


Attachment 12 (continued)

 <p><b>STILES CENTER</b> LANDSCAPE ARCHITECTURE 6455 Buckeye Ave Irvine, CA 92618 Phone (949) 454-6200 Fax (949) 454-6201 www.stilescenter.com</p>	<p><b>COMMERCE CENTER INDUSTRIAL</b> GERMANIA CORP 14000 CENTER ST SUITE 100 MORENO VALLEY CA 92553 JOB NUMBER: 15-000208 DRAWN BY: YS CHECKED BY: TML DATE: 7-18-09 REVISED:</p>		<p><b>PLANTING DETAILS</b></p>	<p>SCALE: N.T.S. </p>	<p><b>LP-4</b> SHEET NO. 01 OF 01</p>
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Attachment 13



Attachment 14

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2 14.0 11



407F/343A-ASPEN
CHP - Inland Division
847 E. Brier Dr.
San Bernardino, CA 92408
(909) 806-2400

Report Number: CA633N001554
Inspection Date: 05/07/2015
Start: 10:46 39 AM PT End: 10 53 34 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EXCLUSIVE RECOVERY INC
3777 PLACENTIA LANE
RIVERSIDE, CA 92501
USDOT#: 00897159 Phone#: (951)682-2003
MC/MX#: 390061 Fax#:
State#: 298003
Location: San Bernardino Area
Highway: SB OFFICE
County: SAN BERNARDINO, CA

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
MilePost: Shipper:
Origin: SAN BERNARDINO, CA Bill of Lading:
Destination: SAN BERNARDINO, C Cargo: EMPTY

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Contains two rows of vehicle data.

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2, 3, 4, 5. Rows for Right and Left Chamber with values C-20, C-30, C-30, C-30, C-30.

VIOLATIONS No Violations Were Discovered.

HazMat: No HM Transported

Placard: No Cargo Tank:

Special Checks: Traffic Enforcement

State Information:

Beat/Sub Area 851; Veh #1 Type 25; Veh #2 Type 31; Regulated Vehicle: Y; Pre-Cleared Vehicle: N;

Report Prepared By: C. KELLY

Badge #: 13982

Copy Received By:

Page 1 of 1



00897159 CA CA633N001554

X \_\_\_\_\_

X \_\_\_\_\_

Attachment 14 (continued)

STATE OF CALIF. IA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
TOW TRUCK INSPECTION GUIDE  
CHP 234B (Rev. 2-13) OPI 081

AREA NUMBER 840	COMPANY EXCLUSIVE TOWING (11)	CA NUMBER 298003	DOT NUMBER	LEGEND P = Pass F = Fail
YEAR 1999	MAKE Ford	MODEL F450 - e/c	LICENSE NUMBER 6c01191	VIN 1FDXW46fxxcc78919
GVMR KX	EQUIPMENT TYPE (CHECK APPROPRIATE BOX): <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input checked="" type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F		
/	/	Current Registration	4000 CVC	/	Parking Brake	26451 CVC
/	/	Headlights	24400 CVC	/	Windshield	28700 CVC
/	/	Beam Indicator	24408 CVC	/	Windshield Wipers	26706 CVC
/	/	Tail Lamps	24600 CVC	/	Mirrors	26709 CVC
/	/	License Plate Lamp	24601 CVC	/	Horn	27000 CVC
/	/	Stop Lamps	24603 CVC	/	Exhaust System	27150 CVC
/	/	Extension Lights	24605 CVC	/	Fuel Cap	27155 CVC
/	/	Backup Lamps (1989+)	24606 CVC	/	Tire Tread	27465 CVC
/	/	Reflectors, Rear	24607 CVC	/	Fenders/Mud Guards	27600 CVC
/	/	Reflectors, Front and Side (1958+)	24608 CVC	/	Broom	27700 CVC
/	/	Turn Signals	24951 CVC	/	Shovel	27700 CVC
/	/	Clearance Lamps (>80" Wide)	25100 CVC	/	Fire Extinguisher 4B, C Rating	27700 CVC
/	/	Amber Warning Lights	25253 CVC	/	Safety Chains	29004 CVC
/	/	Warning Devices (Reflectors)	25300 CVC	/	Signs	27907 CVC
/	/	Service Brakes	26311 CVC			

SERVICE AND OTHER EQUIPMENT

/	/	Flashlight		/	Hydraulic Jack	
/	/	Wrecking Bar (Large Pry Bar)		/	Tire Changing Equipment	
/	/	Six (6) 30-Minute Flares or 6 Reflectorized Cones, Min. 12" Ht.		/	Rubber Mallet / Hub Cap Tool (Classes A and B)	
/	/	Trash Cans & Absorbent		/	Lockout Tools (Classes A and B)	
/	/	Shop Rags or Paper Towels		/	Motorcycle Straps (Class A)	
/	/	Shop to Truck Communications (Cell phones / 2-way radio)		/	Sledge Hammer	
/	/	Fuel in Approved Containers (Classes A and B)		/	Tool Kit	
/	/	Booster Battery or Hot Box		/	Reflective Safety Attire	

TOWING EQUIPMENT

/	/	Manufacturer Rating Plates		/	Wrecker Controls	
/	/	Controls Labeled		/	Throttle Control	
/	/	Wrecker Boom Assembly		/	Hydraulic Rams, Hoses, Valves	
/	/	Wheel Lift Assembly		/	Cable Sheaves	
/	/	Body and Towing Equipment Mounting Bolts		/	Recovery Chain	
/	/	Winch Rating <i>KX</i> Boom Capacity:				

WHEEL LIFT

/	/	Pivot Pin		/	"L" Arms	
/	/	Wheel Lift Tie Down Safety Straps or Chains		/	Claw	

CONVENTIONAL

/	/	Tow Sling Assembly (Check for bent inner tubes)		/	Sling Pads	
---	---	---	--	---	------------	--

CAR CARRIER

/	/	Carrier Bed Frame		/	Bed Safety Lock	
/	/	Bed Hinges		/	Slide Pads	
/	/	Loading Bridle				

COMMENTS:

LOW AIR 3 OF 4 TOW DOLLY TIRES *BT*

INSPECTED BY (NAME & I.D. NUMBER)

*D. W. ... 16284*

DATE

*6-25-15*

TOW OPERATOR'S SIGNATURE

*[Signature]*

Destroy Previous Editions

Chp234B\_0213.pdf

Attachment 14 (continued)

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



407F/343A-ASPEN  
CHP - Inland Division  
847 E. Brier Dr.  
San Bernardino, CA 92408  
(909) 806-2400

Report Number: CA633N001550  
Inspection Date: 05/06/2015  
Start: 10:17:54 AM PT End: 10:30:00 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

#20  
Passed.

EXCLUSIVE RECOVERY INC  
3777 PLACENTIA LANE  
RIVERSIDE, CA 92501  
USDOT#: 00897159 Phone#: (951)682-2003  
MC/MX#: 390061 Fax#:   
State#: 298003

Driver: \_\_\_\_\_ State: \_\_\_\_\_  
License#: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
CoDriver: \_\_\_\_\_  
License#: \_\_\_\_\_ State: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

Location: San Bernardino Area MilePost: \_\_\_\_\_ Shipper: \_\_\_\_\_  
Highway: SB OFFICE Origin: SAN BERNARDINO, CA Bill of Lading: \_\_\_\_\_  
County: SAN BERNARDINO, CA Destination: SAN BERNARDINO, C Cargo: EMPTY

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	FORD	2008	CA	XCLSV20	20 / SIL	1FDAF56R58ED98418	19,500		21344760	

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS No Violations Were Discovered.

HazMat: No HM Transported

Placard: No Cargo Tank:

Special Checks: Traffic Enforcement

State Information:

Beat/Sub Area 851, Veh #1 Type 55: Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Responsible Person: CONV.

Report Prepared By  
C. KELLY

Badge #  
13982

Copy Received By:

Page 1 of 1



00897159 CA CA633N001550

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X \_\_\_\_\_

Attachment 14 (continued)

#26

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
TOW TRUCK INSPECTION GUIDE  
CHP 234B (Rev. 2-13) OPI 081

AREA NUMBER 870	COMPANY EXCLUSIVE TOWING (26)	CA NUMBER 298003	DOT NUMBER	LEGEND P = Pass F = Fail
YEAR 2006	MAKE Ford	MODEL F550	LICENSE NUMBER XCLSV26	VIN 1FDAW56P261C82332
GVWR 17950	EQUIPMENT TYPE (CHECK APPROPRIATE BOX) <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES  
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F	Item	CVC	P	F	Item	CVC
✓		Current Registration	4000	✓		Parking Brake	26451
✓		Headlights	24400	✓		Windshield	26700
✓		Beam Indicator	24408	✓		Windshield Wipers	26706
✓		Tail Lamps	24600	✓		Mirrors	26709
✓		License Plate Lamp	24601	✓		Horn	27000
✓		Stop Lamps	24603	✓		Exhaust System	27150
✓		Extension Lights	24605	✓		Fuel Cap	27155
✓		Backup Lamps (1969+)	24606	✓		Tire Tread	27465
✓		Reflectors, Rear	24607	✓		Fenders/Mud Guards	27500
✓		Reflectors, Front and Side (1988+)	24608	✓		Broom	27700
✓		Turn Signals	24851	✓		Shovel	27700
✓		Clearance Lamps (>80" Wide)	25100	✓		Fire Extinguisher 4B, C Rating	27700
✓		Amber Warning Lights	25253	✓		Safety Chains	29004
✓		Warning Devices (Reflectors)	25300	✓		Signs	27907
✓		Service Brakes	26311				

SERVICE AND OTHER EQUIPMENT

✓	Flashlight	✓	Hydraulic Jack
✓	Wrecking Bar (Large Pry Bar)	✓	Tire Changing Equipment
✓	Six (6) 30-Minute Flares or 6 Reflectorized Cones, Min. 12" Ht.	✓	Rubber Mallet / Hub Cap Tool (Classes A and B)
✓	Trash Cans & Absorbent	✓	Lockout Tools (Classes A and B)
✓	Shop Rags or Paper Towels	✓	Motorcycle Straps (Class A)
✓	Shop to Truck Communications (Cell phones / 2-way radio)	✓	Sledge Hammer
✓	Fuel in Approved Containers (Classes A and B)	✓	Tool Kit
✓	Booster Battery or Hot Box	✓	Reflective Safety Attire

TOWING EQUIPMENT

✓	Manufacturer Rating Plates	✓	Wrecker Controls
✓	Controls Labeled	✓	Throttle Control
✓	Wrecker Boom Assembly	✓	Hydraulic Rams, Hoses, Valves
✓	Wheel Lift Assembly	✓	Cable Sheaves
✓	Body and Towing Equipment Mounting Bolts	✓	Recovery Chain
✓	Winch Rating: 8R Boom Capacity		

WHEEL LIFT

✓	Pivot Pin	✓	"L" Arms
	Wheel Lift Tie Down Safety Straps or Chains	✓	Claw

CONVENTIONAL

	Tow Sling Assembly (Check for bent inner tubes)	✓	Sling Pads
--	---	---	------------

CAR CARRIER

✓	Carrier Bed Frame	✓	Bed Safety Lock
✓	Bed Hinges	✓	Slide Pads
✓	Loading Bridle		

COMMENTS  
 LUBRICATION STEERING GEAR OIL LAF 4 L/SIDE FULL TANK BOLTS LOOSE  
 12915 LAF 3 R/SIDE " " " "  
 8/1/10

INSPECTED BY (NAME AND NUMBER) SCOTT OLSON 13910 DATE 8/1/10 TOW OPERATOR'S SIGNATURE [Signature]

Destroy Previous Editions

Chp234B\_0213.pdf

Attachment 14 (continued)

#26

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
TOW TRUCK INSPECTION GUIDE  
CHP 234B (Rev. 2-13) OPI 081

AREA NUMBER <b>870</b>	COMPANY <b>EXCLUSIVE TOWING (26)</b>	CA NUMBER <b>298003</b>	DOT NUMBER	LEGEND <b>P = Pass</b> <b>F = Fail</b>
YEAR <b>2006</b>	MAKE <b>Ford</b>	MODEL <b>F550</b>	LICENSE NUMBER <b>XCLSV26</b>	VIN <b>1FDAW56P26E82332</b>
GVWR <b>17950</b>	EQUIPMENT TYPE (CHECK APPROPRIATE BOX) <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES  
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F	Item	Code	P	F	Item	Code
✓		Current Registration	4000 CVC	✓		Parking Brake	26451 CVC
✓		Headlights	24400 CVC	✓		Windshield	26700 CVC
✓		Beam Indicator	24408 CVC	✓		Windshield Wipers	26706 CVC
✓		Tail Lamps	24600 CVC	✓		Mirrors	26709 CVC
✓		License Plate Lamp	24601 CVC	✓		Horn	27000 CVC
✓		Stop Lamps	24603 CVC	✓		Exhaust System	27150 CVC
✓		Extension Lights	24605 CVC	✓		Fuel Cap	27155 CVC
✓		Backup Lamps (1969+)	24606 CVC	✓		Tire Tread	27465 CVC
✓		Reflectors, Rear	24607 CVC	✓		Fenders/Mud Guards	27600 CVC
✓		Reflectors, Front and Side (1988+)	24608 CVC	✓		Broom	27700 CVC
✓		Turn Signals	24851 CVC	✓		Shovel	27700 CVC
✓		Clearance Lamps (>80" Wide)	25100 CVC	✓		Fire Extinguisher 4B, C Rating	27700 CVC
✓		Amber Warning Lights	25253 CVC	✓		Safety Chains	29004 CVC
✓		Warning Devices (Reflectors)	25300 CVC	✓		Signs	27907 CVC
✓		Service Brakes	26311 CVC				

SERVICE AND OTHER EQUIPMENT

✓	Flashlight	✓	Hydraulic Jack
✓	Wrecking Bar (Large Pry Bar)	✓	Tire Changing Equipment
✓	Six (6) 30-Minute Flares or 6 Reflectorized Cones, Min. 12" Ht.	✓	Rubber Mallet / Hub Cap Tool (Classes A and B)
✓	Trash Cans & Absorbent	✓	Lockout Tools (Classes A and B)
✓	Shop Rags or Paper Towels	✓	Motorcycle Straps (Class A)
✓	Shop to Truck Communications (Cell phones / 2-way radio)	✓	Sledge Hammer
✓	Fuel in Approved Containers (Classes A and B)	✓	Tool Kit
✓	Booster Battery or Hot Box	✓	Reflective Safety Attire

TOWING EQUIPMENT

✓	Manufacturer Rating Plates	✓	Wrecker Controls
✓	Controls Labeled	✓	Throttle Control
✓	Wrecker Boom Assembly	✓	Hydraulic Rams, Hoses, Valves
✓	Wheel Lift Assembly	✓	Cable Sheaves
✓	Body and Towing Equipment Mounting Bolts	✓	Recovery Chain
✓	Winch Rating <b>8K</b> Boom Capacity		

WHEEL LIFT

✓	Pivot Pin	✓	"L" Arms
✓	Wheel Lift Tie Down Safety Straps or Chains	✓	Claw

CONVENTIONAL

✓	Tow Sling Assembly (Check for bent inner tubes)	✓	Sling Pads
---	---	---	------------

CAR CARRIER

✓	Carrier Bed Frame	✓	Bed Safety Lock
✓	Bed Hinges	✓	Slide Pads
✓	Loading Bridle		

COMMENTS  
 L61414 STEERING GEAR 26T L OF 4 W/SLIDE FULL TANK BOLTS LOOSE  
 1 OF 3 R/SIDE " " "  
 13915 5/1/10

INSPECTED BY (NAME & ID NUMBER) **SCOTT OLSON 13910** DATE **3/4/10** TOW OPERATOR'S SIGNATURE **[Signature]**

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Attachment 14 (continued)

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
TOW TRUCK INSPECTION GUIDE  
CHP 234B (Rev. 2-13) OPI 361

VEHICLE NUMBER	COMPANY	CA NUMBER	DOT NUMBER	EQUIPMENT
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN
2010	Kenworth	W900	CP78453	1NKWL40X31J280711
TRUCK	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)			
	<input type="checkbox"/> CONVENTIONAL	<input type="checkbox"/> UNDERLIFT	<input type="checkbox"/> TRUCK HITCH	<input type="checkbox"/> WHEEL LIFT
	<input type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F	DESCRIPTION	CVC	P	F	DESCRIPTION	CVC
/	/	Current Registration	4000	/	/	Parking Brake	26151
/	/	Headlights	24400	/	/	Windshield	26700
/	/	Beam Indicator	24408	/	/	Windshield Wipers	26706
/	/	Tail Lamps	24600	/	/	Mirrors	26709
/	/	License Plate Lamp	24601	/	/	Horn	27000
/	/	Stop Lamps	24603	/	/	Exhaust System	27150
/	/	Extension Lights	24605	/	/	Fuel Cap	27155
/	/	Backup Lamps (1969+)	24605	/	/	Tire Tread	27465
/	/	Reflectors, Rear	24607	/	/	Fenders/Mud Guards	27600
/	/	Reflectors, Front and Side (1968+)	24608	/	/	Broom	27700
/	/	Turn Signals	24951	/	/	Shovel	27700
/	/	Clearance Lamps (>80" Wide)	25100	/	/	Fire Extinguisher 4B, C Rating	27700
/	/	Amber Warning Lights	25253	/	/	Safety Chains	29004
/	/	Warning Devices (Reflectors)	25300	/	/	Signs	29007
/	/	Service Brakes	26311				

SERVICE AND OTHER EQUIPMENT

/	/	Flashlight	/	/	Hydraulic Jack
/	/	Wrecking Bar (Large Pry Bar)	/	/	Tire Changing Equipment
/	/	Six (6) 30-Minute Flares or 6 Reflectorized Cones, Min. 12" Ht.	/	/	Rubber Mallet / Hub Cap Tool (Classes A and B)
/	/	Trash Cans & Absorbent	/	/	Lockout Tools (Classes A and B)
/	/	Shop Rags or Paper Towels	/	/	Motorcycle Straps (Class A)
/	/	Shop to Truck Communications (Cell phones / 2-way radio)	/	/	Sledge Hammer
/	/	Fuel in Approved Containers (Classes A and B)	/	/	Tool Kit
/	/	Booster Battery or Hot Box	/	/	Reflective Safety Attire

TOWING EQUIPMENT

/	/	Manufacturer Rating Plates	/	/	Wrecker Controls
/	/	Controls Labeled	/	/	Throttle Control
/	/	Wrecker Boom Assembly	/	/	Hydraulic Rams, Hoses, Valves
/	/	Wheel Lift Assembly	/	/	Cable Sheaves
/	/	Body and Towing Equipment Mounting Bolts	/	/	Recovery Chain
/	/	Winch Rating: 10,500 X 2 Boom Capacity: 100K			

WHEEL LIFT

/	/	Pivot Pin	/	/	"L" Arms
/	/	Wheel Lift Tie Down Safety Straps or Chains			Claw

CONVENTIONAL

		Tow Sling Assembly (Check for bent inner tubes)			Sling Pads
--	--	---	--	--	------------

CAR CARRIER

		Carrier Bed Frame			Bed Safety Lock
		Bed Hinges			Side Pads
		Loading Bridle			

INSPECTED BY: 306221 13915 DATE: 2/25/15 SIGNATURE: [Signature]

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Attachment 14 (continued)

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
TOW TRUCK INSPECTION GUIDE  
CHP 234B (Rev. 2-13) OPI 061

AREA NUMBER: *840*  
 COMPANY: EXCLUSIVE TOWING (38)  
 CA NUMBER: 29R003  
 DOT NUMBER:   
 LEGEND:  P = Pass  F = Fail  
 YEAR: 2010  
 MAKE: Kenworth MODEL: T370 LICENSE NUMBER: XCLSV38 VIN: 2NK1HHN7X1AM231469  
 EQUIPMENT TYPE (CHECK APPROPRIATE BOX)  
 CONVENTIONAL  UNDERLIFT  TRUCK HITCH  WHEEL LIFT  CAR CARRIER

REQUIREMENTS FOR ALL CLASSES  
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F	
/	/	Current Registration	/	/	4000 CVC
/	/	Hearlights	/	/	24400 CVC
/	/	Beam Indicator	/	/	24406 CVC
/	/	Tail Lamps	/	/	24600 CVC
/	/	License Plate Lamp	/	/	24601 CVC
/	/	Stop Lamps	/	/	24603 CVC
/	/	Extension Lights	/	/	24605 CVC
/	/	Backup Lamps (1969+)	/	/	24606 CVC
/	/	Reflectors, Rear	/	/	24607 CVC
/	/	Reflectors, Front and Side (1968+)	/	/	24608 CVC
/	/	Turn Signals	/	/	24951 CVC
/	/	Clearance Lamps (>80" Wide)	/	/	25100 CVC
/	/	Amber Warning Lights	/	/	25253 CVC
/	/	Warning Devices (Reflectors)	/	/	25300 CVC
/	/	Service Brakes	/	/	26311 CVC
/	/		/	/	20451 CVC
/	/		/	/	26700 CVC
/	/		/	/	26706 CVC
/	/		/	/	26709 CVC
/	/		/	/	27000 CVC
/	/		/	/	27150 CVC
/	/		/	/	27155 CVC
/	/		/	/	27465 CVC
/	/		/	/	27600 CVC
/	/		/	/	27700 CVC
/	/		/	/	27700 CVC
/	/		/	/	27700 CVC
/	/		/	/	27700 CVC
/	/		/	/	29004 CVC
/	/		/	/	27507 CVC

SERVICE AND OTHER EQUIPMENT

/	/	Flashlight	/	/	Hydraulic Jack
/	/	Wrecking Bar (Large Pry Bar)	/	/	Tire Changing Equipment
/	/	Six (6) 30-Minute Flares or 6 Reflectorized Cones, Min. 12" Hi.	/	/	Rubber Mallet / Hub Cap Tool (Classes A and B)
/	/	Trash Cans & Absorbent	/	/	Lockout Tools (Classes A and B)
/	/	Shop Rags or Paper Towels	/	/	Motorcycle Straps (Class A)
/	/	Shop to Truck Communications (Cell phones / 2-way radio)	/	/	Sledge Hammer
/	/	Fuel in Approved Containers (Classes A and B)	/	/	Tool Kit
/	/	Booster Battery or Hot Box	/	/	Reflective Safety Attire

TOWING EQUIPMENT

/	/	Manufacturer Rating Plates	/	/	Wrecker Controls
/	/	Controls Labeled	/	/	Throttle Control
/	/	Wrecker Boom Assembly	/	/	Hydraulic Rams, Hoses, Valves
/	/	Wheel Lift Assembly	/	/	Cable Sheaves
/	/	Body and Towing Equipment Mounting Bolts	/	/	Recovery Chain
/	/	Winch Rating <i>OK</i> Boom Capacity	/	/	

WHEEL LIFT

/	/	Pivot Pin	/	/	"L" Arms
/	/	Wheel Lift Tie Down Safety Straps or Chains	/	/	Claw

CONVENTIONAL

/	/	Tow Sling Assembly (Check for bent inner tubes)	/	/	Sling Pads
---	---	---	---	---	------------

CAR CARRIER

/	/	Carrier Bed Frame	/	/	Bed Safety Lock
/	/	Bed Hinges	/	/	Slide Pads
/	/	Loading Bridle	/	/	

REMARKS: UNAPPLIED AIR TASS @ AIR DESIGN

INSPECTOR (NAME & ID NUMBER): *STACK #17975* DATE: *2-25-15* TOWING COMPANY SIGNATURE: *[Signature]*

Attachment 14 (continued)

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



407F/343A-ASPEN
CHP - Inland Division
847 E. Brier Dr.
San Bernardino, CA 92408
(909) 806-2400

Report Number: CA633N001543
Inspection Date: 05/06/2015
Start: 9:17:00 AM PT End: 9:43:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EXCLUSIVE RECOVERY INC
3777 PLACENTIA LANE
RIVERSIDE, CA 92501

USDOT#: 00897159 Phone#: (951)682-2003
MC/MX#: 390061 Fax#:
State#: 298003

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:

Location: San Bernardino Area
Highway: SB OFFICE
County: SAN BERNARDINO, CA

MilePost:
Shipper:
Origin: SAN BERNARDINO, CA Bill of Lading:
Destination: SAN BERNARDINO, C Cargo: EMPTY

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

Handwritten number: 21344762

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered

HazMat: No HM Transported

Placard: No Cargo Tank:

Special Checks: Traffic Enforcement

State Information:

Beat/Sub Area 851; Veh #1 Type 55, Regulated Vehicle Y, Pre-Cleared Vehicle: N, Responsible Person: FB;

I hereby declare each vehicle with a Y in the OOS column of the violation section of this report to be OUT-OF-SERVICE No person shall operate such vehicle until all OUT-OF-SERVICE defects have been repaired and the vehicle has been restored to safe operating condition

Signature Of Repairer X Facility Date

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions.

NOTE: If a citation was issued you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X Title Date

Report Prepared By: C. KELLY

Badge #: 13982

Copy Received By:

Page 1 of 1



00897159 CA CA633N001543

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X



Attachment 14 (continued)

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
TOW TRUCK INSPECTION GUIDE  
CHP 234B (Rev. 2-13) OPI 081

AIR NUMBER 840	COMPANY EXCLUSIVE TOWING (46)	CA NUMBER 298001	DOT NUMBER	LEGISL P = Pass	F = Fail
YEAR 2009	MAKE Kenworth	MODEL 1270	LICENSE NUMBER 8097878	VIN 2NKH1M6X69M231250	
CVA# 26K	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)				
<input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER					

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F		
/	/	Current Registration	4000 CVC	/	Parking Brake	26451 CVC
/	/	Headlights	24400 CVC	/	Windshield	26700 CVC
/	/	Beam Indicator	24408 CVC	/	Windshield Wipers	26706 CVC
/	/	Tail Lamps	24600 CVC	/	Mirrors	26709 CVC
/	/	License Plate Lamp	24601 CVC	/	Horn	27000 CVC
/	/	Stop Lamps	24603 CVC	/	Exhaust System	27150 CVC
/	/	Extension Lights	24605 CVC	/	Fuel Cap	27155 CVC
/	/	Backup Lamps (1969+)	24606 CVC	/	Tire Tread	27465 CVC
/	/	Reflectors, Rear	24607 CVC	/	Fenders/Mud Guards	27600 CVC
/	/	Reflectors, Front and Side (1968+)	24608 CVC	/	Broom	27700 CVC
/	/	Turn Signals	24951 CVC	/	Shovel	27700 CVC
/	/	Clearance Lamps (>80" Wide)	25100 CVC	/	Fire Extinguisher 4B, C Rating	27700 CVC
/	/	Amber Warning Lights	25253 CVC	/	Safety Chains	29004 CVC
/	/	Warning Devices (Reflectors)	25300 CVC	/	Signs	27907 CVC
/	/	Service Brakes	26311 CVC			

SERVICE AND OTHER EQUIPMENT

/	/	Flashlight	Hydraulic Jack
/	/	Wrecking Bar (Large Pry Bar)	Tire Changing Equipment
/	/	Six (6) 30-Minute Flares or 6 Reflectorized Cones, Min. 12" Ht	Rubber Mallet / Hub Cap Tool (Classes A and B)
/	/	Trash Cans & Absorbent	Lockout Tools (Classes A and B)
/	/	Shop Rags or Paper Towels	Motorcycle Straps (Class A)
/	/	Shop to Truck Communications (Cell phones / 2-way radio)	Sledge Hammer
/	/	Fuel in Approved Containers (Classes A and B)	Tool Kit
/	/	Booster Battery or Hot Box	Reflective Safety Attire

TOWING EQUIPMENT

/	/	Manufacturer Rating Plates	Wrecker Controls
/	/	Controls Labeled	Throttle Control
/	/	Wrecker Boom Assembly	Hydraulic Rams, Hoses, Valves
/	/	Wheel Lift Assembly	Cable Sheaves
/	/	Body and Towing Equipment Mounting Bolts	Recovery Chain
/	/	Winch Rating <u>15</u> Boom Capacity	

WHEEL LIFT

/	/	Pivot Pin	"L" Arms
/	/	Wheel Lift Tie Down Safety Straps or Chains	Claw

CONVENTIONAL

/	/	Tow Sling Assembly (Check for bent inner tubes)	Sling Pads
---	---	---	------------

CAR CARRIER

/	/	Carrier Bed Frame	Bed Safety Lock
/	/	Bed Hinges	Slide Pads
/	/	Loading Bridle	

COMMENTS:

INSPECTED BY NAME AND NUMBER: A. MORALES 16284      DATE: 2-25-15      TOW OPERATOR'S SIGNATURE: Gerardo Rodriguez Jr

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Attachment 14 (continued)

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.1C



407F/343A-ASPEN  
CHP - Inland Division  
847 E. Brier Dr.  
San Bernardino, CA 92408

Report Number: CA6C9J000793  
Inspection Date: 05/06/2015  
Start: 10:07:04 AM PT End: 10:11:42 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMERGENCY RECOVERY INC  
3000 LACENTIA LANE  
RIVERSIDE, CA 92501  
UNIT # #: 00897159 Phone #: (951)682-2003  
NIGHT # #: 390061 Fax#:

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:

Location: San Bernardino Area MilePost: Shipper:  
Hub: SB OFFICE Origin: SAN BERNARDINO, CA Bill of Lading:  
City: SAN BERNARDINO, CA Destination: SAN BERNARDINO, C Cargo: EMPTY

VEHICLE IDENTIFICATION

Unit #	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
00897159	PTRB	2014	CA	CP81048	48 / WHI	1NPWX4EX1ED188717	76,000		21344759	

VEHICLE ADJUSTMENTS

Adjustment	1	2	3
Control	C-20	C-30	C-30

VIOLATIONS: No Violations Were Discovered.

HM: No HM Transported.

Placard: No Cargo Tank:

SAFETY Checks: Traffic Enforcement

ADDITIONAL INFORMATION:

Area: 851; Veh #1 Type: 56; Regulated Vehicle: Y; Pre-Cleared Vehicle: N;

#48

Prepared By: J. CHEZ Badge #: 17130 Copy Received By: X

Page 1 of 1



00897159 CA CA6C9J000793

# Certificate Of Compliance

U.S. Department of Transportation, Federal Highway Administration  
Federal Motor Carrier Controlled Substances and Alcohol Use and Testing.

This certifies that

Exclusive Recovery Inc.  
DBA Exclusive Towing

has enrolled in an anti-drug and alcohol misuse prevention program  
as required by 49 CFR Part 382.

Enrollment Date: March 25, 2015  
Expiration Date: March 25, 2018



Advanced Workplace Strategies, Inc.  
17821 E. 17th Street, Suite 260  
Tustin, California 92780  
(714) 731-3084

A handwritten signature in black ink, appearing to read 'Steven L. Ferris'.

Steven L. Ferris  
Vice President

Attachment 15

Attachment 16

<b>ACORD. CERTIFICATE OF LIABILITY INSURANCE</b>		DATE(MM/DD/YYYY) 4/6/2015
PRODUCER Sea Crest Insurance Agency, Inc. 25255 Cabot Rd #206 Laguna Hills, CA 92653 (949) 951-5900		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Exclusive Recovery, Inc. DBA: Exclusive Towing 3777 Placentia Riverside, CA 92501 951-682-2003		INSURERS AFFORDING COVERAGE INSURER A: State National Insurance Co A/VIN 12831 CA INSURER B: State Compensation Ins Fund NR 35076 INSURER C: INSURER D: INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE WORD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Premises	XNDP-01554-00	04/09/15	04/09/16	EACH OCCURRENCE \$ 1,000,000 ✓
	GENL AGGREGATE LIMIT APPLIES PI R <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JCGI <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 ✓ GENERAL AGGREGATE \$ 2,000,000 ✓ PRODUCTS - COMP/OP AGG \$ 2,000,000 ✓
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> unins. motorist \$60,000 BI	XNDA-01554-00	04/09/15	04/09/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ✓
					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EAACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	9047745-15	03/01/15	03/01/16	<input checked="" type="checkbox"/> WC/STAT/TOBY/LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 ✓ E L DISEASE - EA EMPLOYEE \$ 1,000,000 ✓ E L DISEASE - POLICY LIMIT \$ 1,000,000 ✓
A	OTHER Cargo	XNDA-01554-00	04/09/15	04/09/16	\$ 250,000 Ded 1,000
A	Garagekeepers	XNDA-01554-00	04/09/15	04/09/16	\$ 500,000 Ded 1,000
A	Physical Damage	XNDA-01554-00	04/09/15	04/09/16	Comp&Coll Ded 1,000

APPROVED AS TO FORM:  
DATE 4-10-15  
BY: [Signature] CITY ATTORNEY CITY OF MORENO VALLEY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured as per attached General Liability Coverage Extension (GL 90 07 06 07) This insurance is primary and non contributory in regards to the general liability.

<b>CERTIFICATE HOLDER</b> City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE [Signature]
---	---

ACORD25(2001/08)

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## Attachment 16 (continued)

GL 90 07 06 07  
Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY COVERAGE EXTENSION ENDORSEMENT

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

The following is a summary of the limits additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

### SCHEDULE

Blanket Additional Insured When Required by Contract	Included
Broadened Definition of Mobile Equipment	Included
Damage to Premises Rented to You	Broadened Perils
Liberalization	Included
Medical Payments	Increased to \$10,000 per person (unless excluded)
Non-Owned Aircraft	If rented or loaned with a paid crew
Non-Owned Watercraft	Increased to 51 feet long
Notice of Occurrence	Included
Per Location and Per Project Aggregates	Included
Property Damage to "Customers' Goods"	Up to \$10,000 per "occurrence"
Property Damage to Borrowed Equipment	Up to \$10,000 per "occurrence"
Revised Exclusion for Expected or Intended Injury	Included
Supplementary Payments	
Bail Bonds	Up to \$2,500
Loss of Earnings	Up to \$300 a day
Unintentional Failure to Disclose Hazards	Included
Waiver of Transfer of Rights of Recovery	Included

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GL 90 07 06 07

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## Attachment 16 (continued)

GL 90 07 06 07  
Commercial General Liability

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Unless specifically stated in this endorsement, all other terms, conditions and exclusions of the policy remain unchanged.

Changes to SECTION I - COVERAGES

DAMAGE TO PREMISES RENTED TO YOU

- A. SECTION I - COVERAGE A., 2. Exclusions is amended to delete the last paragraph and is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

6. Subject to 5. above, the higher of \$300,000 or the Damage to Premises Rented to You Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT RENTED OR LOANED TO YOU WITH A CREW

Exclusion g. Aircraft, Auto or Watercraft, paragraph (2) is deleted in its entirety and replaced with the following:

- (2) A watercraft you do not own that is:  
(a) Less than 51 feet long; and  
(b) Not being used to carry persons or property for a charge.

The following is added to g. Aircraft, Auto or Watercraft:

- (6) An aircraft not owned by any insured that is rented or loaned to you, provided that:
1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
  2. It is rented with a trained, paid crew; and
  3. It does not transport persons or cargo for a charge.

If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in (2) (a) and (b) or (6) above, the insurance provided by this Coverage Form does not apply whether the other insurance is primary, excess, contingent, or issued on any other basis.

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## Attachment 16 (continued)

GL 90 07 06 07  
Commercial General Liability

### Changes to SECTION I - COVERAGE A - EXCLUSIONS

#### EXPECTED OR INTENDED INJURY

Exclusion 2. a. is deleted in its entirety and replaced by the following:

a. **Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### PROPERTY DAMAGE - BORROWED EQUIPMENT

A. **2. Exclusions, j. Damage to Property, (4) Personal Property in the care, custody or control of the insured;**

does not apply to "property damage" to borrowed equipment while that equipment:

1. is not being used to perform operations; and
2. is away from an insured's premises.

B. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.

C. **SECTION III - LIMITS OF INSURANCE** is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to borrowed equipment is \$10,000 per "occurrence".

#### PROPERTY DAMAGE - "CUSTOMERS' GOODS"

A. Paragraphs (3), (4) and (6) of Exclusion j. of SECTION I - COVERAGES, COVERAGE A does not apply to "property damage" to "customers' goods" while on your premises.

B. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary excess, contingent or on any other basis.

C. **SECTION III - LIMITS OF INSURANCE** is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to customers' goods is \$10,000 per "occurrence".

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## Attachment 16 (continued)

GL 90 07 06 07  
Commercial General Liability

### Changes to SECTION II - WHO IS AN INSURED

#### ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

### Changes to SECTION III - LIMITS OF INSURANCE

#### MEDICAL PAYMENTS

The following applies only if Medical Payments Coverage is not excluded from the policy to which this endorsement is attached:

Paragraph 7. is deleted in its entirety and replaced by the following:

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GL 90 07 06 07

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## Attachment 16 (continued)

GL 90 07 06 07  
Commercial General Liability

7. Subject to paragraph 5, the Medical Expense Limit is equal to the Medical Expense Limit stated in the Declarations, subject to a minimum of \$10,000 and is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

## PER LOCATION AND PER PROJECT AGGREGATES

SECTION III - LIMITS OF INSURANCE, is amended to add the following:

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a covered "location" or covered construction project:
1. A separate Per Location or Per Project General Aggregate Limit applies to each covered "location" or covered construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Per Location or Per Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
    - a. insureds;
    - b. claims made or "suits" brought; or
    - c. persons or organizations making claims or bringing "suits".
  3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Location or Per Project General Aggregate Limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Location or Per Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a covered "location" or covered project:
1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Per Location or Per Project General Aggregate Limit.
- C. When coverage for liability arising out of the products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per Location or Per Project General Aggregate Limit.
- D. **Definition**

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GL 90 07 06 07

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## Attachment 16 (continued)

GL 90 07 06 07  
Commercial General Liability

For the purposes of the Per Location and Per Project Aggregates, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- E. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provision of **Limits of Insurance (Section III)** not otherwise modified by this endorsement shall continue to apply as stipulated.

### Changes to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

#### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Item 8. **Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We agree to waive any right of recovery we may have against any person or organization with whom you have agreed by contract prior to an "occurrence" to waive such rights because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". The waiver applies only to the person or organization with whom you have agreed in a contract prior to an "occurrence" to waive such rights.

#### NOTICE OF OCCURRENCE

The following is added to paragraph 2. **Duties In The Event of Occurrence, Offense Claims or Suit:**

Your rights under the Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence, offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence" offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence" offense, claim or "suit".

#### UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

SECTION IV, **COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

- 10. Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of the Coverage Part, we shall not deny coverage under this coverage Part because of such failure.

#### LIBERALIZATION

SECTION IV, **COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

- 11. If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

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GL 90 07 06 07

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## Attachment 16 (continued)

GL 90 07 06 07  
Commercial General Liability

## Changes to SECTION V - DEFINITIONS

12. **Mobile Equipment**, paragraph f. (1) is amended to add the following:

This shall not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

The following definition is added:

23. **"Customers' goods"** means tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers goods" does not include:
- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities; or
  - b. Animals; or
  - c. Contraband, or property in the course of illegal transportation or trade; or
  - d. Personal property while airborne or waterborne; or
  - e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance; or
  - f. Vehicles or self-propelled machines (including aircraft or watercraft) that are licensed for use on public roads.  
  
This paragraph does not apply to:  
(1) Vehicles or self-propelled machines, other than autos, you hold for sale; or  
(2) Rowboats or canoes out of water at the described premises;
  - g. The following property while outside of buildings:  
(1) Grain, hay straw or other crops;  
(2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or plants held for sale).

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Attachment 17

CITY of Moreno Valley
INDEPENDENT CONTRACTOR AGREEMENT
Rotational Tow Services Program

This Agreement is made by and between the CITY of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "CITY", and the following named independent contractor, hereinafter referred to as the "TOW OPERATOR," based upon CITY policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as an independent contractor; and
B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the CITY signs this Agreement.

TOW OPERATOR INFORMATION

Tow Operator's Business/Company Name: EXCLUSIVE TOWING
Authorized Representative: Gerald Kohutek, President
Address: 14451 Commerce Center Drive
City: Moreno Valley State: California Zip: 92553
Business Phone: 951-682-2003 Fax No.: 951-682-2043

WITNESSETH

WHEREAS, the CITY seeks to engage the services of the TOW OPERATOR to participate in CITY Rotational Tow Services Program for towing services throughout the City of Moreno Valley for the removal of vehicles from the public right-of-way (i.e., "Off-site Vehicle Removal") and the removal of inoperable vehicles from private property (i.e., "Vehicle Abatement Services") at no cost or charge to the CITY, or its contract services with the Riverside County Sheriff's Department and the Riverside County Fire Department and its service provider, Cal Fire, and

WHEREAS, the CITY agrees to utilize, on a rotational basis, for Off-Site Vehicle Removal and Vehicle Abatement Services, only those TOW OPERATOR(s) located in the City of Moreno Valley, as defined herein and as set forth in Chapter 12.14, Police and City of Moreno Valley Rotational Tow Service of the Moreno Valley Municipal Code and attached hereto as Exhibit "A" and made a part hereof, who have signed an Agreement with the CITY, and

WHEREAS, the TOW OPERATOR who is a signatory to this Agreement, has completed and submitted the necessary information and other documents required by the CITY (hereinafter call "Request for Proposal or RFP") attached hereto as Exhibit "B" and made a part hereof, to provide Rotational Towing Services within its corporate boundaries, and

Attachment 17 (continued)

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

CITY OF MORENO VALLEY

TOW OPERATOR

By: Richard Bopf for  
Title: William L. Bopf  
Interim City Manager

By: [Signature]  
Title: Gerald Kohutek  
President

Date: 12/23/10

Date: 12-22-10

APPROVED AS TO LEGAL FORM:

By: [Signature]  
Robert L. Hansen  
City Attorney

Date: 12-22-10

- Attachments:
- Exhibit A: Municipal Code, Chapter 12.14
- Exhibit B: Request for Proposal (RFP)
- Exhibit C: Tow Operator Proposal



## Attachment 17 (continued)

Effective January 1, 2015, at 0001 hours:

## City of Riverside Approved Vehicle Towing Rate Schedule

<b>TYPE OF SERVICE</b>	<b>MAXIMUM APPROVED RATE</b>
STANDARD (CHP Class A)	\$233.00 / \$175.00
MEDIUM DUTY (CHP Class B)	\$269.00 / \$207.00
HEAVY DUTY (CHP Class C)	\$334.00 / \$269.00
SUPER HEAVY DUTY (CHP Class D)	\$381.00 / \$311.00
 EXTRA LABOR AT THE SCENE (Standard - CHP Class A only)	 \$116.50 / \$87.50 Per half hour, or portion thereof (after first 30 minutes)
DOLLIES (if required)	\$45.00 (no extra labor allowed)
 <b>VEHICLE STORAGE (OUTSIDE)</b>	 <b>MAXIMUM APPROVED RATE</b>
STANDARD (CHP Class A)	\$50.00 / \$42.00 (per vehicle per day)
MEDIUM DUTY (CHP Class B)	\$52.00 / \$47.00 (per vehicle per day)
HEAVY DUTY (CHP Class C)	\$59.00 / \$52.00 (per vehicle per day)
SUPER HEAVY DUTY (CHP Class D)	\$59.00 / \$52.00 (per vehicle per day)
 <b>VEHICLE STORAGE (INSIDE)</b>	 <b>MAXIMUM APPROVED RATE</b>
STANDARD (CHP Class A)	\$54.00 / \$46.00 (per vehicle per day)
MEDIUM DUTY (CHP Class B)	\$56.00 / \$50.00 (per vehicle per day)
HEAVY DUTY (CHP Class C)	\$66.00 / \$54.00 (per vehicle per day)
SUPER HEAVY DUTY (CHP Class D)	\$67.00 / \$55.00 (per vehicle per day)
 <b>SPECIAL SERVICES</b>	 <b>MAXIMUM APPROVED RATE</b>
GATE FEE (After business hours/on weekends)	\$116.50 / \$87.50
SERVICE CALLS	\$116.50 / \$87.50 (first half hour) \$58.25 / \$43.75 (per quarter hour thereafter)



Attachment 17 (continued)



*City of Riverside*

FINANCE DEPARTMENT - PURCHASING DIVISION  
 3900 MAIN STREET, CITY HALL  
 RIVERSIDE, CA 92522  
 951-828-4661  
 FAX 951-828-5878

**PURCHASE ORDER NO.**  
**070645**  
 TO RECEIVE PROPER PAYMENT THE ABOVE PO NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES, CORRESPONDENCE, ETC.

DATE: 07/05/06  
 BUYER: MALCOLM SCOTT

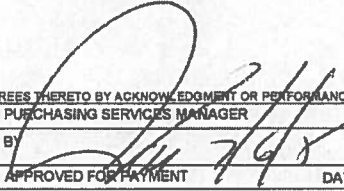
VENDOR: EXCLUSIVE TOWING  
 3777 PLACENTIA LN  
 RIVERSIDE, CA 92501

SHIP & BILL TO: CITY OF RIVERSIDE  
 GS - FLEET MAINTENANCE  
 8095 LINCOLN AVE \*  
 RIVERSIDE, CA 92504

ATTN: R. BAZEMORE

Req. # R47508	Vendor # 0002473	Ship Via	Freight Terms	FOB
Purch Loc S22151	Source of Quote BID #MS1482	Confirmed To DESI PETERSON	Payment Terms NET/30	Del Date
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
30,000	EA	GOODS/SERVICES NOTED BELOW FOR 7/1/06-6/30/07: (645) TOWING SERVICES AS NEEDED FOR THE CITY FLEET MAINTENANCE, IN ACCORDANCE WITH BID #MS1482, EXTENDED FOR ONE YEAR. PERSONS AUTHORIZED TO REQUEST SERVICE: MARTIN BOWMAN      BRIAN FISHER      KEN LATHROP CHRISTINE BELL      JEFF BALDWIN      GARRETT REYNOLDS ROSALIE BAZEMORE - WHEN PLACING ORDERS CONTACT: DISPATCH (951) 682-2003 FOR BILLING QUESTIONS, CONTACT: DESI PETERSON (951) 682-2003 THIS IS A NON-EXCLUSIVE, INDEFINITE QUANTITY PURCHASE ORDER. THE ATTACHED ADDITIONAL TERMS & CONDITIONS, AS MARKED, APPLY TO THIS PURCHASE ORDER AND IF NOT COMPLIED WITH, THEN THE PURCHASE ORDER MIGHT BE SUBJECT TO CANCELLATION.	1.00	30,000.00
2215000	424250	30,000.00	TOTAL	30,000.00

NOTE: THE TERMS AND CONDITIONS STATED ON THE REVERSE SIDE HEREOF ARE APPLICABLE TO THIS ORDER AND SELLER AGREES THERETO BY ACKNOWLEDGMENT OR PERFORMANCE

CITY MANAGER (IF REQUIRED)	FINANCE DIRECTOR (IF REQUIRED)	PURCHASING SERVICES MANAGER
BY	BY	BY 
VENDOR ACKNOWLEDGMENT	DATE RECEIVED (IN FULL OR AS NOTED)	DATE APPROVED FOR PAYMENT
BY	BY	BY

VENDOR - COPY

Attachment 17 (continued)



**City of Riverside**  
 FINANCE DEPARTMENT - PURCHASING DIVISION  
 3800 MAIN STREET, CITY HALL  
 RIVERSIDE, CA 92522  
 951-928-6661  
 FAX 951-928-8878

**PURCHASE ORDER NO.**  
**060645**  
TO RECEIVE PROPER PAYMENT THE ABOVE PO NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES, CORRESPONDENCE, ETC.

DATE: 10/07/05  
 BUYER: MALCOLM SCOTT  
 \*\*\* CHANGE ORDER # 1 \*\*\*

**VENDOR: EXCLUSIVE TOWING**  
 3777 PLACENTIA LN  
 RIVERSIDE, CA 92501

**SHIP & BILL TO: CITY OF RIVERSIDE**  
 GS - FLEET MAINTENANCE  
 8095 LINCOLN AVE  
 RIVERSIDE, CA 92504

ATTN: ROSALIE BAZEMORE

Req. # R40352	Vendor # 0002473	Ship Via	Freight Terms	FOB Will Call
Purch Loc S22151	Source of Quote MS#1482	Confirmed To DESI 7/1/05	Payment Terms 18-30	Del Date
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
15,000	EA	GOODS/SERVICES NOTED BELOW FOR 7/1/05-6/30/2006 (645) TOWING SERVICES AS NEEDED FOR THE CITY FLEET MAINTENANCE, IN ACCORDANCE WITH CITY OF RIVERSIDE BID #MS1482.  PERSONS AUTHORIZED TO REQUEST SERVICE: MARTIN BOWMAN    BRIAN FISHER    KEN LATHROP JEFF BALDWIN    ROSALIE BAZEMORE    GARRETT REYNOLDS  WHEN PLACING ORDERS CONTACT: DISPATCH (951) 682-2003 FOR BILLING QUESTIONS, CONTACT: DESI PETERSON (951) 682-2003	1.00	15,000.00
0	NO	***    ***    ***    ***    ***    ***    ***    *** THIS IS A NON-EXCLUSIVE, INDEFINITE QUANTITY PURCHASE ORDER. THE ATTACHED ADDITIONAL TERMS & CONDITIONS, AS MARKED, APPLY TO THIS PURCHASE ORDER AND IF NOT COMPLIED WITH, THEN THE PURCHASE ORDER MIGHT BE SUBJECT TO CANCELLATION.	0.00	Unknown
10,000	EA	CO#1 10/7/05: INCREASE PO TO COVER EXPENSES	1.00	10,000.00
2215000 424250			25,000.00	TOTAL 25,000.00
2215000 425700			0.00	

NOTE: THE TERMS AND CONDITIONS STATED ON THE REVERSE SIDE HEREOF ARE APPLICABLE TO THIS ORDER AND SELLER AGREES THERETO BY ACKNOWLEDGMENT OR PERFORMANCE

CITY MANAGER (IF REQUIRED)	FINANCE DIRECTOR (IF REQUIRED)	PURCHASING SERVICES MANAGER
BY	BY	BY <i>[Signature]</i> 10/7/05
VENDOR ACKNOWLEDGMENT	DATE	RECEIVED (IN FULL OR AS NOTED)
BY	DATE	DATE
		APPROVED FOR PAYMENT
		DATE
		BY

VENDOR - COPY

## Attachment 17 (continued)



"People Serving  
People"

## CITY OF RIVERSIDE



June 6, 2005

Ms. Desiree Peterson  
Exclusive Towing  
3777 Placentia Avenue  
Riverside, California 92501

Dear Ms. Peterson:

On behalf of the City of Riverside, I wish to thank you for responding to the Request for Proposals (RFP) for a General Abatement Contractors' Panel.

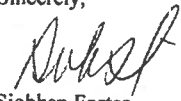
I am pleased to inform you that the City of Riverside's Consultant Selection Committee has selected Exclusive Towing as one of the firms it wishes to retain to provide "Specific Project Work" involving the abatement of public nuisances on public or private property by trimming and/or removing dry weeds and vegetation, by removing trash and debris and/or discarded items and by boarding to FHA standards vacant structures within the City, as determined by the City and pursuant to either written consent by the property owner(s) and/or tenant(s) or by court issued warrant.

Each successful contractor is required to enter into a Master Agreement with the City. Two original copies of the Master Agreement are enclosed. The Master Agreement must be signed by the Contractor in duplicate counterpart and returned, together with required evidence of insurance not later than June 20, 2005. No Master Agreement will be binding upon the City until executed by both the Contractor and the City Manager. The City Manager will execute the Master Agreement upon authorization from the City Council and submission of all necessary insurance documents by the Contractor.

**The Contractor's failure to execute the Master Agreement and to provide all necessary insurance within the time limit may be just cause for exclusion from the Panel**

Thank you in advance for your cooperation. Should you have any questions, please contact me at (951) 826-5568.

Sincerely,

  
Siobhan Foster  
Deputy Public Works Director

## PUBLIC WORKS DEPARTMENT

3900 MAIN STREET • RIVERSIDE, CALIFORNIA 92522 • (951) 826-5341  
FAX: (951) 826-5542 • [www.riversideca.gov](http://www.riversideca.gov)

## Attachment 17 (continued)



"People Serving  
People"

## CITY OF RIVERSIDE



June 6, 2005

Ms. Desiree Peterson  
Exclusive Towing  
3777 Placentia Lane  
Riverside, California 92501

Dear Ms. Peterson:

On behalf of the City of Riverside, I wish to thank you for responding to the Request for Proposals (RFP) for an Inoperable Vehicle Abatement Contractors' Panel.

I am pleased to inform you that the City of Riverside's Consultant Selection Committee has selected Exclusive Towing as one of the firms it wishes to retain to provide "Specific Project Work" involving the removal and disposal of inoperable vehicles within the City, as determined by the City and pursuant to either written consent by the property owner(s) and/or tenant(s) or by court issued warrant.

*6/22/05*  
Each successful contractor is required to enter into a Master Agreement with the City. Two original copies of the Master Agreement are enclosed. The Master Agreement must be signed by the Contractor in duplicate counterpart and returned, together with required evidence of insurance not later than June 20, 2005. No Master Agreement will be binding upon the City until executed by both the Contractor and the City Manager. The City Manager will execute the Master Agreement upon authorization from the City Council and submission of all necessary insurance documents by the Contractor.

**The Contractor's failure to execute the Master Agreement and to provide all necessary insurance within the time limit may be just cause for exclusion from the Panel**

Thank you in advance for your cooperation. Should you have any questions, please contact me at (951) 826-5568.

Sincerely,

Siobhan Foster  
Deputy Public Works Director

## PUBLIC WORKS DEPARTMENT

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FAX: (951) 826-5542 • [www.riversideca.gov](http://www.riversideca.gov)

## Attachment 17 (continued)

State of California—Transportation Agency

EDMUND G. BROWN Jr., Governor

## DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

San Bernardino Area  
 2211 Western Ave.  
 San Bernardino, CA. 92411  
 (909) 383-4247  
 (800) 735-2929 (TT/TDD)  
 (800) 735-2922 (Voice)



June 22, 2015

File No.: 860.12501.15495

Exclusive Towing  
 2061 W. Placentia Lane  
 Colton, CA 92324

Dear Tow Manager:

Congratulations, you have been approved to continue to participate in the tow rotation for the California Highway Patrol, San Bernardino Area. As a reminder, rate changes, if any, are effective July 1, 2015.

For informational purposes, all tow-related CHP forms, with the current revision dates, and the 2015-2016 Tow Service Agreement, are available at the following internet website address:  
<http://www.chp.ca.gov/programs/rotation.html>.

If you have any questions, feel free to contact Officer Rios at (909) 383-4247.

Sincerely,

G. E. DOMINGUEZ, Captain  
 Commander  
 San Bernardino Area

*Safety, Service, and Security*



*An Internationally Accredited Agency*

Attachment 17 (continued)



June 20, 2002

Exclusive Towing  
2061 West Placentia Lane  
Colton, CA 92324

Subject: Notice of Towing Franchise Award, Police Department

Dear Mr. Kohutek:

At the Council meeting of June 18, 2002, the City Council made a towing franchise award to Exclusive Towing. This letter constitutes the notice to execute the contract documents.

Enclosed please find three (3) sets of contract documents. Please execute and return all three sets of the Agreement along with your insurance certificates as stated in the towing franchise documents.

One set of signed contract documents will be returned to you along with the Notice to Proceed.

A City of Colton Business license is required for this project. If you have any questions, please contact me at 909/370-5048.

Sincerely,

Mary J. Scribner  
Purchasing Manager

MJS

Enclosures

CIVIC CENTER  
650 N. La Cadena Drive  
Colton, CA 92324  
(909) 370-5099

## Attachment 18

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## A Message From The California Tow Truck Association Education Department

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Safety is our first concern. Operation of the towing equipment you drive is your responsibility. This manual contains many key safety points, many of which are related to actual manufacturer's specifications.

Please note that the equipment you use may be different than the equipment used in this book.

Always check the manufacturer's instructions before using any equipment or tools and follow the recommended safety guidelines or procedures. If you find any conflicts between the manufacturer's instructions and those in this manual, follow the manufacturer's instructions.

Since equipment in our industry may vary, confirm the specific use and safety instructions of the equipment you use. In addition, apply all towing and safety recommendations from the manufacturer of vehicles you may tow or service.

Please do not ignore or alter any applicable safety precautions as doing so may result in accidents, injuries, and in some cases, death. Your safety and the safety of others is always our first concern.



Attachment 18 (continued)

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Attachment 19

4.a: City of Moreno Valley  
Rotational Tow Service Program – Approved Rate Table  
Effective Date: January 1, 2016

<u>Service:</u>	<u>Class A:</u>	<u>Class B:</u>	<u>Class C:</u>	<u>Class D:</u>
Hourly Rate-CHP 180, 6:00a-6:00p	\$200.00/hr	\$250.00/hr	\$315.00/hr	\$350.00/hr
Hourly Rate-CHP 180, 6:01p-5:59a	\$200.00/hr	\$250.00/hr	\$315.00/hr	\$374.00/hr
Service Call-no CHP 180	\$100.00/hr	\$125.00/hr	\$157.50/hr	\$175.00/hr
Gate Fee	\$100.00	\$100.00	\$100.00	\$100.00
Inside Storage	\$60.00/dy	\$75.00/dy	\$75.00/dy	\$90.00/dy
Outside Storage	\$50.00/dy	\$70.00/dy	\$70.00/dy	\$70.00/dy

	<u>Class A</u>	<u>Class B</u>	<u>Class C</u>
Maximum Response Time 6:00am-6:00pm	20 min	40 min	40 min
Maximum Response Time 6:01pm-5:59am	20 min	45 min	45 min

<u>Special Equipment:</u>	<u>Rate:</u>
48' Landall/Tractor	\$220/hr
48' Low bed/Tractor	\$220/hr
Roll-Off Truck	\$220/hr + Dump Fees
Retail Equipment/Specialized Labor	Cost + 10%
Lien Fee (Vehicles valued below \$4000)	\$70.00
Lien Fee (Vehicles valued \$4000 or more)	\$100.00

**Attachment 20**  
Some of Our Equipment:



Attachment 20 (continued)



Attachment 20 (continued)



Attachment 20 (continued)



**Attachment 20 (continued)**  
Some of Our Specialty Equipment



Attachment 20 (continued)







## ADDENDUM

### Rotational Tow Service Program RFP Submittal

#### Exclusive Towing

- Statement of Acceptance

STATEMENT OF ACCEPTANCE

Exclusive Recovery Inc (dba Exclusive Towing) accepts all stated conditions as indicated in RFP for City of Moreno Valley Rotational Tow Service Program 1/1/2016-12/31/2020 and the Moreno Valley Municipal Code requirements as stated in Chapter 12.14.

Signed by:

*[Handwritten signature]*

Date:

*10/23/15*

List any exceptions:

None



**REQUEST FOR PROPOSALS**  
**City of Moreno Valley Rotational Tow Service Program**

**THIS SECTION TO BE COMPLETED BY TOW OPERATOR/APPLICANT.**

1.	Company Name:	MORENO VALLEY TOW	
2.	DBA:	DOYLE G TUCKER DBA MORENO VALLEY TOW	State any DBA's used by company
3.	Organizational Structure:	SOLE PROPRIETORSHIP	State if incorporation or sole proprietorship, or other.
	Federal Tax Identification No.	33-0520643	
4.	Owner/Principal Years of Experience:	28 YEARS	Minimum of 3-years verifiable years of for-hire towing experience.
5.	Address: Administrative Office(s)	17007 KITCHINS ST MORENO VALLEY, CA 92551	
6.	Address: Vehicle Storage Facility (if separate from office)	SAME	Storage facilities must be located within the City and clearly marked.
7.	City of Moreno Valley Business License Number:	045323	All businesses operating within the Moreno Valley city limits are required to obtain a City Business License.
8.	Certificate of Insurance		Must be attached. Requirements listed below.
9.	Storage Facility:		
	Number of outside storage spaces:	300	Storage space for a minimum of 150 vehicles. Each impounded or stored vehicle shall be a minimum of 2.5 feet from any other vehicle.
	Do you have the required space between vehicles? YES or NO	YES	
	Number of secured inside storage spaces:	10	Minimum of 5 indoor secured storages spaces.
	Type of security system:	ADT ALARM, CAMERA SYSTEM	Indoor and outdoor storage shall be monitored by an electronic monitoring or security system.
	Type and location of lighting:	HALEGON LIGHTS ON BUILDINGS	Storage facilities shall be properly lighted.
	Type of fencing or wall security vehicles stored.	METAL WALLS 8FT HIGH BOBWIRE W/RAZOR WIRE ABOVE	Shall be secured by a 6 foot high fence.
10.	Owner Retrieval – Provide Hours of Operation	M-F 8-5 AFTER HOURS 24/7	Owners shall be able to retrieve a stored vehicle 24 hours a day, 7 days a week, including holidays within 1 hour notification by Police Dept. or City that the vehicle can be released to owner or agent.
11.	<b>Contact Information</b>		
	Owner Name(s):	DOYLE (GLENN) TUCKER	
	Authorized Representative:		If different than Owner listed above.
	Telephone Number:	(951)485-6486	
	Fax Number:	(951)485-6488	
	E-Mail Address:	MOVALTOW@AOL.COM	
12.	Statement of Acceptance	Attached	
13.	Required Attachments	Attached	

MORENO VALLEY TOW \_\_\_\_\_(Company Name), represented by \_\_DOYLE G TUCKER \_\_\_\_\_(Representative Name), accepts all conditions and requirements contained in this RFP, Chapter 12.14 of the Moreno Valley Municipal Code:

Signed by:

*[Handwritten Signature]*

\_\_\_\_\_

Date:

10/15/15

\_\_\_\_\_

List any exceptions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## REQUIRED ATTACHMENTS

- Check payable to CITY OF MORENO VALLEY in the amount of \$2,998.00 (non-refundable)
- City of Moreno Valley Business License
- Motor Vehicle Permit
- Certificate of Insurance

A. Insurance Requirements. Where determined applicable by the CITY, TOW OPERATOR will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

- I. General Liability Insurance: To protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the TOW OPERATOR, sub-TOW OPERATOR, or any person acting for the TOW OPERATOR or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:
  - a. Bodily Injury \$1,000,000 per occurrence/ \$2,000,000 aggregate
  - b. Property Damage \$500,000 per occurrence/ \$500,000 aggregate

- II. Minimum Limits of Insurance: Commercial Business Automobile Liability: \$500,000 per accident for bodily injury and property damage with a combined single limit for Class A tow trucks. The combined single limits for Class B, C, and D shall be not less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.

- III. On-Hook Coverage: Insuring the vehicle in tow with limits based on the size of the tow truck.
  - a. Class A Tow Truck: \$ 25,000
  - b. Class B Tow Truck: \$ 50,000
  - c. Class C Tow Truck: \$100,000
  - d. Class D Tow Truck: \$100,000

- I. Garage Liability: Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$50,000.

- a. Garage Keepers Liability: Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the TOW OPERATOR in the storage yard.

- b. Uninsured Motorist: Legal minimum combined single limit. In no case shall the required insurance coverage have a deductible greater than \$1,000.

- c. Deductibles and Self-Insured Retention: Any deductible of self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respect to the City, its officers, officials, employees and volunteers; or the OPERATOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- d. Worker's Compensation Insurance: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the TOW OPERATOR and the CITY, Moreno Valley Housing Authority, and Community Services District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the TOW OPERATOR in the course of carrying out the Agreement. This coverage may be waived if the TOW OPERATOR is determined to be functioning as a sole proprietor and the CITY provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on CITY/Moreno Valley Housing Authority/Community services District premises. Such coverage

limits shall not be less than \$1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to City Attorney prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the CITY, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the TOW OPERATOR shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

- **List of Personnel**

Requirements: Identify all personnel that will provide services under the City's RTS Program. Include all drivers, supervisory and office personnel – Names and Titles only. DO NOT INCLUDE social security, driver license numbers or addresses. Application information is considered "public" information and will not be edited.

NOTE: Operators will be required to provide driver DMV records and color scan of California Driver's License in .pdf format upon approval to participate in program.

- **List of Vehicles and Equipment**

Requirements:

Equipment. Identify in detail each vehicle and related equipment towing business would utilize in the City's RTS program (Class A, B, C, and D tow trucks). Include the make, model, year and equipment of each vehicle.

NOTE: Operators will be required to provide 1) copy of current vehicle registration, 2) copy of current California Highway Patrol Forms CHP407F, Safetynet Driver/Vehicle Inspection Report and CHP 234B, Tow Truck Inspection Guide for each Tow Truck participating in the RTS Program, 3) Auto insurance cab card for each vehicle upon approval to participate in program.

- **Site Plan**

Requirements:

Facilities. Provide the address of your towing business' administrative office(s) and vehicle storage facility(ies). A fully dimensioned Site Plan of the tow operator's administrative office/storage yard shall be submitted with the application package. Plans shall be drawn to an engineer scale not to exceed 1" = 50' or less than 1" = 20', with a north arrow oriented to top of the Plan. The Plan shall be prepared as follows:

- I. Name, address and phone number of the applicant/tow operator,
- II. Property lines and lot dimensions,
- III. Dimensions of all access points to the site (pedestrian and vehicular), off-street parking areas, loading areas, and parking spaces for customers and employees,
- IV. Location of all building structures and the distances between buildings and the property lines,
- V. Location of all driveways and landscape planters or areas,
- VI. Location of all building security lights and parking lot lights (refer to Chapter 12.14 for security requirements),
- VII. Location and type of perimeter fencing, and
- VIII. Evidence that indicates the lot will accommodate the minimum number of cars required in Chapter 12.14 and comply with the required parking standards outlined in Chapter 9.11 of the Moreno Valley Municipal Code.

# CITY OF MORENO VALLEY

# BUSINESS LICENSE TAX RECEIPT

The person, firm or corporation named below has paid the appropriate fees to the City and is hereby granted this business license tax receipt for the business described below. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of any law or ordinance. The City does not pass on the qualifications of the holder of this business license tax receipt.

**Business Name:** Moreno Valley Tow  
**Business Location:** 17007 Kitching St, Moreno Valley, CA 92551  
**Business Owner:** Doyle Glenn Tucker

**BUSINESS TYPE:** 997  
**Description:** Rotational Tow

**BUSINESS LICENSE #:** 04532  
**Effective Date:** January 01, 2015  
**Expiration Date:** December 31, 2015

MORENO VALLEY TOW  
17007 KITCHING ST  
MORENO VALLEY, CA 92551



Richard Teichert  
Chief Financial Officer

**TO BE POSTED IN A CONSPICUOUS PLACE**

**NOT TRANSFERABLE**





DEPARTMENT OF MOTOR VEHICLES  
A Public Service Agency

# MOTOR CARRIER PERMIT

DEPARTMENT OF MOTOR VEHICLES  
Registration Operations Division  
P.O. BOX 932370 Sacramento, CA. 94232-3700

DOYLE GLENN TUCKER  
17007 KITCHING ST  
MORENO VALLEY, CA 92551

Valid From:

03/01/2015

Valid Through:

02/29/2016

CA#:

0143700

The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:

For Hire  
Full Year  
~~Individual~~

Pmt Date: 01/22/2015

Office #: 154

Account #: 16587

Tech ID: DR

Sequence #: 0017

Amt Paid: \$475.00

!!!IMPORTANT REMINDERS!!!

A.12.d

Packet Pg. 402

PRODUCER  
 Men Insurance Services, Inc.  
 22231 Mulholland Hwy. #209-A  
 Malabaras CA 91302  
 (818) 222-9080

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	State Compensation Insurance Fund <i>NR</i>
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED  
 Doyle Glenn Tucker  
 Moreno Valley Tow  
 17007 Kitching St.  
 Moreno Valley CA 92551  
 (951) 485-6486

COVERAGES  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.		/ /	/ /	GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	9026305-2014	10/01/14	10/01/15	STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
	OTHER		/ /	/ /	

*WC Approved*

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 Tow Truck Operation

*SMB 9-25-14*  
 By \_\_\_\_\_ Date

CERTIFICATE HOLDER  
 City Of Moreno Valley  
 14177 Frederick St.  
 P.O. Box 88005  
 Moreno Valley CA 92553

CANCELLATION  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE

*[Signature]*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lubnau Insurance Agency 17332 Irvine Blvd Suite 201 Tustin, CA 92780	CONTACT NAME	
	PHONE (A/C No. Excl): (714) 263-2623	FAX (A/C No): (714) 263-2575
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED DOYLE GLENN TUCKER DBA MORENO VALLEY TOW AND RADIATOR 17007 KITCHING STREET MORENO VALLEY, CA 92553	INSURER A: Mid-Century Insurance Company A (XV) CA	21687
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADSL SUBR INSD WVRD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		604403704	9/5/2015	9/5/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		604403704	9/5/2015	9/5/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		APPROVED AS TO FORM DATE <u>7-29-15</u> BY <u>[Signature]</u> CITY ATTORNEY CITY OF MORENO VALLEY			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ON HOOK/CARGO		604403704	9/05/2015	9/5/2016	\$250,000
A	GARAGE KEEPERS LIABI		604403704	9/05/2015	9/5/2016	\$250,000
A	UNINSURED MOTORIST		604403704	9/05/2015	9/5/2016	\$60,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE MORENO VALLEY HOUSING AUTHORITY, THEIR OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED. THIS INSURANCE IS PRIMARY AND NON CONTRIBUTORY IN REGARDS TO THE GENERAL LIABILITY.

CERTIFICATE HOLDER CITY OF MORENO VALLEY  14177 FREDERICK STREET PO BOX 88005 MORENO VALLEY, CA 92552	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <u>[Signature]</u>
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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

ENDORSEMENT

Effective

Date 08/05/15

60440-37-04 ✓

Policy Number  
of the Company designated  
in the Declarations

ADDITIONAL INSURED - BP04500197  
THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY  
COMMUNITY SERVICES DISTRICT, AND THE MORENO VALLEY HOUSING  
AUTHORITY, THEIR OFFICERS, EMPLOYEES AND AGENTS ARE  
NAMED AS ADDITIONAL INSURED.  
CITY OF MORENO VALLEY COMMUNITY SERVICES DISTRICT  
MORENO VALLEY HOUSING AUTHORITY  
14177 FREDERICK STREET  
P.O. BOX 88005  
MORENO VALLEY, CA 92552

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

COUNTERSIGNED

*[Handwritten Signature]*  
\_\_\_\_\_  
(Date)



**DRIVER LIST**

**DOYLE GLENN TUCKER OWNER/DRIVER**

**RICHARD A KELLY DRIVER**

**STEVEN BELL DRIVER**

**KRISTINA BLAYLOCK DISPATCHER/ OFFICE**

**MORENO VALLEY TOW  
17007 KITCHING ST  
MORENO VALLEY CA. 92551  
(951)485-6486  
(951)485-6488 FAX**

**CLASS A TRUCKS**

**2011 FREIGHTLINER M2 25,500 GVW 12,000LBS. 2 CAR 22' FLATBED**

**2007 FREIGHTLINER M2 25,500 GVW 10,000 LBS, 2 CAR 22' FLATBED**

**2007 FREIGHTLINER M2 EXTRA CAB 25,500 GVW 10,000 LBS 2 CAR  
21" FLATBED**

**CLASS B TRUCKS**

**2009 FREIGHTLINER M2 EXTRA CAB 30,520 GVW 16 TON WHEEL  
LIFT/UNDER LIFT WRECKER**

**CLASS D TRUCKS**

**2008 FREIGHTLINER COLUMBIA 58320 GVW 35 TON UNDER LIFT  
WRECKER**





## REQUEST FOR PROPOSALS

### City of Moreno Valley Rotational Tow Service Program

THIS SECTION TO BE COMPLETED BY TOW OPERATOR/APPLICANT.			
1.	Company Name:	Pepe's Inc.	
2.	DBA:	Pepe's Towing Service	State any DBA's used by company
3.	Organizational Structure:	Corporation	State if incorporation or sole proprietorship, or other.
	Federal Tax Identification No.	95-4367585	
4.	Owner/Principal Years of Experience:	37 years	Minimum of 3-years verifiable years of for-hire towing experience.
5.	Address: Administrative Office(s)	14351 Veterans Way Moreno Valley, CA 92553	
6.	Address: Vehicle Storage Facility (if separate from office)	14351 Veterans Way Moreno Valley, CA 92553	Storage facilities must be located within the City and clearly marked.
7.	City of Moreno Valley Business License Number:	21087	All businesses operating within the Moreno Valley city limits are required to obtain a City Business License.
8.	Certificate of Insurance	Attached	Must be attached. Requirements listed below.
9.	Storage Facility:		
	Number of outside storage spaces:	40+	Storage space for a minimum of 150 vehicles. Each impounded or stored vehicle shall be a minimum of 2.5 feet from any other vehicle.
	Do you have the required space between vehicles? YES or NO	Yes	
	Number of secured inside storage spaces:	200+	Minimum of 5 indoor secured storages spaces.
	Type of security system:	24 hour camera system & Alarm System	Indoor and outdoor storage shall be monitored by an electronic monitoring or security system.
	Type and location of lighting:	Florescent Lighting	Storage facilities shall be properly lighted.
	Type of fencing or wall security vehicles stored.	Chain link, brick wall, & barb wire.	Shall be secured by a 6 foot high fence.
10.	Owner Retrieval – Provide Hours of Operation	24 hours	Owners shall be able to retrieve a stored vehicle 24 hours a day, 7 days a week, including holidays within 1 hour notification by Police Dept. or City that the vehicle can be released to owner or agent.
11.	<b>Contact Information</b>		
	Owner Name(s):	Manny Acosta	
	Authorized Representative:	Fernando S., Lorenzo N., & Marcos V.	If different than Owner listed above.
	Telephone Number:	951-653-2423	
	Fax Number:	951-653-7374	
	E-Mail Address:	<a href="mailto:manny@pepestow.com">manny@pepestow.com</a> <a href="mailto:fsoria@pepestow.com">fsoria@pepestow.com</a> <a href="mailto:lnavarro@pepestow.com">lnavarro@pepestow.com</a>	
12.	Statement of Acceptance	Attached	
13.	Required Attachments	Attached	



STATEMENT OF ACCEPTANCE

\_\_Pepe's Towing\_\_\_\_\_(Company Name), represented by \_\_Fernando Soria\_\_\_\_\_(Representative Name), accepts all conditions and requirements contained in this RFP, Chapter 12.14 of the Moreno Valley Municipal Code:

Signed by: *Fernando Soria*

Empty rectangular box for signature verification or stamp.

Date: 10-21-15

Empty rectangular box for date verification or stamp.

List any exceptions:

Four horizontal empty lines for listing exceptions.

## REQUIRED ATTACHMENTS

- Check payable to CITY OF MORENO VALLEY in the amount of \$2,998.00 (non-refundable)
- City of Moreno Valley Business License
- Motor Vehicle Permit
- Certificate of Insurance

A. Insurance Requirements. Where determined applicable by the CITY, TOW OPERATOR will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

- I. General Liability Insurance: To protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the TOW OPERATOR, sub-TOW OPERATOR, or any person acting for the TOW OPERATOR or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:
- a. Bodily Injury \$1,000,000 per occurrence/ \$2,000,000 aggregate
  - b. Property Damage \$500,000 per occurrence/ \$500,000 aggregate

II. Minimum Limits of Insurance: Commercial Business Automobile Liability: \$500,000 per accident for bodily injury and property damage with a combined single limit for Class A tow trucks. The combined single limits for Class B, C, and D shall be not less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.

III. On-Hook Coverage: Insuring the vehicle in tow with limits based on the size of the tow truck.

- a. Class A Tow Truck: \$ 25,000
- b. Class B Tow Truck: \$ 50,000
- c. Class C Tow Truck: \$100,000
- d. Class D Tow Truck: \$100,000

I. Garage Liability: Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$50,000.

- a. Garage Keepers Liability: Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the TOW OPERATOR in the storage yard.
- b. Uninsured Motorist: Legal minimum combined single limit. In no case shall the required insurance coverage have a deductible greater than \$1,000.
- c. Deductibles and Self-Insured Retention: Any deductible of self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respect to the City, its officers, officials, employees and volunteers; or the OPERATOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- d. Worker's Compensation Insurance: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the TOW OPERATOR and the CITY, Moreno Valley Housing Authority, and Community Services District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the TOW OPERATOR in the course of carrying out the Agreement. This coverage may be waived if the TOW OPERATOR is determined to be functioning as a sole proprietor and the CITY provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on CITY/Moreno Valley Housing Authority/Community services District premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

**Attachment: Pepes Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE**

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to City Attorney prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the CITY, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the TOW OPERATOR shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

• **List of Personnel**

Requirements: Identify all personnel that will provide services under the City's RTS Program. Include all drivers, supervisory and office personnel – Names and Titles only. DO NOT INCLUDE social security, driver license numbers or addresses. Application information is considered "public" information and will not be edited.

NOTE: Operators will be required to provide driver DMV records and color scan of California Driver's License in .pdf format upon approval to participate in program.

• **List of Vehicles and Equipment**

Requirements: Identify in detail each vehicle and related equipment towing business would utilize in the City's RTS program (Class A, B, C, and D tow trucks). Include the make, model, year and equipment of each vehicle.

NOTE: Operators will be required to provide 1) copy of current vehicle registration, 2) copy of current California Highway Patrol Forms CHP407F, Safetynet Driver/Vehicle Inspection Report and CHP 234B, Tow Truck Inspection Guide for each Tow Truck participating in the RTS Program, 3) Auto insurance cab card for each vehicle upon approval to participate in program.

• **Site Plan**

Requirements:  
 Facilities. Provide the address of your towing business' administrative office(s) and vehicle storage facility(ies). A fully dimensioned Site Plan of the tow operator's administrative office/storage yard shall be submitted with the application package. Plans shall be drawn to an engineer scale not to exceed 1" = 50' or less than 1" = 20', with a north arrow oriented to top of the Plan. The Plan shall be prepared as follows:

- I. Name, address and phone number of the applicant/tow operator,
- II. Property lines and lot dimensions,
- III. Dimensions of all access points to the site (pedestrian and vehicular), off-street parking areas, loading areas, and parking spaces for customers and employees,
- IV. Location of all building structures and the distances between buildings and the property lines,
- V. Location of all driveways and landscape planters or areas,
- VI. Location of all building security lights and parking lot lights (refer to Chapter 12.14 for security requirements),
- VII. Location and type of perimeter fencing, and
- VIII. Evidence that indicates the lot will accommodate the minimum number of cars required in Chapter 12.14 and comply with the required parking standards outlined in Chapter 9.11 of the Moreno Valley Municipal Code.

**CITY OF MORENO VALLEY**

**BUSINESS LICENSE TAX RECEIPT**

The person, firm or corporation named below has paid the appropriate fees to the City and is hereby granted this business license tax receipt for the business described below. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of any law or ordinance. The City does not pass on the qualifications of the holder of this business license tax receipt.

**Business Name:** Pepes Towing, Inc  
**Business Location:** 14351 W Veterans Way, Moreno Valley, CA 92553  
**Business Owner:** Pepes Towing, Inc  
Manuel Acosta

**BUSINESS TYPE:** 472  
**Description:** Towing And Vehicle Storage  
(Rotational Tow)

PEPES TOWING, INC  
14351 W VETERANS WAY  
MORENO VALLEY, CA 92553

**BUSINESS LICENSE #:** 21087  
**Effective Date:** January 01, 2015  
**Expiration Date:** December 31, 2015



Richard Teichert  
Chief Financial Officer

**TO BE POSTED IN A CONSPICUOUS PLACE**

**NOT TRANSFERABLE**

CALIFORNIA STATE TRANSPORTATION AGENCY


DEPARTMENT OF MOTOR VEHICLES

Registration Operations Division MS G875  
P.O. BOX 932370 Sacramento, CA. 94232-3700  
(916) 657-8153



06/15/2015

PEPES INC  
918 S BOYLE AVE  
LOS ANGELES, CA 90023

 <p><b>STATE OF CALIFORNIA</b> <b>DMV</b> DEPARTMENT OF MOTOR VEHICLES A Public Service Agency</p>		<b>MOTOR CARRIER PERMIT</b>	
DEPARTMENT OF MOTOR VEHICLES Registration Operations Division P.O. BOX 932370 Sacramento, CA. 94232-3700		<b>Valid From:</b> 06/13/2015	<b>Valid Through:</b> 05/31/2016
PEPES INC 918 S BOYLE AVE LOS ANGELES, CA 90023		<b>CA#:</b> 0117433	
		The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:	
		<b>For Hire Full Year Corporation</b>	
<b>Pmt Date:</b> 06/13/2015	<b>Office #:</b> 154		
<b>Account #:</b> 44669	<b>Tech ID:</b> TA		
<b>Sequence #:</b> 0060	<b>Amt Paid:</b> \$1,610.00		

!!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at [www.dmv.ca.gov](http://www.dmv.ca.gov) or receive further information by calling: (916) 657-8153.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amorelli, Rosemann & Associates Insurance Services 3333 E Concours St Building 9-200 Ontario CA 91764	CONTACT NAME: Lixette Bargas PHONE (A/C, No, Ext): (909) 987-7600 E-MAIL: lizetteb@arainurance.com ADDRESS:	FAX (A/C, No): (909) 987-7656
INSURED Pepe's Inc. DBA: Pepe's Towing Service 14351 Veterans Way Moreno Valley CA 92553	INSURER(S) AFFORDING COVERAGE INSURER A: Icw Group A - (X) CA NAIC # 27847 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL153311219 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WSD502617301	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 ✓ E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 ✓ E.L. DISEASE - POLICY LIMIT \$ 1,000,000 ✓

APPROVED AS TO FORM  
DATE 4-10-15  
BY [Signature]

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
PROOF OF INSURANCE FOR CERTIFICATE HOLDER. 10 DAY NOC FOR NON PAY OF PREMIUM.

CERTIFICATE HOLDER CITY OF MORENO VALLEY 14177 FREDERICK STREET PO BOX 88005 MORENO VALLEY, CA 92553	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Maricela Cerda/MARICE [Signature]
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2015

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<b>PRODUCER</b> Amorelli, Rosemann & Associates Insurance Services 3333 E Concourse St Building 9-200 Ontario CA 91764	<b>CONTACT NAME:</b> Lizette Bargas <b>PHONE (A/C, No, Ext):</b> (909) 987-7600 <b>FAX (A/C, No):</b> (909) 987-7656 <b>E-MAIL ADDRESS:</b> lizetteb@arainsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Pepe's Inc. DBA: Pepe's Towing Service 14351 Veterans Way Moreno Valley CA 92553	<b>INSURER A:</b> Icw Group <b>NAIC #</b> 27847	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1533111219      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WSD502617301	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
PROOF OF INSURANCE FOR CERTIFICATE HOLDER. 10 DAY NOC FOR NON PAY OF PREMIUM.

<b>CERTIFICATE HOLDER</b>  CITY OF MORENO VALLEY 14177 FREDERICK STREET PO BOX 88005 MORENO VALLEY, CA 92553	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Maricela Cerda/MARICE <i>Maricela Cerda</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/7/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>CISNEROS INSURANCE AGENCY</b> 5750 Division St Ste 100 Riverside, CA 92506	<b>CONTACT NAME:</b> Adrian Cisneros
	<b>PHONE (A/C, No, Ext):</b> (951) 373-3443 <b>FAX (A/C, No):</b> (909) 498-7315 <b>E-MAIL ADDRESS:</b> acisneros@farmersagent.com
<b>INSURED</b> <b>Pepe's Towing, Inc.</b> 2000 W Key St Colton, CA 92324	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC#</b>
	<b>INSURER A:</b> MID-CENTURY INSURANCE COMPANY      21687
	<b>INSURER B:</b> TRUCK INSURANCE EXCHANGE      21709
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	094355259	10/15/15	11/18/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	094355259	10/15/15	11/18/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Unins. Motorist \$ 60,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			604413413	10/15/15	11/18/15	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>GARAGEKEEPERS' ON HOOK</b>			094355259	10/15/15	11/18/15	\$ 3,700,000 SEE ACORD 101

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

<b>CERTIFICATE HOLDER</b> City of Moreno Valley 14177 Frederick Street PO Box 88005 Moreno Valley, CA 92553	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CISNEROS INSURANCE AGENCY 5750 Division St, Ste 100 Riverside, CA 92506 License#: 0D64422		<b>CONTACT NAME:</b> Adrian Cisneros <b>PHONE (AC No. Ext):</b> (909) 777-0005 <b>FAX (AC No.):</b> (909) 498-7315 <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC#</b> <b>INSURER A:</b> MID-CENTURY INSURANCE COMPANY     21687 <b>INSURER B:</b> TRUCK INSURANCE EXCHANGE     21709 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> <b>Pepe's Towing, Inc.</b> 14351 Veterans Way Moreno Valley, CA 92553			

COVERAGES     CERTIFICATE NUMBER:     REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	AUTO/INSR	SUBR/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	094355259	10/15/14	10/15/15	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 ✓ MED EXP (Any one person) \$ 5,000 ✓ PERSONAL & ADV INJURY \$ 1,000,000 ✓ GENERAL AGGREGATE \$ 2,000,000 ✓ PRODUCTS - COM/PROP AGG \$ 1,000,000 ✓ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ✓ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	094355259	10/15/14	10/15/15	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			604413413	10/15/14	10/15/15	EACH OCCURRENCE \$ 4,000,000 ✓ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>GARAGEKEEPERS' ON HOOK</b>			094355259	10/15/14	10/15/15	\$3,700,000 SEE ACORD 101

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

Approved  
*Adrian Cisneros* 10-27-14  
By \_\_\_\_\_ Date

<b>CERTIFICATE HOLDER</b> City of Moreno Valley 14177 Frederick Street PO Box 88005 Moreno Valley, CA 92553	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> <i>Adrian Cisneros</i>
---	---

POLICY NUMBER: 09435 52 59 ✓

BUSINESSOWNERS  
BP 04 97 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

#### SCHEDULE\*

<b>Name Of Person Or Organization:</b>	City of Moreno Valley ✓ City of Moreno Valley Community Services District ✓ Moreno Valley Housing Authority ✓ 14177 Frederick Street PO BOX88005 Moreno Valley, CA 92552
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.	

Paragraph K. Transfer Of Rights Of Recovery Against Others To Us in Section III – Common Policy Conditions is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: 09435 52 59 ✓

BUSINESSOWNERS  
BP 04 48 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

#### SCHEDULE\*

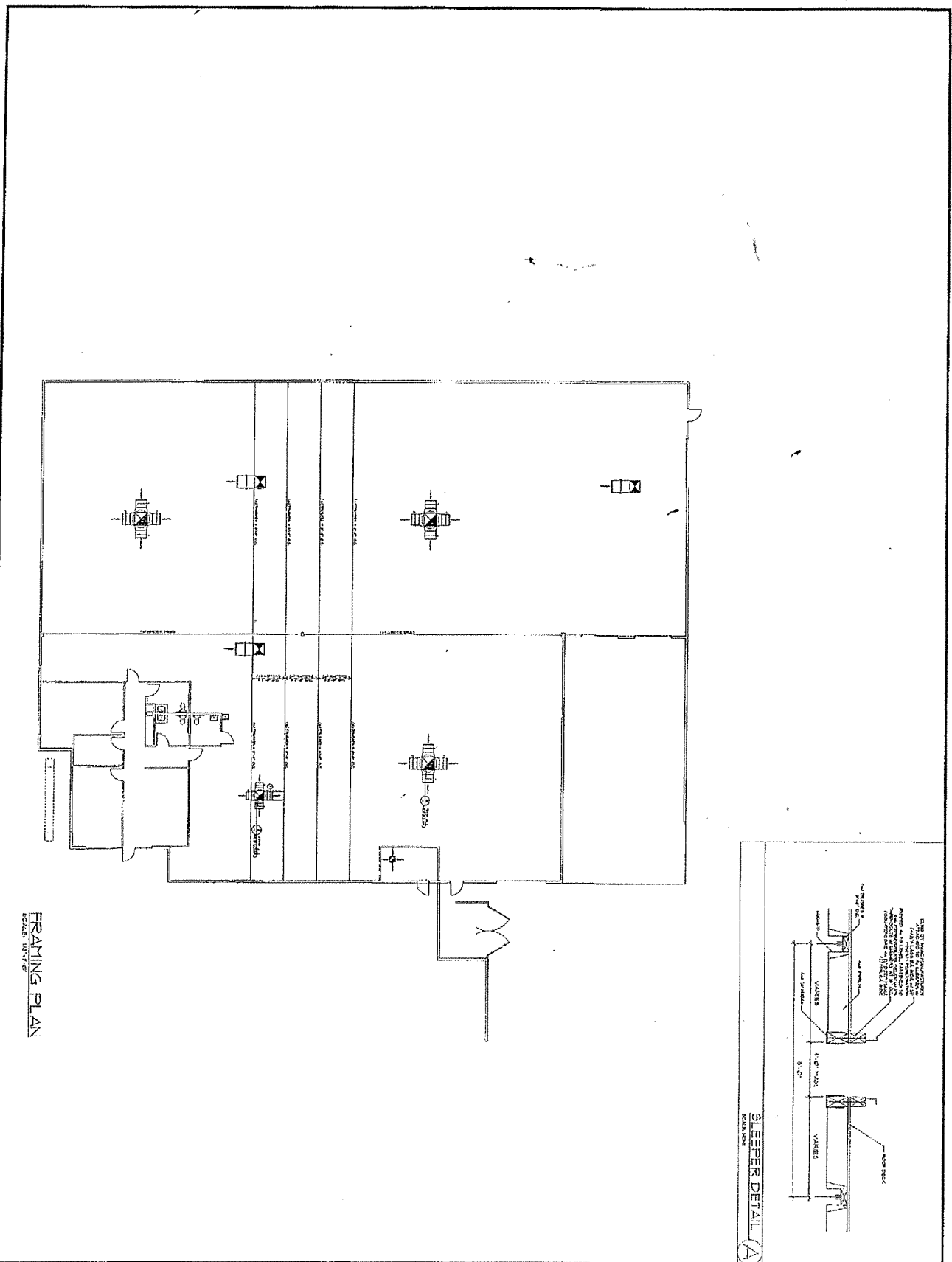
<b>Name Of Person Or Organization:</b>	City of Moreno Valley ✓ City of Moreno Valley Community Services District ✓ Moreno Valley Housing Authority ✓ 14177 Frederick Street PO BOX88005 Moreno Valley, CA 92552
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.	

The following is added to Paragraph C. Who Is An Insured in Section II – Liability :

- Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.





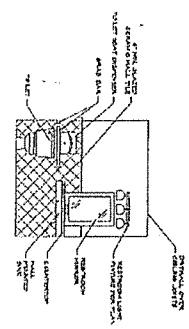


FRAMING PLAN

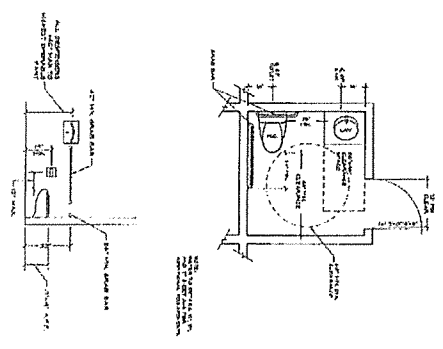
SLEEPER DETAIL

	<b>Tenant Improvement</b> <b>Pepe's Towing Service</b> 14351 Yrean Way Moreno Valley, CA 92553	<b>FRAMING PLAN</b>	<b>EW-Webb Engineering Inc.</b> 1239 Colorado Ave., Ste. E-3 Brea, CA 92603 (951) 754-2206 • FAX (951) 786-2925 ewwebb.com	SHEET NO. <b>S-1</b> OF 3 SHEETS
	PROJECT NO. 1790 DATE: 08/11/2011 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]			SCALE: AS SHOWN PROJECT: PEPE'S TOWING SERVICE

**B** EXISTING RESTROOM ELEVATION

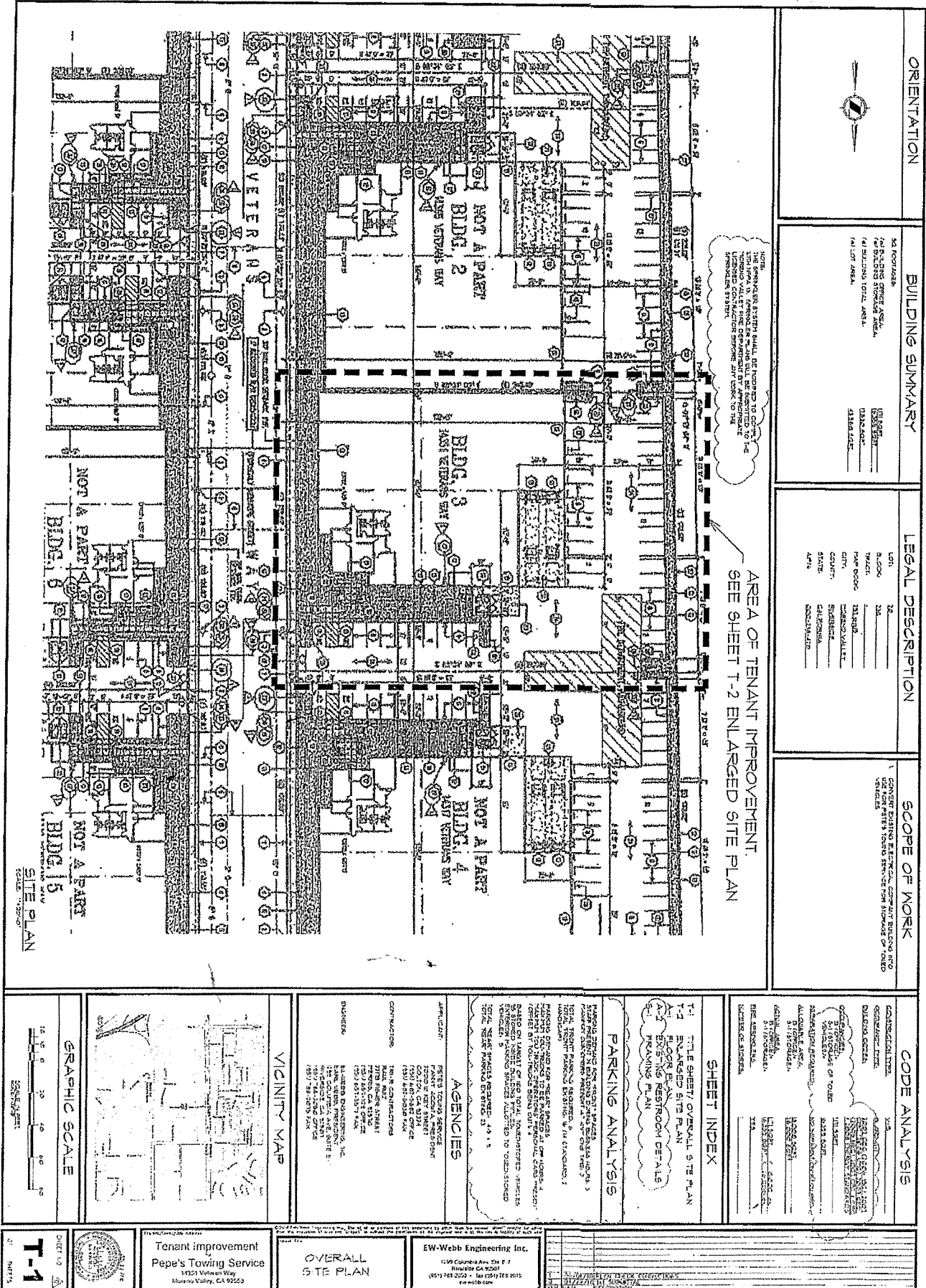


**A** EXISTING RESTROOM ENLARGEMENT & PROFILE



NOTES:  
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.  
 2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.  
 3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.  
 5. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.

		<p>Tenant Improvement          Pepe's Towing Service          14351 Veterans Way          Moreno Valley, CA 92553</p>	<p>RESTROOM          ENLARGEMENTS          &amp; DETAILS</p>	<p>EW-Webb Engineering Inc.          12797 Colton Ave Ste E 7          Fontana, CA 92335          (951) 714-2020 Fax (951) 784-0215          www.ewebb.com</p>	<table border="1"> <tr> <td>NO.</td> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION												
NO.	DATE	DESCRIPTION																		



ORIENTATION



BUILDING SUMMARY

NO. OF BLDGS. 24  
 NO. OF STORIES 2  
 NO. OF BUILDING STORIES 48  
 NO. OF BUILDING TOTAL AREA 4,186,426  
 NO. LOT AREA 4,186,426

LEGAL DESCRIPTION

LOT 22  
 TRACT 22  
 MAP 6000  
 COUNTY OF ALBERTA  
 CITY OF CALGARY  
 DISTRICT OF CALGARY  
 COUNTY OF CALGARY  
 STATE OF ALBERTA  
 AREA 4,186,426

SCOPE OF WORK

CONVERT EXISTING ELECTRICAL SYSTEM BUILDING INTO VEHICLES  
 PROVIDE 100 AMP SERVICE TO EACH BUILDING ON SOUTH SIDE OF SOUTH

CODE ANALYSIS

CONSTRUCTION TYPE: 20A  
 OCCUPANCY TYPE: 20A  
 DISTRICT CODE: 20A  
 ZONING: 20A  
 HEIGHT: 20A  
 AREA: 20A  
 DISTRICT: 20A  
 CITY: 20A  
 COUNTY: 20A  
 STATE: 20A  
 AREA: 20A

SHEET INDEX

- T-1 TITLE SHEET/OVERALL SITE PLAN
- T-2 ENLARGED SITE PLAN
- T-3 EXISTING RESTROOM DETAILS
- T-4 PARKING ANALYSIS

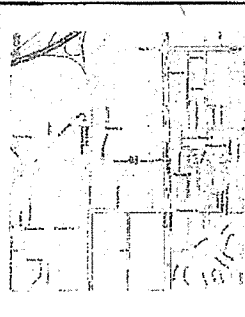
PARKING ANALYSIS

PROVIDE PARKING FOR 100 VEHICLES  
 PROVIDE 100 AMP SERVICE TO EACH BUILDING ON SOUTH SIDE OF SOUTH  
 PROVIDE 100 AMP SERVICE TO EACH BUILDING ON SOUTH SIDE OF SOUTH  
 PROVIDE 100 AMP SERVICE TO EACH BUILDING ON SOUTH SIDE OF SOUTH

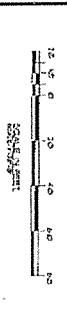
AGENCIES

PEPES TOWING SERVICE  
 1790 17th Avenue SW  
 CALGARY, ALBERTA T2M 0K4  
 (403) 243-1111  
 (403) 243-1112  
 (403) 243-1113  
 (403) 243-1114  
 (403) 243-1115  
 (403) 243-1116  
 (403) 243-1117  
 (403) 243-1118  
 (403) 243-1119  
 (403) 243-1120

VICINITY MAP

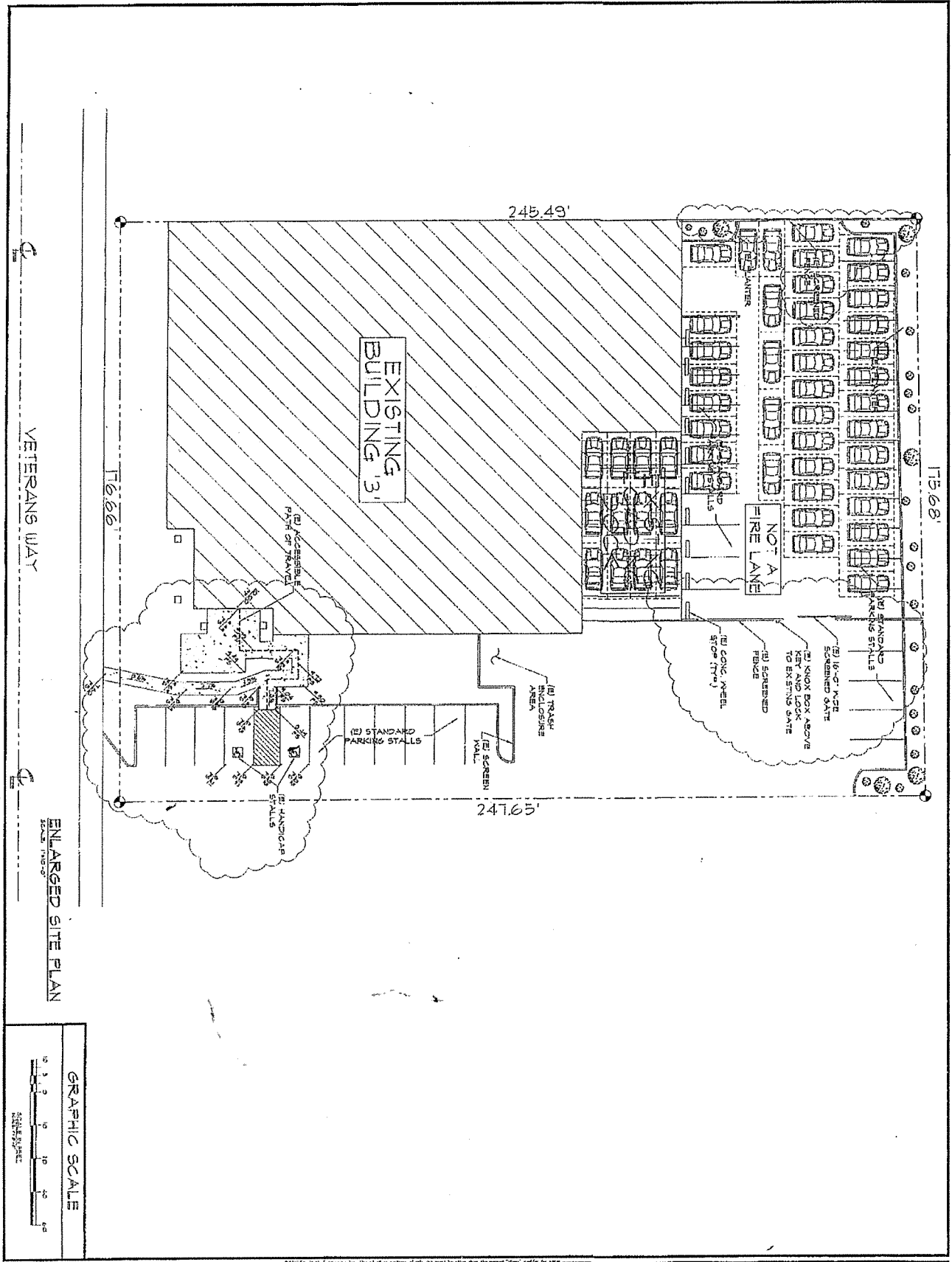


GRAPHIC SCALE



<p>T-1</p>	<p>Tenant Improvement                  Pepes's Towing Service                  1790 17th Avenue SW                  Calgary, Alberta T2M 0K4</p>	<p>OVERALL                  SITE PLAN</p>	<p>EW-Webb Engineering Inc.                  1200 Columbia Ave. Ste. 207                  Calgary, Alberta T2M 0K4                  (403) 243-1111                  (403) 243-1112</p>
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**GRAPHIC SCALE**

0 5 10 15 20 25 30 35 40 45 50

0 5 10 15 20 25 30 35 40 45 50

0 5 10 15 20 25 30 35 40 45 50

0 5 10 15 20 25 30 35 40 45 50

0 5 10 15 20 25 30 35 40 45 50

0 5 10 15 20 25 30 35 40 45 50

**T-2**

OF SHEETS



**Tenant Improvement**  
**Pepe's Towing Service**  
 14361 Veterans Way  
 Murano Valley, CA 95057

**ENLARGED SITE PLAN**

**EW-Webb Engineering Inc.**  
 1729 Colwell Ave. Ste. E-7  
 Roseville, CA 95678  
 (916) 786-9050 • Fax (916) 724-1015  
 ewwebb.com

NO.	DATE	BY	DESCRIPTION
1	05/20/2011	EW-Webb Engineering Inc.	PRELIMINARY
2	06/22/2011	EW-Webb Engineering Inc.	REVISED

# PEPE'S

*Towing Service*

PERSONNEL LIST	TITLE
Acosta, Manuel	MANAGEMENT
Burciaga, Oscar	DRIVER
Hernandez, Javier	DRIVER
Mejia, Bernardino	DRIVER
Navarro, Chris	DRIVER
Navarro, Innosencio	MANAGEMENT
Reyes, Carmen	OFFICE ADMIN.
Simmons, Bryon	DRIVER
Soria, Fernando	MANAGEMENT
Villalobos, Marcos	DRIVER
Villalobos Jr, Marcos	DRIVER

2015 VEHICLE LIST		TOW COMPANY:		Pepe's Towing, Inc.	
<i>Vehicles</i>					
RTS - Vehicle Sticker Number	RTS-0069 (unit 1)	RTS-0096 (unit 24)	RTS-0097 (unit 25)	RTS-0100 (unit 34)	RTS-0094 (unit 36)
Class	CLASS A			new vehicle	(new PEPE36)
Make	FREIGHTLINER	DODGE	DODGE	PETERBILT	DODGE
Model	M2-wheel lift	RAM chassis 5500	RAM chassis	WF	RAM 5500
Year	2005	2014	2014	2015	
Equipment for each Vehicle					
VIN NO.	1FVACWCS75HU55579	3D7WRMDL5EG186653	3C7WRMDL7EG186654	2NPNHM6X2GM259443	3C7WRMDL5DG586274
PLATE NO.	PEPTOW1	30456R1	30458R1	9F31799	89709N1
CHP Forms	CHP407F	CHP407F	CHP407F	CHP407F	CHP407F
CHP Inspection: date completed	3/2/15 - DUE 3/2016	3/2/15 - DUE 3/2016	3/2/15 - DUE 3/2016	3/2/15 - DUE 3/2016	3/2/15 - DUE 3/2016
Insurance expiration date	11/18/2015	11/18/2015	11/18/2015	11/18/2015	11/18/2015
REGISTRATION expiration date	2/28/2016	6/30/2016	6/30/2016	2/28/2016	2/28/2016
NOTES:					

RTS - Vehicle Sticker Number	RTS-0101 (unit 37)	RTS-0063 (unit 39)	RTS-0085 (unit 40)	RTS-0082 (unit 51)	RTS-0086 (unit 52)
Class	new vehicle	CLASS A			
Make	PETERBILT	INTERNATIONAL	PETERBILT	DODGE	PETERBILT
Model	WF	Flatbed			
Year	2015	2008	2014	2012	2014
Equipment for each Vehicle					
VIN NO.	2NPNHM6X4FM273196	1HTMMAALX7H530088	2NPNHM6X4EM147189	3C7WDMBL3CG154895	2NPNHM6X2EM147191
PLATE NO.	64046U1	PEPES39	85198K1	50845F1	85197K1
CHP Forms	CHP407F	CHP407F	CHP407F	CHP407F	CHP407F
CHP Inspection: date completed	5/4/15 - DUE 5/2016	5/4/15 - DUE 5/2016	5/4/15 - DUE 5/2016	3/2/15 - DUE 3/2016	3/2/15 - DUE 3/2016
Insurance expiration date	11/18/2015	11/18/2015	11/18/2015	11/18/2015	11/18/2015
REGISTRATION expiration date	1/31/2016	11/30/2016	6/30/2016	6/30/2016	6/30/2016
NOTES:					

Attachment: Pepees Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE

RTS - Vehicle Sticker Number	RTS-0098 (unit 53)	RTS-0061 (unit 62)	RTS-0081 (unit 63)
Class	new vehicle	CLASS C	
Make	KENWORTH	PETERBILT	DODGE
Model	WF	heavy duty	
Year	2015	2004	2012
Equipment for each Vehicle			
VIN NO.	2NKHHM6X2FM425043	1NPFLB9X94D816029	3C7WDMBL1CG154894
PLATE NO.	64151U1	PEPES62	50842F1
CHP Forms	CHP407F	CHP407F	CHP407F
CHP Inspection: date completed	3/2/15 - DUE 3/2016	3/31/15 - DUE 3/2016	3/3/15 - DUE 3/2016
Insurance expiration date	10/15/2015	10/15/2015	10/15/2015
REGISTRATION expiration date	11/30/2015	6/30/2015	6/30/2015
NOTES:			

ITEMS DUE IN 2015

Revised: 5/31/15

ROTATIONAL TOW SERVICE PROGRAM 2011-2015  
DRIVER INFORMATION

COMPANY NAME: PEPE'S TOWING SERVICE  
Business License # 21087

Driver Name Manuel Acosta  
CDL Number C1948807  
Expiration Date 8/19/2018  
Sex M  
DOB 8/19/1965  
Height 5'11" Weight 230

Driver ID RTS-015

Lifescan DOJ: 2010  
Start Date 2010  
Expire Date 2015

NOTES: confirmed driver for 2015

Items due in 2015

**ROTATIONAL TOW SERVICE PROGRAM 2011-2015  
DRIVER INFORMATION**

**COMPANY NAME:** PEPE'S TOWING SERVICE  
**Business License #** 21087

**Driver Name** Oscar Burciaga **Sex** M **DOB** 10/1/1972  
**CDL Number** A9308455 **Height** 5'6" **Weight** 185  
**Expiration Date** 10/1/2016

**Driver ID** RTS-061

**Lifescan DOJ:**  
**Start Date** 2014  
**Expire Date** 2019

**NOTES:** *Started as driver in program March 2014.  
confirmed driver for 2015*

ROTATIONAL TOW SERVICE PROGRAM 2011-2015  
DRIVER INFORMATION

COMPANY NAME: PEPE'S TOWING SERVICE  
Business License # 21087

Driver Name Christopher Navarro Sex M DOB 1/18/1995  
CDL Number F3244206 Height 6'2" Weight 147  
Expiration Date 1/18/2016

Driver ID RTS-060

Lifescan DOJ:  
Start Date 2014  
Expire Date 2019

NOTES: *Started as driver in program March 2014.  
Confirmed driver in 2015*

ROTATIONAL TOW SERVICE PROGRAM 2011-2015  
DRIVER INFORMATION

COMPANY NAME: PEPE'S TOWING SERVICE  
Business License # 21087

Driver Name: Javier Lopez Hernandez

DL Number: D9742780

Expiration Date: 2/19/2016

Driver ID: RTS-064

ifescan DOJ:  
Start Date: 2015  
Expiration Date: 2020

Sex: M DOB: 2/19/1985  
Height: 5'10" Weight: 240

NOTES: Approved driver January 2015



ROTATIONAL TOW SERVICE PROGRAM 2011-2015  
DRIVER INFORMATION

**COMPANY NAME:** PEPE'S TOWING SERVICE  
**Business License #** 21087

**Driver Name** Bernardino Mejia **Sex** M **DOB** 1/7/1970  
**CDL Number** A3546181 **Height** 5'6" **Weight** 187  
**Expiration Date** 1/7/2018

**Driver ID** RTS-020

**Lifescan DOJ:** 2010  
**Start Date** 2015  
**Expire Date** 2015

**NOTES:** *confirmed driver for 2015*

Items due in 2015

**ROTATIONAL TOW SERVICE PROGRAM 2011-2015  
DRIVER INFORMATION**

**COMPANY NAME:** PEPE'S TOWING SERVICE  
**Business License #** 21087

**Driver Name** Inosencio Navarro **Sex** M **DOB** 11/7/1956  
**CDL Number** N5110729 **Height** 5'9" **Weight** 210  
**Expiration Date** 11/7/2017

**Driver ID** RTS-021

**Lifescan DOJ:** 2010  
**Start Date** 2015  
**Expire Date** 2015

**NOTES: confirmed driver for 2015**

Items due in 2015

ROTATIONAL TOW SERVICE PROGRAM 2011-2015  
DRIVER INFORMATION

COMPANY NAME: PEPE'S TOWING SERVICE  
Business License # 21087

Driver Name Byron Simmons  
CDL Number D1082267 Sex M DOB 3/15/1974  
Expiration Date 3/15/2018 Height 5'6" Weight 200

Driver ID RTS-062

Lifescan DOJ: 2014  
Start Date 2014  
Expire Date 2019

NOTES: Started as driver in program March 2014.  
Confirmed driver in 2015

ROTATIONAL TOW SERVICE PROGRAM 2011-2015  
DRIVER INFORMATION

COMPANY NAME:  
Business License #

PEPE'S TOWING SERVICE  
21087

Driver Name  
CDL Number  
Expiration Date

Fernando Soria  
D4465058  
7/20/2020  
Sex  
Height  
M  
5'11"  
DOB  
Weight  
7/20/1985  
190

Driver ID

RTS-059

Lifescan DOJ:  
Start Date  
Expire Date

2014  
2019

NOTES: Started as driver in program March 2014.  
Confirmed driver in 2015

ROTATIONAL TOW SERVICE PROGRAM 2011-2015  
DRIVER INFORMATION

COMPANY NAME: PEPE'S TOWING SERVICE  
Business License # 21087

Driver Name Marcos Villalobos  
CDL Number A7491922 Sex M DOB 5/4/1971  
Expiration Date 5/4/2016 Height 5'11" Weight 215

Driver ID RTS-024

Lifescan DOJ: 2010  
Start Date 2010  
Expire Date 2015

NOTES: confirmed driver for 2015

Items due in 2015

ROTATIONAL TOW SERVICE PROGRAM 2011-2015  
DRIVER INFORMATION

COMPANY NAME: PEPE'S TOWING SERVICE  
Business License # 21087

Driver Name Marco Villalobos, Jr. Sex M DOB 4/28/1991  
CDL Number E3878609 Height 205 Weight 5'9"  
Expiration Date 4/28/2019

Driver ID RTS-063

Lifescan DOJ: 2014  
Start Date 2019  
Expire Date 2019

NOTES: *Started as driver in program March 2014.  
confirmed driver for 2015*

# VALLEY WIDE TOWING

REQUEST FOR PROPOSAL- ROTATIONAL TOW SERVICE

CITY OF MORENO VALLEY

OCTOBER 16 2015

Attachment: Valleywide Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL



**REQUEST FOR PROPOSALS**  
**City of Moreno Valley Rotational Tow Service Program**

<b>THIS SECTION TO BE COMPLETED BY TOW OPERATOR/APPLICANT.</b>			
1.	Company Name:	VALLEY WIDE TOWING LLC	
2.	DBA:	VALLEY WIDE TOWING LLC	State any DBA's used by company
3.	Organizational Structure:	LLC	State if incorporation or sole proprietorship, or other.
	Federal Tax Identification No.	46-5746498	
4.	Owner/Principal Years of Experience:	17+ 5 YEARS VALLEY WIDE TOWING 12 YEARS TOMS TOWING/RECOVERY	Minimum of 3-years verifiable years of for-hire towing experience.
5.	Address: Administrative Office(s)	24850 RIVARD ROAD MORENO VALLEY 92551	
6.	Address: Vehicle Storage Facility (if separate from office)	24850 RIVARD ROAD MORENO VALLEY 92551	Storage facilities must be located within the City and clearly marked.
7.	City of Moreno Valley Business License Number:	06931	All businesses operating within the Moreno Valley city limits are required to obtain a City Business License.
8.	Certificate of Insurance	FARMERS INSURANCE ATTACHED	Must be attached. Requirements listed below.
9.	<b>Storage Facility:</b>		
	Number of outside storage spaces:	300	Storage space for a minimum of 150 vehicles. Each impounded or stored vehicle shall be a minimum of 2.5 feet from any other vehicle.
	Do you have the required space between vehicles? YES or NO	YES	
	Number of secured inside storage spaces:	60	Minimum of 5 indoor secured storages spaces.
	Type of security system:	ADT/CAMERAS-3 MONTHS RECORDING	Indoor and outdoor storage shall be monitored by an electronic monitoring or security system.
	Type and location of lighting:	BUILDING AND FENCE PERIMETER FLOOD LIGHTING	Storage facilities shall be properly lighted.
Type of fencing or wall security vehicles stored.	WOODCRETE SOLID WALL/STEEL GATES	Shall be secured by a 6 foot high fence.	
10.	Owner Retrieval – Provide Hours of Operation	24 HOURS A DAY/7 DAYS A WEEK FOR VEHICLE RETRIEVAL. REGULAR OFFICE HOURS 8AM-5PM MONDAY-FRIDAY	Owners shall be able to retrieve a stored vehicle 24 hours a day 7 days a week, including holidays within 1 hour notification by Police Dept. or City that the vehicle can be released to owner or agent.
11.	<b>Contact Information</b>		
	Owner Name(s):	RANDALL WILSON/RANDY WILSON	
	Authorized Representative:	MIKE GUAJARDO/PATRICK ARMSTRONG	If different than Owner listed above.
	Telephone Number:	951-485-9888	
	Fax Number:	EMAIL FAX	
	E-Mail Address:	VALLEYWIDETOWING@ICLOUD.COM	
12.	Statement of Acceptance	Attached	
13.	Required Attachments	Attached	

Attachment: Valleywide Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL



- Check payable to CITY OF MORENO VALLEY in the amount of \$2,998.00 (non-refundable)
- City of Moreno Valley Business License
- Motor Vehicle Permit

• Certificate of Insurance

A. Insurance Requirements. Where determined applicable by the CITY, TOW OPERATOR will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus-VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

I. General Liability Insurance: To protect against loss from liability imposed by law for damages or account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the TOW OPERATOR, sub-TOW OPERATOR, or any person acting for the TOW OPERATOR or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

- a. Bodily Injury \$1,000,000 per occurrence/ \$2,000,000 aggregate
- b. Property Damage \$500,000 per occurrence/ \$500,000 aggregate

II. Minimum Limits of Insurance: Commercial Business Automobile Liability: \$500,000 per accident for bodily injury and property damage with a combined single limit for Class A tow trucks. The combined single limits for Class B, C, and D shall be not less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.

III. On-Hook Coverage: Insuring the vehicle in tow with limits based on the size of the tow truck.

- a. Class A Tow Truck: \$ 25,000
- b. Class B Tow Truck: \$ 50,000
- c. Class C Tow Truck: \$100,000
- d. Class D Tow Truck: \$100,000

I. Garage Liability: Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$50,000.

a. Garage Keepers Liability: Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the TOW OPERATOR in the storage yard.

b. Uninsured Motorist: Legal minimum combined single limit. In no case shall the required insurance coverage have a deductible greater than \$1,000.

c. Deductibles and Self-Insured Retention: Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respect to the City, its officers, officials, employees and volunteers; or the OPERATOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Worker’s Compensation Insurance: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the TOW OPERATOR and the CITY, Moreno Valley Housing Authority, and Community Services District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the TOW OPERATOR in the course of carrying out the Agreement. This coverage may be waived if the TOW OPERATOR is determined to be functioning as a sole proprietor and the CITY provided form “Exception to Worker’s Compensation Coverage” is signed, notarized and attached to this Agreement.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on CITY/Moreno Valley Housing Authority/Community services District premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Attachment: Valleywide Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to City Attorney prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the CITY, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the TOW OPERATOR shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

• **List of Personnel**

Requirements: Identify all personnel that will provide services under the City's RTS Program. Include all drivers, supervisory and office personnel – Names and Titles only. DO NOT INCLUDE social security, driver license number or addresses. Application information is considered "public" information and will not be edited.

NOTE: Operators will be required to provide driver DMV records and color scan of California Driver's License in .pdf format upon approval to participate in program.

• **List of Vehicles and Equipment**

Requirements:  
Equipment. Identify in detail each vehicle and related equipment towing business would utilize in the City's RTS program (Class A, B, C, and D tow trucks). Include the make, model, year and equipment of each vehicle.

NOTE: Operators will be required to provide 1) copy of current vehicle registration, 2) copy of current California Highway Patrol Forms CHP407F, Safetynet Driver/Vehicle Inspection Report and CHP 234B, Tow Truck Inspection Guide for each Tow Truck participating in the RTS Program, 3) Auto insurance cab card for each vehicle upon approval to participate in program.

• **Site Plan**

Requirements:  
Facilities. Provide the address of your towing business' administrative office(s) and vehicle storage facility(ies). A fully dimensioned Site Plan of the tow operator's administrative office/storage yard shall be submitted with the application package. Plans shall be drawn to an engineer scale not to exceed 1" = 50' or less than 1" = 20', with a north arrow oriented to top of the Plan. The Plan shall be prepared as follows:

- I. Name, address and phone number of the applicant/tow operator,
- II. Property lines and lot dimensions,
- III. Dimensions of all access points to the site (pedestrian and vehicular), off-street parking areas, loading areas, and parking spaces for customers and employees,
- IV. Location of all building structures and the distances between buildings and the property lines,
- V. Location of all driveways and landscape planters or areas,
- VI. Location of all building security lights and parking lot lights (refer to Chapter 12.14 for security requirements),
- VII. Location and type of perimeter fencing, and
- VIII. Evidence that indicates the lot will accommodate the minimum number of cars required in Chapter 12.14 and comply with the required parking standards outlined in Chapter 9.11 of the Moreno Valley Municipal Code.

STATEMENT OF ACCEPTANCE

VALLEY WIDE TOWING LLC, represented by RANDY WILSON, accepts all conditions and requirements contained in this RFP, Chapter 12.14 of the Moreno Valley Municipal Code:

Signed by: RANDY WILSON



Date:

10/14/2015

List any exceptions:

NONE

Attachment: Valleywide Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL

# CITY OF MORENO VALLEY BUSINESS LICENSE TAX RECEIPT


The person, firm or corporation named below has paid the appropriate fees to the City and is hereby granted this business license; tax receipt for the business described below. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of any law or ordinance. The City does not pass on the qualifications of the holder of this business license tax receipt.

**Business Name:** Valleywide Towing  
**Business Location:** 24850 Rivard Rd, Moreno Valley, CA 92553  
**Business Owner:** Robert I. Coleman

**BUSINESS TYPE:** 997  
**Description:** Rotational Tow

**BUSINESS LICENSE #:** 06931  
**Effective Date:** January 01, 2015  
**Expiration Date:** December 31, 2015

VALLEYWIDE TOWING  
24850 RIVARD RD  
MORENO VALLEY, CA 92553

  
Richard Teichert  
Chief Financial Officer

**TO BE POSTED IN A CONSPICUOUS PLACE**

**NOT TRANSFERABLE**


**DEPARTMENT OF MOTOR VEHICLES**

Registration Operations Division MS G875  
 P.O. BOX 932370 Sacramento, CA. 94232-3700  
 (916) 657-8153



12/09/2014

VALLEY WIDE TOWING LLC  
 24850 RIVARD RD  
 MORENO VALLEY, CA 92551

 DEPARTMENT OF MOTOR VEHICLES A Public Service Agency		<h2>MOTOR CARRIER PERMIT</h2>			
DEPARTMENT OF MOTOR VEHICLES Registration Operations Division P.O. BOX 932370 Sacramento, CA. 94232-3700		<b>Valid From:</b> 12/05/2014	<b>Valid Through:</b> 10/31/2015		
		<b>CA#:</b> 0459086	The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:		
VALLEY WIDE TOWING LLC 24850 RIVARD RD MORENO VALLEY, CA 92551		<p><b>For Hire</b>  <b>Full Year</b>  <b>Limited Liability Company</b></p>			
<b>Pmt Date:</b> 11/17/2014	<b>Office #:</b> 154				
<b>Account #:</b> 642546	<b>Tech ID:</b> TA				
<b>Sequence #:</b> 0028	<b>Amt Paid:</b> \$475.00				

**!!!IMPORTANT REMINDERS!!!**

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at [www.dmv.ca.gov](http://www.dmv.ca.gov) or receive further information by calling: (916) 657-8153.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

Attachment: Valleywide Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL



Policy Number: 604773795

Date Entered: 10/26/2009

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
9/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lubnau Insurance Agency 17332 Irvine Blvd Suite 201 Tustin, CA 92780	CONTACT NAME:		
	PHONE (A/C, No, Ext): (714) 263-2623	FAX (A/C, No): (714) 263-2575	
	E-MAIL ADDRESS:		
INSURED VALLEY WIDE TOWING, LLC  24850 RIVARD ROAD MORENO VALLEY, CA 92551	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Truck Insurance Exchange		21709
	INSURER B: State Compensation Insurance Fund		35076
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES    CERTIFICATE NUMBER:    REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			604773795	11/20/2014	11/20/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 2,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			604773795	11/20/2014	11/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9115315-2015	5/1/2015	5/1/2016	<input checked="" type="checkbox"/> PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	ON HOOK/CARGO			604773795	11/20/2014	11/20/2015	\$100,000
A	GARAGE KEEPERS LIAB			604773795	11/20/2014	11/20/2015	\$100,000
A	UNINSURED MOTORIST			604773795	11/20/2014	11/20/2015	\$30,000

APPROVED AS TO FORM  
DATE 9-30-15  
BY   
CITY ATTORNEY  
CITY OF MORENO VALLEY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE MORENO VALLEY HOUSING AUTHORITY, THEIR OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED. THIS INSURANCE IS PRIMARY AND NON CONTRIBUTORY IN REGARDS TO THE GENERAL LIABILITY.

CERTIFICATE HOLDER AS AN ADDITIONAL INSURED

<b>CERTIFICATE HOLDER</b>  CITY OF MORENO VALLEY 14177 FREDERICK ST PO BOX 88005 MORENO VALLEY, CA 92552	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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ACORD 25 (2014/01)

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Attachment: Valleywide Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-01-2015

GROUP:  
POLICY NUMBER: 9115315-2015  
CERTIFICATE ID: 1  
CERTIFICATE EXPIRES: 05-01-2016  
05-01-2015/05-01-2016

CALIFORNIA DEPARTMENT OF MOTOR VEHICLES SC  
MOTOR CARRIER PERMIT BRANCH  
PD BOX 932370  
SACRAMENTO CA 94232-3700

CA#: 0459086  
INCEPTION DATE: 05-01-2015  
DO: SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1901 - COLEMAN, ROBERT - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 05-01-2015 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

VALLEY WIDE TOWING LLC  
24850 RIVARD RD  
MORENO VALLEY CA 92551

SC

Attachment: Valleywide Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL

# LIST OF PERSONNEL

LEANA MARKES	DISPATCHER/OFFICE
MICHAEL GUAJARDO	DISPATCHER/OFFICE
JENNIFER VASQUEZ	WEEKEND DISPATCH/OFFICE
RANDY WILSON	LLC PARTNER/MANAGER
RANDALL WILSON	LLC PARTNER/DRIVER
PATRICK ARMSTRONG	DRIVER/LOT MANAGER
ANDY VASQUEZ	DRIVER



# VALLEY WIDE TOWING (TRUCK LIST)

1. 2007 HINO 258 (CLASS A) FLAT BED

VIN# 5PVND8JP372S50450 LIC# 8H64439

2. 2015 HINO 258 (CLASS A) FLAT BED

VIN# 5PVNJ8JN6F4S51828 LIC# 92600W1

3. 2005 INTERNATIONAL 4300 (CLASS A) WHEEL LIFT

VIN# 1HTMMAAL85H164810 LIC# 8P54223

4. 2007 HINO 258 (CLASS A) FLAT BED

VIN# 5PVND8JP972S50338 LIC# 8J32753

DRIVER/VEHICLE EXAMINATION REPORT

Asp A.12.f



407F/343A-ASPEN  
 CHP - Inland Division  
 847 E. Brier Dr.  
 San Bernardino, CA 92408  
 (909) 806-2400

Report Number: CA633N001772  
 Inspection Date: 10/01/2015  
 Start: 10:00:00 AM PT End: 10:50:10 AM I  
 Inspection Level: I - Full  
 HM Inspection Type: None

VALLEY WIDE TOWING  
 24850 RIVARD RD  
 MORENO VALLEY, CA 92551  
 USDOT#: Phone#: (951)485-9888  
 MC/MX#: Fax#:  
 State#:

Driver: GUAJARDO, MICHEAL A  
 License#: D6092365 State: CA  
 Date of Birth: 04/24/1986  
 CoDriver:  
 License#: State:  
 Date of Birth:

Location: Riverside Area  
 Highway: 24850 RIVARD RD  
 County: RIVERSIDE, CA

MilePost: Shipper:  
 Origin: MORENO VALLEY, CA Bill of Lading:  
 Destination: MORENO VALLEY, CA Cargo: EMPTY

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Stick
1	TR	HINO	2015	CA	3/WHT	3 / WHT	5PVNJ8JN6F4S51828	25,500		21740494	

BRAKE ADJUSTMENTS

Axle # 1 2  
 Right  
 Left  
 Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: Traffic Enforcement

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: Y; Pre-Cleared Vehicle: N;

Report Prepared By:  
 C. KELLY

Badge #:  
 13982

Copy Received By:  
 MICHEAL GUAJARDO

Page 1 of 1



CA CA633N001772

X \_\_\_\_\_ X \_\_\_\_\_

Attachment: Valleywide Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL

DRIVER/VEHICLE EXAMINATION REPORT

A.12.f  
Aspen 2.14.0.1



407F/343A-ASPEN  
CHP - Inland Division  
847 E. Brier Dr.  
San Bernardino, CA 92408  
(909) 806-2400

Report Number: CA633M001902  
Inspection Date: 03/03/2015  
Start: 10:17:11 AM PT End: 10:19:08 AM  
Inspection Level: V - Terminal  
HM Inspection Type: None

VALLEYWIDE TOWING  
24850 RIVARD RD  
MORENO VALLEY, CA 92551

USDOT#: Phone#:  
MC/MX#: Fax#:  
State#: 459086

Location: RIVERSIDE AREA  
Highway: 8118 LINCOLN AVE RIVERSID  
County: RIVERSIDE, CA

MilePost:  
Origin:  
Destination:

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Shipper:  
Bill of Lading:  
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Stic
1	TR	INTL	2005	CA	8P54223		1HTMMAAL85H164810	26,000		21004593	

BRAKE ADJUSTMENTS

Axle # 1 2  
Right  
Left  
Chamber C-24 C-30

VIOLATIONS : No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N; Pre-Cleared Vehicle: N;

Report Prepared By:  
C. KELLY

Badge #:  
13982

Copy Received By:

Page 1 of 1



CA CA633M001902

X \_\_\_\_\_

X \_\_\_\_\_

Attachment: Valleywide Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL

DRIVER/VEHICLE EXAMINATION REPORT

A A.12.f



407F/343A-ASPEN
CHP - Inland Division
847 E. Brier Dr.
San Bernardino, CA 92408
(909) 806-2400

Report Number: CA633M001915
Inspection Date: 03/03/2015
Start: 1:00:32 PM PT End: 1:05:20 PM
Inspection Level: V - Terminal
HM Inspection Type: None

VALLEY WIDE TOWING
24850 RIVARD RD
MORENO VALLEY, CA 92551

USDOT#: Phone#:
MC/MX#: Fax#:
State#: 459086

Location: RIVERSIDE AREA
Highway: 8118 LINCOLN AVE RIVERSID
County: RIVERSIDE, CA

MilePost:
Origin:
Destination:

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Stip

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N; Pre-Cleared Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions.
NOTE: If a citation was issued you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
J. SANCHEZ

Badge #:
17130

Copy Received By:

Page 1 of 1



CA CA633M001915

X X

Attachment: Valleywide Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL

DRIVER/VEHICLE EXAMINATION REPORT

A.12.f



407F/343A-ASPEN  
CHP - Inland Division  
847 E. Brier Dr.  
San Bernardino, CA 92408  
(909) 806-2400

Report Number: CA633M001900  
Inspection Date: 03/03/2015  
Start: 10:05:38 AM PT End: 10:08:44 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

VALLEYWIDE TOWING  
24850 RIVARD RD  
MORENO VALLEY, CA 92551

USDOT#: \_\_\_\_\_ Phone#: \_\_\_\_\_  
MC/MX#: \_\_\_\_\_ Fax#: \_\_\_\_\_  
State#: 459086

Location: RIVERSIDE AREA  
Highway: 8118 LINCOLN AVE RIVERSID  
County: RIVERSIDE, CA

MilePost: \_\_\_\_\_  
Origin: \_\_\_\_\_  
Destination: \_\_\_\_\_

Driver: \_\_\_\_\_  
License#: \_\_\_\_\_ State: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
CoDriver: \_\_\_\_\_  
License#: \_\_\_\_\_ State: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Shipper: \_\_\_\_\_  
Bill of Lading: \_\_\_\_\_  
Cargo: \_\_\_\_\_

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sti
1	TR	HINO	2007	CA	8H64439	1	5PVND8JP372550450	25,500			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
393.70C	29003 VC	1	N		N	N	Carrier bed hinge pins worn right & left--393.70(c) ok 3-16-15 124116

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N; Pre-Cleared Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions.

NOTE: If a citation was issued you MUST follow the instructions listed on the citation

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
J. SANCHEZ

Badge #:  
17130

Copy Received By: \_\_\_\_\_

Page 1 of 1



CA CA633M001900

X \_\_\_\_\_

X \_\_\_\_\_

Attachment: Valleywide Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL

# PLOT PLAN

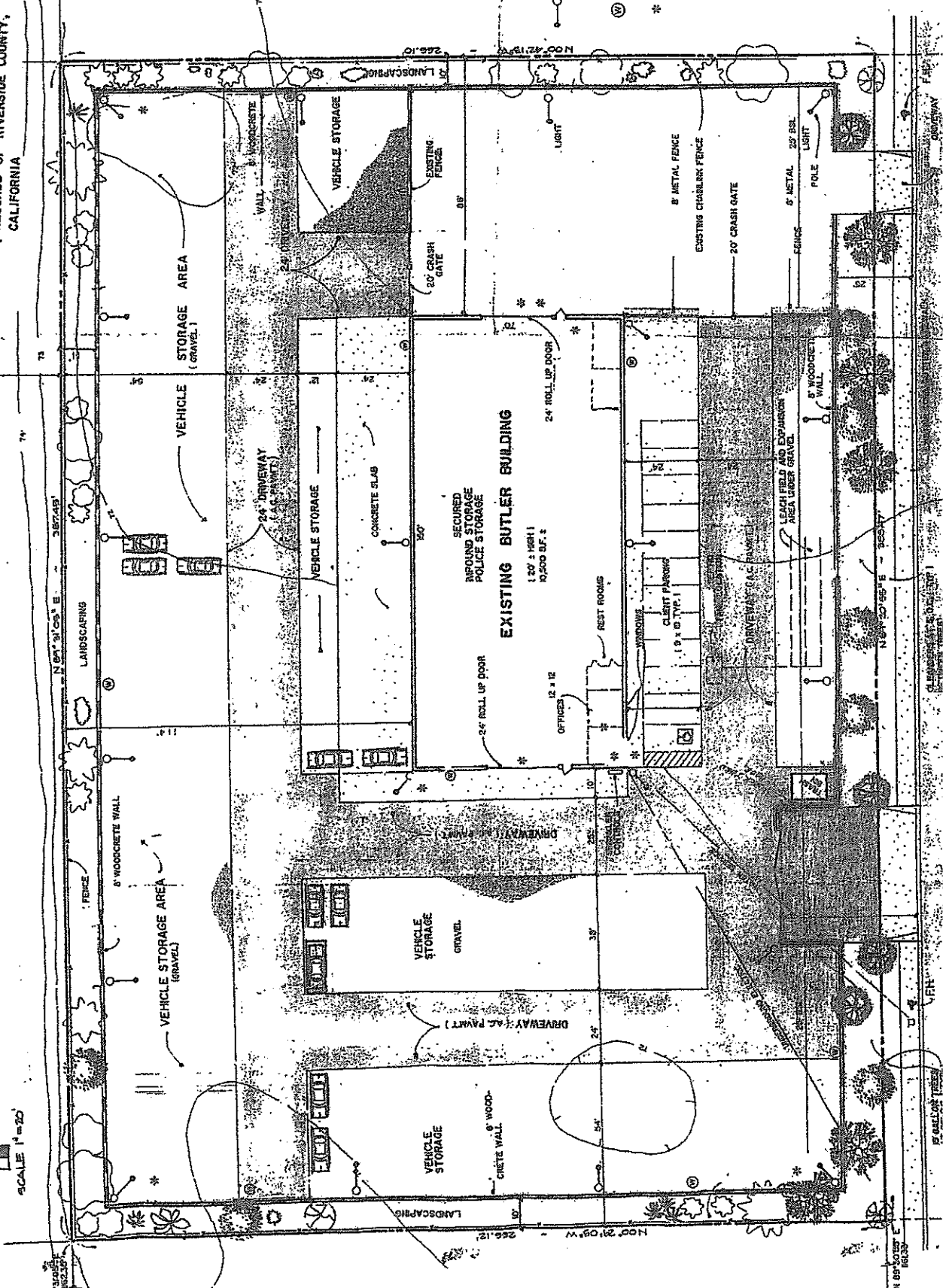
## CITY OF MORENO VALLEY

BEING THE EASTERLY 388'± OF PARCEL 3 OF PARCEL MAP 9504 PER PMB 42/84 (PARCEL 4 OF UNRECORDED PARCEL MAP 18331), RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

PERRIS VALLEY STORM DRAIN

APPLICANT/OWNER  
 VALLEY WIDE TOWING LLC  
 RANDALL WILSON  
 24850 RIVARD RD  
 MORENO VALLEY CA 92551  
 (951)485-9888

SCALE 1" = 20'



INDICATES 22' HIGH PAINTED METAL POLE WITH 6" ARM BRACKET FOR 100 W. HSL20 V. FRAME WITH PHOTOCELL

INDICATES WATER DMS

SECURITY CAMERAS TENLOCATIONS

PERRIS BLVD.

A.12.f

Attachment: Valleywide Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL

**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**

8118 Lincoln Avenue  
Riverside, CA 92504  
951-637-8000  
951-637-8003 FAX  
(800) 735-2929 (TT/TDD)  
(800) 735-2922 (Voice)



June 4, 2015

File.: 840.13187.13915

Valleywide Towing  
24850 Rivard Road  
Moreno Valley, CA 92551

Dear Mr. Coleman:

Your application for the 2015-2016 Tow Service Agreement has been approved. Your approval specifications are as follows:

- a. Approved Tow Districts: (Class A) 25, 40, 42
- b. Approved rates and response times:

	<u>Class A</u>
Hourly rate (CHP 180)	\$220.00
Hourly rate (CHP 180)-After hours	\$220.00
Service call (No CHP 180)	\$110.00
Gate fee	\$110.00
Inside storage	\$ 60.00
Outside storage	\$ 55.00
Contract labor	\$ 35.00
	<u>Class A</u>
Maximum daytime response (6:00 A.M. to 6:00 P.M.)	20 minutes
Maximum nighttime response (6:01 P.M. to 5:59 A.M.)	25 minutes

The term of this agreement shall commence July 1, 2015, and end June 30, 2016, or until such time as the agreement is cancelled by either party in accordance with Element 25 of the 2015-2016 Tow Service Agreement. Questions regarding this approval letter should be directed to Officer S. Olsen at (951) 637-8000.

Sincerely,

A. L. SNOWDEN, Captain  
Commander  
Riverside Area



**TABLE OF CONTENTS**

<b>Tab #</b>	
<b>1</b>	<b>Company Name/DBA</b>
<b>2</b>	<b>Organizational Structure</b>
<b>3</b>	<b>Owner/Principal Years of Experience</b>
<b>4</b>	<b>Administrative/Vehicle Storage Address</b>
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<b>6</b>	<b>Certificates of Insurance</b>
<b>7</b>	<b>Storage Facility</b>
<b>8</b>	<b>Owner Retrieval</b>
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<b>10</b>	<b>Statement of Acceptance</b>
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**State of California  
Secretary of State**

**S**

**Statement of Information**

(Domestic Stock and Agricultural Cooperative Corporations)

**FEES (Filing and Disclosure): \$25.00.**

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**F300820**

**FILED**

In the office of the Secretary of State  
of the State of California

**DEC-18 2014**

1. **CORPORATE NAME**  
YUCAIPA TOWING, INC.

2. **CALIFORNIA CORPORATE NUMBER**  
C2446310

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.  
 If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 14035 TUSCANY CT, RIVERSIDE, CA 92508			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 21921 ALESSANDRO BLVD, MORENO VALLEY, CA 92553			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 TAX PLUS - JACKIE 1150 BROOKSIDE AVE STE K, REDLANDS, CA 92373			

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ GEORGE ACOSTA SR.	14035 TUSCANY CT, RIVERSIDE, CA 92508			
8. SECRETARY GEORGE ACOSTA JR.	33368 COLORADO ST, YUCAIPA, CA 92399			
9. CHIEF FINANCIAL OFFICER/ RINI DALENE MONTANO	65 LUPINE ST, REDLANDS, CA 92373			

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME GEORGE ACOSTA SR.	14035 TUSCANY CT, RIVERSIDE, CA 92508			
11. NAME				
12. NAME				

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS  
TAX PLUS BOOKKEEPING, INC.  
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
VEHICLE TOWING

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

12/18/2014 JACKIE C FRAZIER ENROLLED AGENT  
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE

SIGNATURE

Attachment: Yucaipa Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL



**State of California  
Secretary of State**

**S**

**Statement of Information**

(Domestic Stock and Agricultural Cooperative Corporations)

**FEES (Filing and Disclosure): \$25.00.**

*If this is an amendment, see instructions.*

**IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**F048038**

**FILED**

In the office of the Secretary of State  
of the State of California

**JUL-21 2014**

This Space for Filing Use Only

1. **CORPORATE NAME**  
INRI INTERNATIONAL INC.

2. **CALIFORNIA CORPORATE NUMBER**  
C3689529

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. **If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.**  
 If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
65 LUPINE ST, REDLANDS, CA 92373			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
65 LUPINE ST, REDLANDS, CA 92373			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE
TAX PLUS - JACKIE 1150 BROOKSIDE AVE STE K, REDLANDS, CA 92373			

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the spec officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
RINI D MONTANO	65 LUPINE ST, REDLANDS, CA 92373			
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
RINI D MONTANO	65 LUPINE ST, REDLANDS, CA 92373			
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
RINI D MONTANO	65 LUPINE ST, REDLANDS, CA 92373			

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
RINI D MONTANO	65 LUPINE ST, REDLANDS, CA 92373			
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. **NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:**

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. **NAME OF AGENT FOR SERVICE OF PROCESS**  
TAX PLUS BOOKKEEPING, INC.

15. **STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL** CITY STATE ZIP CODE

**Type of Business**

16. **DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION**  
USED TIRE WHOLESALE

17. **BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.**

07/21/2014 JACKIE C FRAZIER ENROLLED AGENT

Attachment: Yucaipa Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL

be filed by mailing (with affidavit of service by mail retained by the issuer and its counsel) no later than the day on which securities are issued.

RESOLVED FURTHER, that the corporation adopts the following plan to offer and issue Section 1244 stock as defined in the Internal Revenue Code and the California Personal Income Tax Law:

1. The total number of shares, which this corporation is authorized to issue, is 1,000,000 shares of common stock.
2. The period during which this offer of share of common stock with no par value per share is open for six months from the date of this resolution. No other stock shall be offered during the period of this plan.
3. No shares offered under this plan shall be issued in exchange for stock, securities or service.
4. The effective date of the plan shall be the date of this meeting.

RESOLVED FURTHER, that upon receipt of the consideration described herein, if not already received, but in no event later than one week from the date of this meeting, the president and Secretary or Assistant Secretary of this corporation shall issue the consideration described herein:

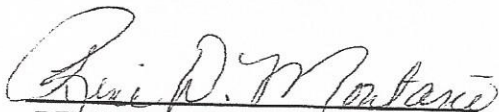
<u>NAME OF ISSUEE</u>	<u># OF SHARES</u>	<u>CONSIDERATION</u>
GEORGE ACOSTA	510,000	\$510.00

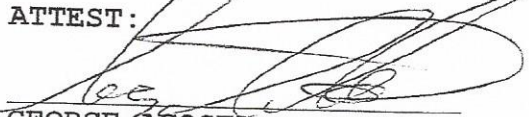
RESOLVED FURTHER, the corporate elect a Sub S status beginning with the taxable year AUGUST 30, 2002.

There being no further business to come before this meeting, it was adjourned.

WITNESS our signature this 30<sup>TH</sup> DAY OF JULY 2002.

SEPTEMBER 11, 2002  
DATE

  
RINI MONTANO, President

ATTEST:  
  
GEORGE ACOSTA, Secretary

The Chairman stated that the next order of business was to consider the first issuance of the corporation's capital stock. He advised the Board that a close corporation exemption is provided for by Section 25129h of the California Corporations Code and that in order to qualify for this exemption, the Board must establish certain facts and conditions, and set forth the same on the notices form required by the Commissioner's office, together with an opinion of legal counsel based thereon.

The Chairman cautioned that while this initial issuance could thereby be exempt from qualification, the commissioner's rules would require a legend condition restricting the subsequent transfer of these shares in the manner provided in those rules.

The Chairman further explained that it was the intent of the parties that the stock issued should qualify under section 1244 of the Internal Revenue Code and Section 18208 of the California Personal Income Tax Law in order that any loss sustained on the stock by shareholders might received ordinary loss deduction treatment under those sections.

After considering the matter and upon motion being first duly made, seconded and unanimously carried, the following resolutions are adopted:

**RESOLVED**, that immediately after the sale and issuance of the shares hereinafter proposed to be issued, the issuer will have only one class of stock outstanding (common) which will be owned beneficially by no more that thirty-five (35) persons, and all of the certificates evidencing such stock will contain the legend required by Section 260.102.6 of Title 10 of the California Administrative Code:

**RESOLVED FURTHER**, that the offer and sale of this stock will not be accomplished by the publication of any advertisement, that no selling expenses will be given, paid or incurred in connection therewith, and that no promotional consideration will be given, paid or incurred in connection therewith.

**RESOLVED FURTHER**, that the consideration received or to be received by the issuer for the stock to be issued consisted of or will consist of one of the kinds described in Section 25102 (h) which is described as follows: Cash

**RESOLVED FURTHER**, that notice required by Section 25102 (h) containing the above information, shall be filed by the Secretary of this corporation with the Commissioner of Corporations or shall

**FURTHER RESOLVED**, that the accounts shall be governed by applicable banking laws, customs and clearinghouse regulations and by the rules printed in the bankhood, and shall be subject to the service charge scheduled of the bank. The bank is requested to prepare and dispose of statements and canceled checks monthly to the statement mailing address shown on the bank records.

### **NOTES AND CONTRACTS**

All corporate officers have the authority and ability to negotiate any and all contracts and notes for this corporation.

### **INCORPORATION EXPENSES**

In order to provide for the payment of the expenses of incorporation and organization of the corporation, on motion duly made, seconded and unanimously carried, the following resolution was adopted:

**RESOLVED**, that the President and/or Chief Financial Officers of this corporation is authorized and directed to pay the expenses of the incorporating and organization of the corporation.

### **PRINCIPAL OFFICE LOCATION**

After some discussion, the location of the principal office of the corporation for the transaction of the business of the corporation was fixed pursuant to the following resolution unanimously adopted upon motion duly made and seconded:

**RESOLVED**, that the County **SAN BERNARDINO** is hereby designated and fixed as the county in which the principal office for the transaction of the business of this corporation shall be located until changed by subsequent resolution of this Board.

### **ISSUANCE OF SHARES UNDER CLOSE CORPORATION EXEMPTION AND ELECTION UNDER SECTION 1244 OF THE INTERNAL REVENUE CODE**

### **CORPORATE SEAL**

The Secretary presented for the approval of the meeting proposed seal of the corporation, consisting of two concentric circles with the name of the corporation in one circle and the words and figures, "**INCORPORATED**," the date of incorporation, and "**CALIFORNIA**" in the form and figures as follows:

On motion duly made, seconded, and unanimously carried, the following resolution was adopted:

**RESOLVED**, that the corporate seal in the form, words and figures presented to this meeting is adopted as the seal of this corporation.

### **SHARE CERTIFICATE**

The Secretary presented to the meeting a proposed form of share certificate for use by the corporation. On motion duly made, seconded and unanimously carried, the following resolution was adopted:

**RESOLVED**, that the form of share certificate presented to this Board of Directors is approved as the share certificate of this corporation.

### **BANK RESOLUTION**

To provide for a depository for the funds of the corporation and to authorize certain officers to deal with the corporate funds, the following resolutions were duly adopted:

**RESOLVED**, that this corporation opens an account or accounts with the following named bank: **CAL FED BANK, YUCAIPA, CALIFORNIA.**

**RESOLVED FURTHER**, that until such authority is revoked by sealed notification to said bank of such action by the Board of Directors of this corporation, that **RINI MONTANO AND GEORGE ACOSTA** are authorized to execute checks and other items for and on behalf of this corporation.

**ADOPTION OF BYLAWS**

The matter of the adoption of Bylaws for the regulation of the corporation was next considered. The Secretary presented to the meeting a form of bylaws, which were duly considered and discussed. On motion duly made, seconded, and unanimously carried, the following resolutions were adopted:

**WHEREAS**, the shareholders of this corporation have not as yet adopted any Bylaws for the regulation of its affairs; and

**WHEREAS**, there has been presented to this meeting a form of Bylaws for the regulation for the affairs of this corporation; and

**WHEREAS**, it is deemed to be to the best interest of this corporation and its shareholders that the Bylaws be adopted by this Board of Directors as the Bylaws of this corporation;

**NOW, THEREFORE, BE IT RESOLVED**, that the Bylaws presented to this meeting and discussed are adopted as the Bylaws of this corporation; and

**FURTHER RESOLVED**, that the Secretary of this corporation is authorized and directed to execute a certificate of the adoption of said Bylaws and to insert said Bylaws as so certified in the Minute Books of this corporation and to see that a copy of said Bylaws, similarly certified, is kept at the principal office in accordance with Section 502 of the California Corporations Code.

**ELECTION OF OFFICERS**

The meeting proceeded to the election of a President, a Secretary, and a Chief Financial Officer. The following were duly nominated and elected to the offices indicated:

**President:** RINI MONTANO

**Secretary:** GEORGE ACOSTA

**Treasurer:** RINI MONTANO

Each officer so elected being present accepted his office, and thereafter, the President presided over the meeting as Chairman and the Secretary acted as Secretary thereof.

# MINUTES OF THE FIRST MEETING OF THE INCORPORATION OF

## YUCAIPA TOWING, INC.

A California Corporation

The incorporator named in the Articles of Incorporation held the first meeting of the corporation at the time, place and date set forth:

TIME: 9:00 P.M.  
 DATE: September 11, 2002  
 PLACE: 414-R Tennessee Street  
 Redlands, CA 92373

The incorporator appointed as Directors of the corporation the following named person, their appointment to take effect immediately:

**GEORGE ACOSTA & RINI MONTANO**

The persons named above accepted their appointment, and thereafter **RINI MONTANO** is served as Temporary Chairman of the meeting, and **GEORGE ACOSTA** served as Temporary Secretary thereof.

The following Directors, constituting a quorum of the full Board, were present at the meeting: **RAMON ACOSTA & GEORGE ACOSTA**

On motion and by unanimous vote **RINI MONTANO** was elected temporary Chairman and **GEORGE ACOSTA** was elected Temporary Secretary of the meeting.

### FILING OF ARTICLES OF INCORPORATION

The Chairman stated that the original Articles of incorporation of the corporation had been filed in the office of the California Secretary of State on **AUGUST 30, 2002**. He presented to the meeting a certified copy of said Articles on Incorporation showing filings as stated and the Secretary was directed to insert said copy in the Book of Minutes of the corporation.



3689529

ARTS-CL

Articles of Incorporation of a Close Corporation

To form a close corporation in California, you can fill out this form or prepare your own document, and submit for filing along with:

- A \$100 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form or document.

Important! Corporations in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to https://www.ftb.ca.gov.

Note: Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.

FILED JUN 27 2014 Secretary of State State of California

JUN 27 2014

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.

Corporate Name (List the proposed corporation name. The name must include the word Corporation, Incorporated or Limited or an abbreviation of one of those words. Go to www.sos.ca.gov/business/be/name-availability.htm for general corporate name requirements and restrictions.)

1 The name of the corporation is INRI INTERNATIONAL INC.

Corporate Purpose

2 The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

Service of Process (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your corporation is sued. You may list any adult who lives in California. You may not list your own corporation as the agent. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file.)

3 a. TAX PLUS BOOKKEEPING, INC.

Agent's Name

b.

Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box City (no abbreviations) State Zip

Corporate Addresses

4 a. 8624 SIERRA AVE

FONTANA CA 92335

Initial Street Address of Corporation - Do not list a P.O. Box City (no abbreviations) State Zip

b.

Initial Mailing Address of Corporation, if different from 4a City (no abbreviations) State Zip

Shares (List the number of shares the corporation is authorized to issue. Note: Before shares of stock are sold or issued, the corporation must comply with the Corporate Securities Law of 1968 administered by the California Department of Business Oversight. For more information, go to www.dbo.ca.gov or call the California Department of Business Oversight at (866) 275-2677.)

5 This corporation is authorized to issue only one class of shares of stock.

The total number of shares which this corporation is authorized to issue is 10000

Number of Shareholders (List the number of shareholders the corporation is authorized to have. The number must not exceed 35.)

6 This corporation is a Close Corporation. All of the corporation's issued shares of stock, of all classes, will be held of record by not more than 35 persons. (Must not exceed 35)

This form must be signed by each incorporator. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of incorporation.

Handwritten signature of Jackie C Frazier

Incorporator - Sign here

JACKIE C FRAZIER

Print your name here

Make check/money order payable to: Secretary of State

Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail

Secretary of State Business Entities, P.O. Box 944260 Sacramento, CA 94244-2600

Drop-Off

Secretary of State 1500 11th Street, 3rd Floor Sacramento, CA 95814

Attachment: Yucaipa Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL

**FICTITIOUS BUSINESS NAME  
ADDITIONAL INFORMATION**  
(Business & Registrant names)

FBN/ABANDONMENT  
FBN FILE NUMBER: R-201511453

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

**FILED**  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder  
R-201511453  
10/15/2015 02:16 PM Fee: \$62.00

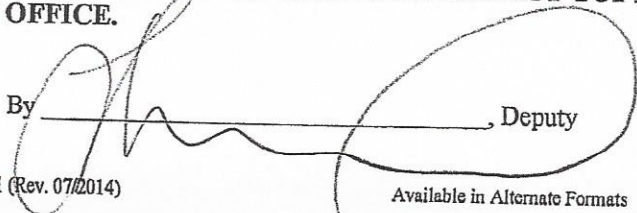
**ADDITIONAL BUSINESS NAME(S)**

- (1) RINCO TOWING & TRANSPORT
- (2) YUCAIPA TOWING & TRANSPORT
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_

**ADDITIONAL REGISTRANT NAME(S)**

Name of Registrant – First, Middle and Last for individual or name of Corp./LLC _____ Residence Address (if Corp. or LLC enter the physical address of Corp./LLC) _____ City _____ State _____ Zip _____ If Corp., or LLC, then identify state of incorporation or organization (must be registered in CA). _____	Name of Registrant – First, Middle and Last for individual or name of Corp./LLC _____ Residence Address (if Corp. or LLC enter the physical address of Corp./LLC) _____ City _____ State _____ Zip _____ If Corp., or LLC, then identify state of incorporation or organization (must be registered in CA). _____
Name of Registrant – First, Middle and Last for individual or name of Corp./LLC _____ Residence Address (if Corp. or LLC enter the physical address of Corp./LLC) _____ City _____ State _____ Zip _____ If Corp., or LLC, then identify state of incorporation or organization (must be registered in CA). _____	Name of Registrant – First, Middle and Last for individual or name of Corp./LLC _____ Residence Address (if Corp. or LLC enter the physical address of Corp./LLC) _____ City _____ State _____ Zip _____ If Corp., or LLC, then identify state of incorporation or organization (must be registered in CA). _____
Name of Registrant – First, Middle and Last for individual or name of Corp./LLC _____ Residence Address (if Corp. or LLC enter the physical address of Corp./LLC) _____ City _____ State _____ Zip _____ If Corp., or LLC, then identify state of incorporation or organization (must be registered in CA). _____	Name of Registrant – First, Middle and Last for individual or name of Corp./LLC _____ Residence Address (if Corp. or LLC enter the physical address of Corp./LLC) _____ City _____ State _____ Zip _____ If Corp., or LLC, then identify state of incorporation or organization (must be registered in CA). _____

**I HEREBY CERTIFY THAT THIS IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.**

By  Deputy

**PETER ALDANA**  
Assessor, County Clerk, Recorder  
County of Riverside

Attachment: Yucaipa Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL



PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

P.O. Box 751, Riverside, CA 92502-0751 - (951) 486-7000  
38-686 El Cerrito Road, Palm Desert, CA 92211 - (760) 863-8732

OFFICE OF THE COUNTY CLERK

<p><b>FICTITIOUS BUSINESS NAME STATEMENT</b></p> <p><b>SEE REVERSE SIDE FOR FEES AND INSTRUCTIONS</b></p> <p><b>- USE BLACK INK ONLY - MUST BE TYPED OR PRINTED INITIAL CROSS OUTS NO WHITE OUT ALLOWED</b></p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p style="text-align: center;">CLERK'S USE ONLY</p> <p>\$ _____ # _____</p> <p style="text-align: center;">Fee Receipt</p> <p>Comments: _____</p> </div>	<p style="text-align: center;"><b>COUNTY CLERK'S FILING STAMP</b></p> <p><b>FILED</b></p> <p>County of Riverside Peter Aldana Assessor-County Clerk-Recorder <b>R-201511453</b> 10/15/2015 02:16 PM Fee: \$62.00 Page 1 of 2</p>
<p>THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS:</p>	
<p>1a. Fictitious Business Name (If more than one business name at same address - Attach Supplemental Sheet)</p> <p><b>INRI INTERNATIONAL INC.</b></p>	
<p>1b. List COMPLETE Physical Business Address (No P.O. Boxes or Postal Facilities)</p> <p><b>21921 ALESSANDRO BLVD., MORENO VALLEY, CA 92373</b></p> <p>Mailing Address (if different than business address - optional)</p> <p><b>65 LUPINE ST., REDLANDS, CA 92373</b></p>	
<p>1c. Name of County (where business is located)</p> <p style="text-align: center;"><b>RIVERSIDE</b></p>	
<p>2a. Registrant Information (Individual, Corp., LLC, Gen. Partner, etc.)</p> <p><b>INRI INTERNATIONAL INC.</b></p> <p>If individual-spell out first, middle and last names (use dash if no middle name)</p> <p><b>65 LUPINE ST.</b></p> <p>Residence Address (if Corp. or LLC enter the physical address of the Corp./LLC)</p> <p><b>REDLANDS CA 92373</b></p> <p>City State Zip</p> <p>List State of Corp./LLC. Must be registered in California <b>CA</b></p>	<p>2b. Registrant Information (Individual, Corp., LLC, Gen. Partner, etc.)</p> <p>If individual-spell out first, middle and last names (use dash if no middle name)</p> <p>Residence Address (if Corp. or LLC enter the physical address of the Corp./LLC)</p> <p>City State Zip</p> <p>List State of Corp./LLC. Must be registered in California</p>
<p>2c. Registrant Information (Individual, Corp., LLC, Gen. Partner, etc.)</p> <p>If individual-spell out first, middle and last names (use dash if no middle name)</p> <p>Residence Address (if Corp. or LLC enter the physical address of the Corp./LLC)</p> <p>City State Zip</p> <p>List State of Corp./LLC. Must be registered in California</p>	<p>2d. Registrant Information (Individual, Corp., LLC, Gen. Partner, etc.)</p> <p>If individual-spell out first, middle and last names (use dash if no middle name)</p> <p>Residence Address (if Corp. or LLC enter the physical address of the Corp./LLC)</p> <p>City State Zip</p> <p>List State of Corp./LLC. Must be registered in California</p>
<p>3. This business is conducted by: (If More Than four Registrants - Attach Additional Sheet Showing Owner Information)</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Married Couple <input type="checkbox"/> Trust <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> General Partnership</p> <p><input type="checkbox"/> A Limited Partnership <input type="checkbox"/> Co-partners <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership</p> <p><input type="checkbox"/> An Unincorporated Association - other than a partnership <input type="checkbox"/> State or Local Registered Domestic Partnership</p>	
<p>4. <input type="checkbox"/> Registrant has not yet begun to transact business under the fictitious name(s) listed above.</p> <p><input checked="" type="checkbox"/> Registrant commenced to transact business under the fictitious business name(s) listed above on <u>10/07/2015</u></p>	
<p>I declare that all the information in this statement is true and correct. (A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000).)</p>	
<p>5. Signature(s) <u><i>Rini Montano</i></u></p> <p>(Only one is required)</p> <p>Typed or Printed Name(s) <b>RINI DALENE MONTANO</b></p>	
<p>If Limited Liability Company/Corporation, Title <b>PRESIDENT</b> QC'D BY: <u><i>[Signature]</i></u></p>	
<p><b>THIS STATEMENT WAS FILED WITH THE COUNTY CLERK OF RIVERSIDE COUNTY ON DATE INDICATED BY FILE STAMP ABOVE</b></p>	
<p>NOTICE-IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS BUSINESS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THIS STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER FEDERAL, STATE OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONAL CODE).</p>	<p>I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.</p> <p style="text-align: center;"><b>PETER ALDANA</b></p> <p style="text-align: center;">RIVERSIDE COUNTY CLERK</p> <p>By <u><i>[Signature]</i></u>, Deputy</p>

ACR 500 (Rev. 12/2013)

Available in Alternate Formats

Attachment: Yucaipa Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL

**Business Entities (BE)**

Online Services

- [E-File Statements of Information for Corporations](#)
- [Business Search](#)
- [Processing Times](#)
- [Disclosure Search](#)

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- [Business Identity Theft](#)
- [Misleading Business Solicitations](#)

**Business Entity Detail**

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, October 16, 2015. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	YUCAIPA TOWING, INC.
Entity Number:	C2446310
Date Filed:	08/30/2002
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	1150 BROOKSIDE AVE STE K
Entity City, State, Zip:	REDLANDS CA 92373
Agent for Service of Process:	TAX PLUS BOOKKEEPING, INC.
Agent Address:	1150 BROOKSIDE AVENUE SUITE K
Agent City, State, Zip:	REDLANDS CA 92373

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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Attachment: Yucaipa Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL



**Business Entities (BE)**

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- **Misleading Business Solicitations**

**Business Entity Detail**

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, October 16, 2015. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	INRI INTERNATIONAL INC.
Entity Number:	C3689529
Date Filed:	06/27/2014
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	1150 BROOKSIDE AVE STE K
Entity City, State, Zip:	REDLANDS CA 92373
Agent for Service of Process:	TAX PLUS BOOKKEEPING, INC.
Agent Address:	1150 BROOKSIDE AVENUE SUITE K
Agent City, State, Zip:	REDLANDS CA 92373

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
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TAB 2

Section 3 ORGANIZATIONAL STRUCTURE

- Organizational Structure: Corporation

- Federal Tax ID No. 47-1393864

Please see next page for the Department of the Treasury IRS EIN Number

 **IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 07-22-2014

Employer Identification Number:  
47-1393864

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:  
1-800-829-4933

INRI INTERNATIONAL INC  
65 LUPINE ST  
REDLANDS, CA 92373

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-1393864. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	01/31/2015
Form 940	01/31/2015
Form 1120	03/15/2015

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



Department of the Treasury  
Internal Revenue Service  
Ogden, UT 84201

In reply refer to: Change IDRS#  
Sep 21, 2010 LTR 147C  
46-0498744

YUCAIPA TOWING INC  
ACOSTA GEORGE  
24124 SUNNYMEAD BLVD  
MORENO VALLEY CA 92553-3096 242

Taxpayer Identification Number: 46-0498744

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of September 21st, 2010.

Your Employer Identification Number (EIN) is 46-0498744. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms.Vital  
07-90308  
Customer Service Representative

Attachment: Yucaipa Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL



## TAB 3

## Section 4 OWNER/PRINCIPAL YEARS OF EXPERIENCE

George Acosta and Rini Montano engaged in a business partnership in 2002. During this time they held contracts providing towing service with the California Highway Patrol and Yucaipa Sheriff's Department. In 2003, they rented a second tow yard in Moreno Valley when they were awarded a contract with AAA of California. In 2004 Yucaipa Towing was added to the MVPD and CHP Rotational List for the City of Moreno Valley.

In 2006, Rini left her position at Yucaipa Towing to pursue her passion which was to work in healthcare. She returned in 2014 to run the Administrative/Financial end of the business. Yucaipa Towing has grown over the years to add multiple locations and in various cities contracted with law enforcement agencies and State Parks respectively. Yucaipa Towing has gone through various changes over the last 4 years, as every small business does. As so, George has always maintained a commitment to providing a high level of service to all of the accounts Yucaipa Towing has served.

For the 5 years that Yucaipa Towing has held a contract with the City of Moreno Valley, we have made it our priority to handle all law enforcement needs maintaining a balanced team always available for a timely response. We are prepared to tow any vehicle ranging from motorcycles to big rig tractor trailers. We have transported equipment for the city yards and volunteered every year for Parks and Recreation to tow the float in the annual parade. In addition we have supported the K-9 teams by providing a facility to train and vehicles for the annual competition. We have partnered with Code Enforcement and every department in the City of Moreno Valley to provide necessary services to get the job done. We feel that we have maintained the City Tow Contract with the highest quality service, timeliness and dedication. Yucaipa Towing sincerely hopes to continue the service relationship it has with the community of Moreno Valley.

TAB 4

Section 5 & 6            ADMINISTRATIVE OFFICE/VEHICLE STORAGE

- Administrative Offices:

21921 Alessandro Blvd.  
Moreno Valley, CA 92553  
Work: 951.247.3010  
Fax: 951.656.7244

TAB 5

**Section 7 CITY OF MORENO VALLEY BUSINESS LICENSE**

- **City of Moreno Valley Business License Number: 12856**  
**Please see next page for City of Moreno Valley Business License**

# CITY OF MORENO VALLEY

# BUSINESS LICENSE TAX RECEIPT

The person, firm or corporation named below has paid the appropriate fees to the City and is hereby granted this business license tax receipt for the business described below. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of any law or ordinance. The City does not pass on the qualifications of the holder of this business license tax receipt.

**Business Name:** Yucaipa Towing, Inc  
**Business Location:** 21921 Alessandro Blvd, Moreno Valley, CA 92553  
**Business Owner:** I N R I International  
Yucaipa Towing, Inc

**BUSINESS TYPE:** 997  
**Description:** Rotational Tow

**BUSINESS LICENSE #:** 12856  
**Effective Date:** January 01, 2015  
**Expiration Date:** December 31, 2015

YUCAIPA TOWING, INC  
ATTN: GEORGE ACOSTA  
21921 ALESSANDRO BLVD  
MORENO VALLEY, CA 92553



Richard Teichert  
Chief Financial Officer

**TO BE POSTED IN A CONSPICUOUS PLACE**

**NOT TRANSFERABLE**

Attachment: Yucaipa Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL

## TAB 6

## Section 8 CERTIFICATES OF INSURANCE

- **Certificate of Insurance Evidencing City's Minimum Coverage Limits**  
Please see attached which include:
  - **Certificate of Liability Insurance issued by State National Insurance Co. This policy provides all minimum coverage types and amounts. This policy also names the City of Moreno Valley as additional insured. Valid through 10/26/16.**
  - **Certificate of Workman's Compensation issued by State Fund.**
  - **INRI International Inc. Insurance Broker's contact information.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/ **A.12.g**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> <b>Sea Crest Insurance Agency, Inc.</b> 25255 Cabot Rd #206 Laguna Hills, CA 92653 OE02031	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(949) 951-5900</b> FAX (A/C, No): <b>(949) 951-0</b> E-MAIL ADDRESS: <b>angelica@seacrestins.com</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> <b>INRI International, Inc.</b> 65 Lupine Street Redlands, CA 92373-4215 760-774-3886	<b>INSURER A:</b> <b>State Compensation Ins Fund</b> <b>NAIC 3507</b>
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A	<b>9144669-15</b>	<b>10/13/15</b>	<b>10/13/16</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  <b>Proof of Insurance</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Attachment: Yucaipa Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10 A.12.g

**PRODUCER**  
**Sea Crest Insurance Agency, Inc.**  
 25255 Cabot Rd #206  
 Laguna Hills, CA 92653  
 (949) 951-5900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
**Yucaipa Towing**  
**INRI International, Inc.**  
 14035 Tuscany Court  
 Riverside, CA 92508  
 951-247-3010

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	State National Insurance Co	12831
INSURER B:	State Compensation Ins Fund	35076
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	Y	GENERAL LIABILITY	XNDP-01125-01	10/25/15	10/25/16	EACH OCCURRENCE	\$ 1,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5
		<input checked="" type="checkbox"/> Premises				PERSONAL & ADV INJURY	\$ 1,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000
A	Y	AUTOMOBILE LIABILITY	XNDA-01125-01	10/25/15	10/25/16	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		<input checked="" type="checkbox"/> U/M 60,000					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE	\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	9144669-15	10/13/15	10/13/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000
A		OTHER <b>GKLL</b>	XNDA-01125-01	10/25/15	10/25/16	\$ 250,000 Per Location	
A		Cargo/On Hook	XNDA-01125-01	10/25/15	10/25/16	\$ 250,000 Per Vehicle	
A		Physical Damage	XNDA-01125-01	10/25/15	10/25/16	Comp & Coll Ded \$1k	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

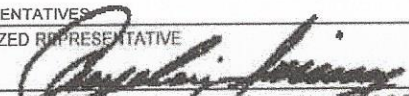
**CERTIFICATE HOLDER**

City of Moreno Valley  
 14177 Frederick Street  
 PO Box 88005  
 Moreno Valley, CA 92552

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Attachment: Yucaipa Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL

POLICY NUMBER: XNDP-01125-01

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>City of Moreno Valley  City of Moreno Valley Community Services District  Moreno Valley Housing Authority  14177 Frederick Street  P.O. Box 88005  Moreno Valley, CA 92552</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Attachment: Yucaipa Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL





**SEA CREST**  
INSURANCE AGENCY, INC.

Thursday, October 22, 2015

INRI International, Inc.  
dba: Yucaipa Towing  
14035 Tuscany Court  
Riverside, CA 92508

RE: Certificates of Insurance &  
Vehicle Identification Cards

Dear Rini,

Enclosed are your copies of certificates of insurance and vehicle identification cards. The original certificates have been mailed to the certificate holders. **Be sure to verify the limits, coverage, vehicle schedules and vehicle identification numbers** . Listed below is the name of your insurance company, policy number, and effective date.

Insurance Company:	State National Insurance Company
Policy Number:	XNDA-01125-01 / XNDP-01125-01
Effective Date:	10/25/15

**IN THE EVENT OF AN ACCIDENT OR LOSS IMMEDIATELY CONTACT  
at 877-212-3272**

If you need any additional certificates of insurance, please call and we will process your request immediately. Your insurance policy will be forwarded upon receipt. If you have any questions, don't hesitate to call.

We appreciate your business !!

Sincerely,

Mark Cruz  
Enclosures

Attachment: Yucaipa Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL

## TAB 7

## Section 9 STORAGE FACILITY

- Address of Administrative Office and Vehicle Storage Facility:  
*21921 Alessandro Blvd., Moreno Valley, CA 92553*
- Do you have the required space between vehicles? *Yes*
- Number of secured inside storage spaces: *20 Inside*
- Type of Security System: *"MRX" 32 Camera Surveillance*
- Type and Location of Lighting: *LED & Halid lighting Complete Exterior*
- Type of fencing or wall security vehicles stored: *8' Slotted Fencing*
- Yucaipa Towing Site Plan: *Please see attached document*



TAB 8

Section 10 OWNER RETRIEVAL

- PROVIDE HOURS OF OPERATION

*Monday – Friday*

*8:00 am to 5:00 pm*

*After hour vehicle releases upon request: 7 days/week*

## TAB 9

## Section 11 CONTACT INFORMATION

Owner Name/Authorized Representative: Rini Montano  
Cell: 760.774.3886  
Fax: 951.225.3539  
Email: [rini@yucaipatowinginc.com](mailto:rini@yucaipatowinginc.com)

George Acosta  
Cell: 951.247.3010  
Fax: 951.239-4241  
Email: [george@yucaipatowinginc.com](mailto:george@yucaipatowinginc.com)

TAB 10

Section 12 STATEMENT OF ACCEPTANCE

INRI International, Inc dba Yucaipa Towing, Inc., represented by Rini Montano, President and George Acosta, General Manager accept all conditions and requirements contained in this RFP, Chapter 12.14 of the Moreno Valley Municipal Code.

Signed by:

Date:

R. Montano 10/22/15

Attachment: Yucaipa Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL

TAB 11

Section 13    **REQUIRED ATTACHMENTS**

- **Moreno Valley Employee List**
- **City of Moreno Valley Truck List**
- **Department of Motor Vehicles Motor Carrier Permit**
- **Tow Operator Permit—City of Moreno Valley**
- **Certificate of Occupancy**

### MORENO VALLEY EMPLOYEE LIST

#### DRIVERS

NAME	DRIVERS LICENSE	D.O.B.	CLASS
GEORGE ACOSTA	C1093499	1/25/1965	A
HUBALDO ELIAS	D3000703	10/7/82	A
CARLOS CONTRERAS	U6015940	1/3/2018	C
RAUL GARCIA	B7675196	5/22/1980	C
CHRISTIAN HIPOLITO BERNAL	F7087811	3/3/1986	C
JOSE AMAYA	E1212002	5/6/1989	C

#### OFFICE PERSONAL

NAME	POSITION
RINI MONTANO	PRESIDENT
GEORGE ACOSTA	GENERAL MNG
GARY CHAMBERLAIN	DISPATCHER
JOANNA KOSER	OFFICE MNG

Attachment: Yucaipa Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL



CITY OF MORENO VALLEY TOW TRUCK LIST

TRUCK#	MAKE/ MODEL	LICENSE #	EQUIPMENT	GVWR	CLASS
YT-05	2012 PETERBILT	49472H1	HEAVY SUPER DUTY WRECKER	80,000	D
YT-10	2010 PETERBILT	8W01695	MEDIUM WRECKER	35,000	C
YT-23	2012 PETERBILT	49692H1	FLATBED	26,000	A
YT-95	2012 PETERBILT	41301G1	FLATBED	26000	A
YT-99	2012 FORD F550	73054K1	WHEELIFT	30000	A


Attachment: Yucaipa Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL

CALIFORNIA STATE TRANSPORTATION AGENCY  
**DEPARTMENT OF MOTOR VEHICLES**  
Registration Operations Division MS G875  
P.O. BOX 932370 Sacramento, CA. 94232-3700  
(916) 657-8153



12/09/2013

YUCAIPA TOWING INC  
PO BX 55037  
RIVERSIDE, CA 92517

 <b>NON-EXPIRING MOTOR CARRIER PERMIT Combined Carrier</b>			
DEPARTMENT OF MOTOR VEHICLES Registration Operations Division P.O. BOX 932370 Sacramento, CA. 94232-3700  YUCAIPA TOWING INC PO BX 55037 RIVERSIDE, CA 92517			
Valid From:	12/09/2013	Valid Through:	Non-Expiring
CA#:	0242828		
The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification:  <p style="text-align: center;"><b>Corporation</b></p>			
<b>Not Valid for Intrastate Only Operations</b>			
Pmt Date:	N/A	Office #:	154
Account #:	375223	Tech ID:	RA
Sequence #:	0014	Amt Paid:	No Fee

**!!!IMPORTANT REMINDERS!!!**

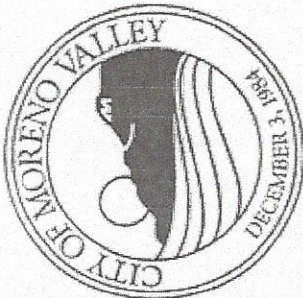
1. This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
2. Federal Motor Carrier Safety Administration insurance requirements must be maintained.
3. If you commence intrastate only operations, you must renew your MCP.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

MC 2200 M (REV. 01/2011)

*A Public Service Agency*

Attachment: Yucaipa Towing (1790 : AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN THE CITY-WIDE ROTATIONAL



CITY OF MORENO VALLEY  
ROTATIONAL TOW SERVICE PROGRAM  
**TOW OPERATOR PERMIT**

THIS CERTIFIES THAT:

BUSINESS NAME YUCAIPA TOWING  
OWNER NAME: George Acosta  
BUSINESS ADDRESS: 22101 Alessandro Blvd., Moreno Valley, CA 92553

HAS BEEN APPROVED TO PARTICIPATE IN THE CITY OF MORENO  
VALLEY ROTATIONAL TOW SERVICE PROGRAM.

START DATE: 1/7/2011 EXPIRATION DATE: 12/31/2015  
PERMIT NUMBER: MOVAL-RTS-12856  
APPROVED BY: *[Signature]* DATE: 1/6/11  
AKBrady, Code & Neighborhood Services Official

This certificate must be posted prominently and permanently in a conspicuous and public location upon the premises where such business is carried on.



CITY OF MORENO VALLEY  
DEPARTMENT OF COMMUNITY DEVELOPMENT

CERTIFICATE OF OCCUPANCY

THIS CERTIFIES THAT: YUCIPA TOWING INC.  
LOCATED AT: 21921 ALESSANDRO BLVD., MORENO VALLEY, CA 92553  
OWNER: GEORGE R ACOSTA Permit No.: B1301518  
ADDRESS: 21921 ALESSANDRO BLVD., MORENO VALLEY, CA 92553

HAS BEEN INSPECTED AND COMPLIES WITH THE REQUIREMENTS OF THE CODE FOR CBC EDITION 2010  
CONSTRUCTION TYPE: VB OCCUPANCY GROUP: B,S2,F1 OCCUPANT LOAD: 63  
AUTOMATIC SPRINKLER SYSTEM REQUIRED? YES NO  NO  X INSTALLED? YES NO  X  
SPECIAL CONDITIONS: \_\_\_\_\_

DATE: 09-05-13  
Allen Brock  
ALLEN BROCK Building Official

This certificate must be posted and permanently maintained in a conspicuous place at or close to the entrance of the building or structure referred to above.



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Abdul Ahmad, Fire Chief

**AGENDA DATE:** December 15, 2015

**TITLE:** MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND MORENO VALLEY UNIFIED SCHOOL DISTRICT FOR EMERGENCY OPERATIONS

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Approve the Memorandum of Understanding (MOU) between the City of Moreno Valley (City) and the Moreno Valley Unified School District (MVUSD) in preparation of the anticipated El Niño season 2015-2016.

### **SUMMARY**

This report recommends approval of a Memorandum of Understanding (MOU) between the City of Moreno Valley (City) and the Moreno Valley Unified School District (MVUSD) in preparation of the 2015-2016 El Niño season and future emergency incidents and disasters within the City.

### **DISCUSSION**

In preparation of the El Niño season, an extensive interdepartmental strategic plan has been adopted and implemented that includes outreach to surrounding jurisdictions. In September 2015, the City and MVUSD began discussions on how to collectively enhance these preparedness and response efforts. During these discussions, it was identified that an MOU between the two agencies would allow for potential sharing of resources during emergencies which could enhance the response efforts during incidents. The City and MVUSD have been working collaboratively to identify mutually supportive resources to be utilized under the Incident Command System (ICS) in the event of a significant emergency event affecting the City of Moreno Valley and/or school campuses.

The purpose of this MOU is to define advanced working relationships between the City and the MVUSD, in preparing for and responding to disasters or emergencies. The proposed MOU provides the broad framework for cooperation and support between the City and the District in assisting residents who have been impacted by disaster, providing other humanitarian services, and restoring facilities to normal operations. The City and the District have established a formal process where they may provide additional support to each other in the form of personnel, services, and equipment as deemed to be necessary or advisable in a declared emergency. During disastrous incidents, it is critical to recognize that various types of emergencies can occur and may overwhelm the resources and capabilities of individual agencies. Under these circumstances, it may be necessary for each agency to request assistance in the form of personnel, services, and equipment to continue to deliver essential and critical services.

Execution of this MOU does not create any duty to provide assistance. When either agency receives a request for assistance, the providing agency shall have sole and absolute discretion as to whether or not to furnish assistance. Neither agency shall be required to unreasonably deplete its own personnel, services, and/or equipment in furnishing such assistance. Each agency retains the right to withdraw some or all of their respective resources at any time for any reason under practical circumstances and reasonable timeframes.

### **ALTERNATIVES**

1. Approve the recommended Memorandum of Understanding between the City and MVUSD in preparation of the 2015-2016 El Niño season and future emergency incidents and disasters within the City. *Staff recommends this alternative as this will allow the City and District to enhance preparedness and response efforts to the multiple storm events anticipated with the upcoming El Niño season future emergency incidents and disasters within the City.*
2. Do not approve the Memorandum of Understanding between the City and MVUSD in preparation of the 2015-2016 El Niño season future emergency incidents and disasters within the City. *Staff does not recommend this alternative as this would preclude the City and MVUSD from enhancing preparedness and response efforts to multiple storm events anticipated in the upcoming El Niño season future emergency incidents and disasters within the City.*

### **FISCAL IMPACT**

This MOU does not create any financial commitments from one party to the other except for reimbursement for mutual agency use of personnel, equipment, materials, and supplies.

Any reimbursement costs shall be additionally tracked through the use of project

accounts and if eligible for reimbursement through the Federal Emergency Management Agency (FEMA), California Office of Emergency Services (Cal OES), or another available source, this process shall help facilitate any potential request for reimbursement. If any funds are received in the future, such funds may be applied to reimburse the General Fund.

Any City reimbursement costs to MVUSD shall be brought to Council for action/ratification as a budget adjustment.

**NOTIFICATION**

On October 27, 2015, the MVUSD Governing Board gave approval for the District to enter into the proposed MOU.

Due to the desire to get the proposed MOU into place prior to any significant weather occurrences, this item has not been reviewed by the Public Safety Subcommittee and will be presented to the full City Council.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Alia A. Rodriguez  
Emergency Management Program Manager

Department Head Approval:  
Abdul R. Ahmad  
Fire Chief

**CITY COUNCIL GOALS**

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

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

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

**ATTACHMENTS**

- 1. Final Draft MOU\_City and School District \_AAR\_Edits\_12\_2\_15 PJE Rev 120315

**APPROVALS**

Budget Officer Approval	<u>      ✓ Approved      </u>	12/03/15 12:37 PM
City Attorney Approval	<u>      ✓ Approved      </u>	12/03/15 12:50 PM
City Manager Approval	<u>      ✓ Approved      </u>	12/03/15 1:28 PM



# **Memorandum of Understanding**

**between**

**The City of Moreno Valley, California**

**and**

**The Moreno Valley Unified School District**

**for**

**Disaster Preparedness and Emergency  
Operations**



## **I. Purpose**

The purpose of this Memorandum of Understanding ("MOU") is to define advanced working relationships between The City of Moreno Valley (hereinafter "the City") and the Moreno Valley Unified School District (hereinafter "the District"), in preparing for and responding to disasters. This MOU provides the broad framework for cooperation and support between the City and the District in assisting residents who have been impacted by disaster, providing other humanitarian services, and restoring facilities to normal operations. The City and the District have established a formal process whereby they may receive and provide additional support to each other in the form of personnel, services, and equipment as deemed to be necessary or advisable in an emergency. Recognizing that emergencies and other events may overwhelm the resources and capabilities of individual agencies, and agencies may require assistance in the form of personnel, services, and equipment to continue to deliver essential and critical services, the City and the District hereby establish this MOU.

## **II. Parties**

### **A. City of Moreno Valley**

The City of Moreno Valley is a municipal corporation formed under the laws of the State of California.

### **B. Moreno Valley Unified School District**

The District is a public local education agency formed under the laws of the State of California.

### **C. Authorized Official**

An employee or officer of the City or the District who is empowered and legally authorized to: (1) request assistance; (2) offer assistance; (3) refuse to offer assistance; (4) cancel a request or release assistance; or (5) withdraw assistance under this MOU.

### **D. Emergency**

A natural or human caused event or circumstance causing, or imminently threatening to cause, impact to the operations of the City or the District, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic activity, spills or releases of oil or hazardous material, utility interruption, transportation emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or other conditions which are, or are likely to exceed, the resources of the City or the District and require assistance.

### **E. Period of Assistance**

A specified period of time when a Providing Agency assists a Requesting Agency. The period

shall commence when personnel and/or equipment expenses are initially incurred by the Providing Agency in response to the official request of the Requesting Agency and shall end upon agreement of the parties.

#### **F. Providing Agency**

An Agency that responds to a Requesting Agency by agreeing to provide personnel, services, equipment, etc. under the terms and conditions of this MOU.

#### **G. Requesting Agency**

An Agency who requests assistance under this MOU.

### **III. Cooperative Actions**

The City and the District will use best efforts to coordinate their respective disaster relief activities to maximize services to the community and mitigate duplication of efforts in the following ways:

1. Maintain close coordination, liaison, and support at all levels with briefings, conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies. Develop joint Standard Operating Procedures for notification of disaster and emergency situations.
2. During disasters and emergencies, keep each other informed of the human needs created by the events and the services each party is providing. Share current data regarding disasters, to include statistical information, historical information, emerging needs and trends, damage assessments, disaster declarations, and service delivery.
3. During a disaster or declared emergency situation, the City will coordinate all operations through the Emergency Operations Center (EOC). The District, as appropriate, and at the request of the City, shall provide liaison personnel to the City EOC. The City shall provide work space and, whenever possible, other required support, such as a computer, internet access, e-mail access and a designated phone line for the District liaison personnel assigned to the City EOC.
4. Work together to develop plans and secure resources to facilitate delivery of services to people with disabilities and/or functional and access needs during a disaster or declared emergency situation.
5. Actively participate in reviewing and carrying out responsibilities outlined in the local emergency operations plans.
6. During the time of disaster and readiness, keep the public informed of the parties' cooperative efforts through the public information offices of the City and the District.

7. Advocate for programs and public policy/decisions, when appropriate, designed to mitigate disaster damage and loss of life in the City.
8. Make training, educational and other developmental opportunities available to the other party's personnel and explore joint training and exercises. Encourage all staff and volunteers to engage in training, exercises, and disaster response activities, as appropriate.
9. Explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within the City.
10. Allow the use of each party's facilities, as available, and if agreed upon in writing, for the purpose of preparedness training, meetings and response and recovery activities.
11. Widely distribute this MOU within City and District departments and administrative offices and urge full cooperation.
12. With respect to each Period of Assistance, Requesting Agency agrees that it will provide appropriate reimbursement to the Providing Agency regarding all costs and expenses incurred by the Providing Agency in furnishing assistance as identified under the articles of this MOU, unless otherwise agreed to in writing by each Party. Parties must maintain auditable records in a manner consistent with generally accepted practices and in a manner consistent with the Party's adopted practices and methods of record keeping and retention.
13. Agree to furnish personnel, services, and/or equipment to each other to prevent and/or respond to any type of emergency in accordance with duly adopted plans, whether heretofore or hereafter adopted, detailing the method and manner by which such personnel, services, and equipment are to be made available and furnished; provided, however, that no Party shall be required to unreasonably deplete its own personnel, services, and/or equipment in furnishing such assistance.
14. In general, assistance will be in the form of resources, such as personnel, services equipment, and/or supplies. Assistance shall be given only when Providing Agency, in its sole and absolute discretion, determines that its own needs can be met while rendering assistance. The execution of this MOU shall not create any duty to furnish assistance on the part of the City or the District.
15. Execution of this MOU does not create any duty to furnish assistance. When a Party receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to furnish assistance, or the availability of resources to be furnished in such response. A Party shall not be held liable for refusing to provide assistance. An Authorized Official's decisions on the availability of resources and the furnishing of assistance shall be final.
16. Personnel of the Providing Agency shall at all times during the Period of Assistance continue to be personnel of the Providing Agency and shall not be deemed personnel of the Requesting Agency for any purpose. Wages, hours, and other terms and conditions of

employment of the Providing Agency shall remain applicable to its personnel during the Period of Assistance.

17. The Providing Agency's safety and security rules, procedures, policies, guidelines, regulations, and laws shall apply to all work done by its personnel unless as mutually agreed otherwise. Any conflict, disagreement, questions and/or concerns arising about any safety and security rules and/or procedures should be brought to the Authorized Officials for prompt resolution between the Requesting Agency and Providing Agency.
18. Providing Agency retains the right to withdrawal some or all of its respective resources at any time and for any reason in the Providing Agency's sole and absolute discretion. Notice of intention to withdraw resources must be communicated by the Providing Agency to the Requesting Agency's Authorized Official as soon as possible under the circumstances. Actual release of the furnished resources shall be made as soon as it is safe and practicable as determined by the Requesting Agency's Authorized Official. All resources shall be returned to the Providing Agency as soon as is practicable and reasonable under the circumstances.
19. The City and the District shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of this MOU.

**Examples of additional Cooperative Actions (as applicable):**

- Provide 24-hour emergency response numbers to City and District EOCs.
- Identify key personnel, including 12 hour watch schedule for extended operations.
- District to provide to City key breaks in the instructional calendar.
- Identify process for capturing labor and material costs, invoicing and payments.
- Initiate request for assistance orally or in writing. When requests are made orally, the request shall also be prepared in writing and submitted as soon as possible, but in no event longer than forty-eight (48) hours after the oral request was made. Requests for assistance shall be directed to the Authorized Official of the Requesting Agency.
- Provide advanced approval for City use of District transportation assets.
  - ID two buses, two drivers, and one supervisor for evacuation transportation.
  - City use of District CNG pumping station in District transportation yard.
- Provide advanced approval for City use of District vehicles for emergency food distribution.
- Provide advanced approval for City and District mutual assistance between public works and maintenance and operations. May include, but not be limited to:
  - Sand bagging operations

- Use of rolling stock (skip loader, back hoe, forklifts, etc.)
  - Loss of power, electrical shock hazards, gas main ruptures, etc.
  - Other restoration operations as emergency events dictate
- Advanced identification of historical flooding areas with the City. City to clear city-owned/maintained storm drain infrastructure in advance of and during a significant rain event in the vicinity of the following District facilities:
    - Valley View High School
    - Moreno Valley Elementary School
    - Chaparral Hills Elementary School
    - Hidden Springs Elementary School
  - Advanced identification of District facilities designated for Red Cross Sheltering Operations. The following District facilities are currently designated in writing:
    - Canyon Springs High School
    - March Mountain High School
    - Moreno Valley High School
    - Valley View High School
    - Vista del Lago High School
    - Badger Springs Middle School
    - Landmark Middle School
    - Mountain View Middle School (designated for large animal sheltering)
    - Palm Middle School
    - Sunnymead Middle School
  - Advanced identification of District schools sites, boundary maps, bell schedules and break schedules.
  - Advanced coordination of City EOC and District communications frequencies.
  - Advanced agreement for City use of District EOC as an Alternate City EOC.

#### IV. Cost Reimbursement

Except as herein otherwise provided, the Requesting Agency shall reimburse the Providing Agency for each of the following categories of costs and expenses incurred by the Providing Agency as a result of furnishing Assistance during the specified Period of Assistance, as set forth below, or by written mutual agreement reached at the time the request for assistance is agreed to by the Providing Agency. Agencies will use their respective documented financial, accounting, and procurement policies in managing costs and coordinating reimbursement and payment.

1. Personnel – Providing Agency’s fully burdened personnel costs (i.e., equal to the personnel’s applicable salary or hourly wage plus fringe benefits and overhead, and consistent with Providing Agency’s collective bargaining agreements or other prescribed conditions). All personnel costs incurred for work performed during the specified Period of Assistance will be included. The Requesting Agency shall be responsible for all direct and indirect labor costs.

2. Equipment – Use of equipment, including construction equipment, revenue and/or non-revenue vehicles, or any other equipment, shall be at Providing Agency's current equipment rates and subject to the following conditions:
  - a. The Requesting Agency shall reimburse the Providing Agency for the use of equipment during the specified Period of Assistance, including, but not limited to, any rental rates, fuel, lubrication, maintenance, transportation, and loading/unloading of equipment furnished for Mutual Assistance. Alternatively, Requesting Agency may, at its own expense, provide fuel, lubrication and maintenance for furnished equipment until such time as the equipment is returned to the Providing Agency.
  - b. Providing Agency's costs related to the transportation, handling and loading/unloading of equipment shall be chargeable to the Requesting Agency.
3. Materials and Supplies – Requesting Agency shall reimburse the Providing Agency in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Other supplies and reusable items that are returned to the Providing Agency in a clean, damage-free condition shall not be charged to the Requesting Agency and no rental fee will be charged; otherwise, they shall be treated as expendable supplies.

#### **V. Periodic Review**

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans or goals as appropriate.

#### **VI. Term and Termination.**

This MOU is effective as of November 1, 2015 and it expires on October 31, 2020. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time and for any reason or for no reason.

#### **VII. Miscellaneous**

This MOU does not create a partnership nor a joint venture and does not create any financial commitments from one party to the other except for reimbursement for mutual agency use of labor, materials, and supplies. Neither party has the authority to bind the other to any other obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty to either public agency.

Signature page follows.

**CITY OF MORENO VALLEY**

**MORENO VALLEY UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Michelle Dawson, City Manager

\_\_\_\_\_  
Dr. Judy White, Superintendent

Attest:

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

Approved as to Form:

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

## APPENDIX A - the City of Moreno Valley and Moreno Valley Unified School District MOU

### Moreno Valley Unified School District – Equipment List

- John Deere Backhoe mid-size unit has 12” & 24” buckets and jackhammer attachment
- John Deere Large Backhoe unit has skip loader and box scraper
- Two John Deere tractors
- 5 yard dump truck
- 3 yard dump truck
- Toyota one ton stake bed flat bed
- Three ¾ utility truck with tommy lifts
- 6,000 lbs. diesel fork lift
- Heavy duty trailer (Pintle hook up)
- Medium duty trailer (Pintle hook up)
- Eight light duty trailers (2’ ball hook up)
- 6ft tandem axle trailer (2’ ball hook up)
- large towable air compressor
- 90lbs air jack hammer
- 2 Large rotor roter machines
- 2 Small rotor roter machines
- 1000 PSI Gas jettier
- 2’ trash pump
- four 1’ trash pumps
- 2500kw generator
- 3600kw generator
- 20” Chain saw
- Five 16 “ chain saws
- Five 12” chain saws
- Two sthile (Brand) pole chain saws with a 12’ reach
- 112 School Buses
  - 22 buses with 21-60 pax capacity
  - 86 buses with over 60 pax capacity
  - 4 buses / passenger vans with 9-14 pax capacity
- One (1) 2,000 gallon above ground propane fueling station (Transportation Yard)
- One (1) 5,000 gallon above ground diesel fueling station (Transportation Yard)
- One (1) underground CNG line / fueling station (Transportation Yard)



- **APPENDIX B - the City of Moreno Valley and Moreno Valley Unified School District MOU**

City of Moreno Valley – Equipment List

- (3) Caterpillar 420F backhoes
- (2) 5 yard dump trucks
- (2) 10 yard dump trucks
- (1) Camel sewer and catch basin cleaning truck
- (3) 2-ton trucks flat bed/stake beds
- (2) Bobcats
- (1) Aerial forestry truck (65' working height)
- (3) Aerial utility trucks
- (2) Ambulances
- (4) Street Sweepers
- (2) F550 trucks
  - (1) Mechanic truck (Crane, Diesel Fuel, Hydraulic Fluid, Winch, 4x4)
  - (1) Concrete Service truck
- (1) F450 truck (Tilting stake bed)
- (4) 1 ton trucks
  - (2) crew cab long bed
  - (1) service body
  - (1) flat bed
- (3) ¾ ton trucks (Crew cab 4x4)
- (6) ½ ton pickups
- (2) Trash pumps
  - (1) 4" trailer mounted (Diesel)
  - (1) 3" (Gasoline)
- (1) 5,000 lbs. forklift (Propane)



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** December 15, 2015

**TITLE:** PA05-0034 (PARCEL MAP 33361) - REDUCE IRREVOCABLE LETTER OF CREDIT AS FAITHFUL PERFORMANCE SECURITY AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THOSE PORTIONS OF OLIVER STREET ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM DEVELOPER - INLAND LAND GROUP, LLC

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Adopt Resolution No. 2015-80. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project PA05-0034 (Parcel Map 33361) and Acceptance of those Portions of Oliver Street Associated with this Project into the City's Maintained Street System.
2. Authorize the City Engineer to execute a 90% reduction to the Irrevocable Letter of Credit as Faithful Performance security, exonerate the Irrevocable Letter of Credit as Material and Labor security in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Irrevocable Letter of Credit as Faithful Performance security in one year when all clearances are received.

### **SUMMARY**

This report recommends acceptance of the improvements associated with PA05-0034 (Parcel Map 33361) into the City's maintained street system. The project is located on the northwest corner of Oliver Street and Iris Avenue. This report also recommends

authorizing the City Engineer to execute a 90% security reduction to the Irrevocable Letter of Credit as Faithful Performance security, exonerate the Irrevocable Letter of Credit as Material and Labor security in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% warranty portion of the Irrevocable Letter of Credit as Faithful Performance security in one year, subject to completion of any defective work during this period.

## **DISCUSSION**

On November 9, 2006, the Planning Commission of the City of Moreno Valley approved Tentative Parcel Map No. 33361 (PA05-0034). The developer proposed to subdivide 18.67 net acres of Assessor's Parcel Number 486-310-022 into five parcels (two parcels in the Neighborhood Commercial Zone and three parcels in the Office Zone). The developer has installed the required street improvements along the frontage of the parcels on Oliver Street. The project is located on the northwest corner of Oliver Street and Iris Avenue and was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt concrete pavement, base, curb, gutter, sidewalk, street lights, striping, and signage. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works Department/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body ("City Council"), by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Irrevocable Letter of Credit as Faithful Performance security of \$379,000 issued by Preferred Bank. Ninety days after City Council approves the Irrevocable Letter of Credit as Faithful Performance security reduction, the Irrevocable Letter of Credit as Material and Labor security will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the security will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the security will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

## **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this Staff Report. *This alternative will allow the City to be in compliance with the Streets and Highways Code Section 1806 (a) and (b) in accepting a public street or road.*

*Accepting them into the city street system results in City maintenance as public streets.*

2. Do not approve and authorize the recommended actions as presented in this Staff Report. *This alternative will not allow the streets, per the Streets and Highways Code Section 1806 (a) and (b), to become a street or road for public use, and the City would not be able to maintain the streets and roads as public infrastructure to meet City Council's Goals.*

## **FISCAL IMPACT**

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City Fund 2000-Gas Tax, Fund 2001-Measure A, Fund 2007-Storm Water Maintenance, and Fund 5110-Arterial and Intersection Street Lighting. Fund 2000 is restricted to the construction and maintenance of streets and roadways. Fund 2001 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. Street maintenance costs over a 20 year period are estimated to average almost \$12,000 per 13 foot wide lane mile per year. Based on the current street section being accepted of 0.25 lane miles, the estimated annual costs is \$4,600. The street section also includes 6 additional street lights with an estimated annual operating cost of \$250 each. The parcels associated with this project are part of Community Services District (CSD) Zone C and pay \$9.00 per parcel on its annual property tax bill. As a result, the street lights are funded through CSD Zone C. The General Fund currently offsets the revenue necessary to fund the operations of CSD Zone C.

## **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:  
Henry Ngo, P.E.  
Interim Engineering Division Manager

## **CITY COUNCIL GOALS**

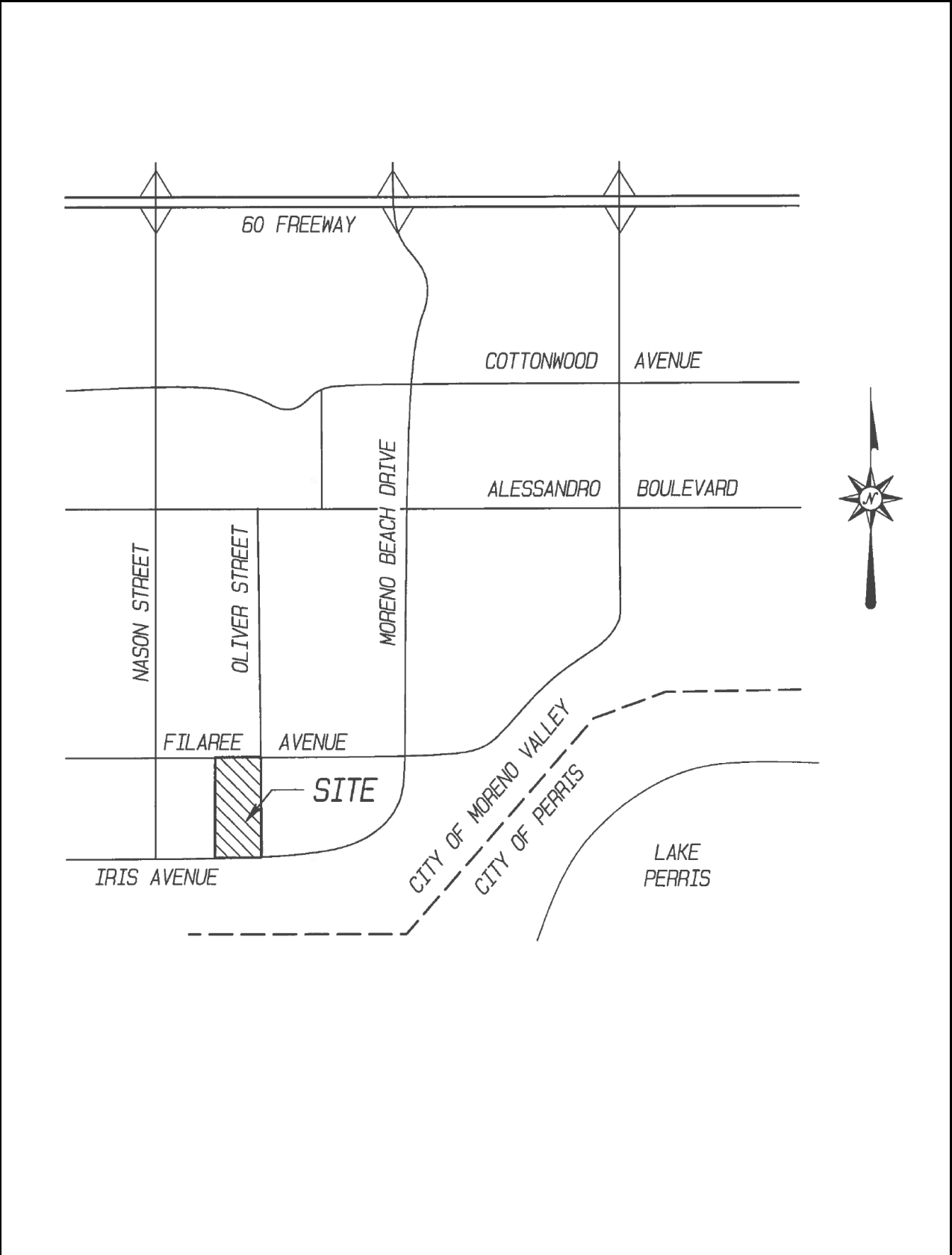
**Public Facilities and Capital Projects.** Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

## **ATTACHMENTS**

1. Vicinity Map - PA05-0034 (PM 33361)
2. Resolution 2015-80 - PA05-0034 (PM 33361)

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	11/24/15 12:27 PM
City Attorney Approval	<u>✓ Approved</u>	12/03/15 8:10 AM
City Manager Approval	<u>✓ Approved</u>	12/03/15 8:13 AM



CITY OF MORENO VALLEY  
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PA05-0034 (PM 33361)

Attachment: Vicinity Map - PA05-0034 (PM 33361) (1776 : PA05-0034 (PARCEL MAP 33361) - REDUCE IRREVOCABLE)

RESOLUTION NO. 2015-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PROJECT PA05-0034 (PARCEL MAP 33361) AND ACCEPTANCE OF THOSE PORTIONS OF OLIVER STREET AND IRIS AVENUE ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Inland Land Group, LLC on those portions of Oliver Street and Iris Avenue associated with this project were constructed according to the approved plans on file with the City of Moreno Valley; and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner; and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within project PA05-0034 (Parcel Map 33361) and acceptance of those portions of Oliver Street and Iris Avenue associated with this project into the City's maintained street system; and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within PA05-0034 (Parcel Map 33361) are complete, and those portions of Oliver Street and Iris Avenue associated with this project are accepted into the City's maintained street system.

1  
Resolution No. 2015-80  
Date Adopted: December 15, 2015

Attachment: Resolution 2015-80 - PA05-0034 (PM 33361) [Revision 1] (1776 : PA05-0034 (PARCEL MAP 33361) - REDUCE IRREVOCABLE)

APPROVED AND ADOPTED this 15<sup>th</sup> day of December, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

2  
Resolution No. 2015-80  
Date Adopted: December 15, 2015

Attachment: Resolution 2015-80 - PA05-0034 (PM 33361) [Revision 1] (1776 : PA05-0034 (PARCEL MAP 33361) - REDUCE IRREVOCABLE)



**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. 2015-80 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 15<sup>th</sup> day of December, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

3  
Resolution No. 2015-80  
Date Adopted: December 15, 2015

Attachment: Resolution 2015-80 - PA05-0034 (PM 33361) [Revision 1] (1776 : PA05-0034 (PARCEL MAP 33361) - REDUCE IRREVOCABLE)



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** December 15, 2015

**TITLE:** PA09-0022 (PARCEL MAP 36207) - ALDI DISTRIBUTION CENTER - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THOSE PORTIONS OF EUCALYPTUS AVENUE, REDLANDS BOULEVARD AND ALDI PLACE ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM, DEVELOPER - AI CALIFORNIA, LLC

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Adopt Resolution No. 2015-81. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project PA09-0022 (Parcel Map 36207) and Acceptance of those Portions of Eucalyptus Avenue, Redlands Boulevard and Aldi Place Associated with this Project into the City's Maintained Street System.
2. Authorize the City Engineer to execute a 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

### **SUMMARY**

This report recommends acceptance of the improvements associated with PA09-0022 (Parcel Map 36207) into the City's maintained street system. The project is located on the north side of Eucalyptus Avenue (formerly Fir Avenue) just west of Redlands Boulevard. This report also recommends authorizing the City Engineer to execute a

90% security reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% warranty portion of the Faithful Performance Bond in one year, subject to completion of any defective work during this period.

## **DISCUSSION**

On September 6, 2011, the City Council approved project PA09-0022 (Tentative Parcel Map 36207) for the development of an 800,430 square foot warehouse distribution facility on approximately 55 acres. The approved parcel map merges five parcels into a single parcel for a 55 acre site. The project is located on the north side of Eucalyptus Avenue (formerly Fir Avenue) just west of Redlands Boulevard and was conditionally approved requiring construction of certain public improvements. The public improvements included, but not limited to, asphalt concrete pavement, base, curb, gutter, sidewalk, street lights, striping, signage, traffic signal modifications, water and sewer, storm drain, catch basins, traffic signal interconnect, and a multi-use trail. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works Department/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body ("City Council"), by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of \$5,855,000 issued by Travelers Casualty and Surety Company of America. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

## **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this Staff Report. *This alternative will allow the City to be in compliance with the Streets and Highways Code Section 1806 (a) and (b) in accepting a public street or road. Accepting them into the city street system results in City maintenance as public streets.*
2. Do not approve and authorize the recommended actions as presented in this Staff Report. *This alternative will not allow the streets, per the Streets and Highways Code Section 1806 (a) and (b), to become a street or road for public use, and the City would not be able to maintain the streets and roads as public infrastructure to meet City Council's Goals.*

**FISCAL IMPACT**

The acceptance of these street improvements into the City’s maintained street system will create an additional fiscal impact to the street maintenance program of the City Fund 2000-Gas Tax, Fund 2001-Measure A, Fund 2007-Storm Water Maintenance, and Fund 5110-Arterial and Intersection Street Lighting. Fund 2000 is restricted to the construction and maintenance of streets and roadways. Fund 2001 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. Street maintenance costs over a 20 year period are estimated to average almost \$12,000 per 13 foot wide lane mile per year. Based on the current street sections being accepted of 6 lane miles, the estimated annual cost is \$72,000.

The street section also includes 21 additional street lights with an estimated annual operating cost of \$250 each. The parcels associated with this project are part of Community Services District (CSD) Zone C and pay \$9.00 per parcel on its annual property tax bill. This project was entitled and construction began prior to the formation of Community Facilities District No. 2014-01 (Maintenance Services). As a result, the street lights are funded through CSD Zone C. The General Fund currently offsets the revenue necessary to fund the operations of CSD Zone C.

**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:  
Vince Giron  
Associate Engineer

Concurred By:  
Henry Ngo, P.E.  
Interim Engineering Division Manager

**CITY COUNCIL GOALS**

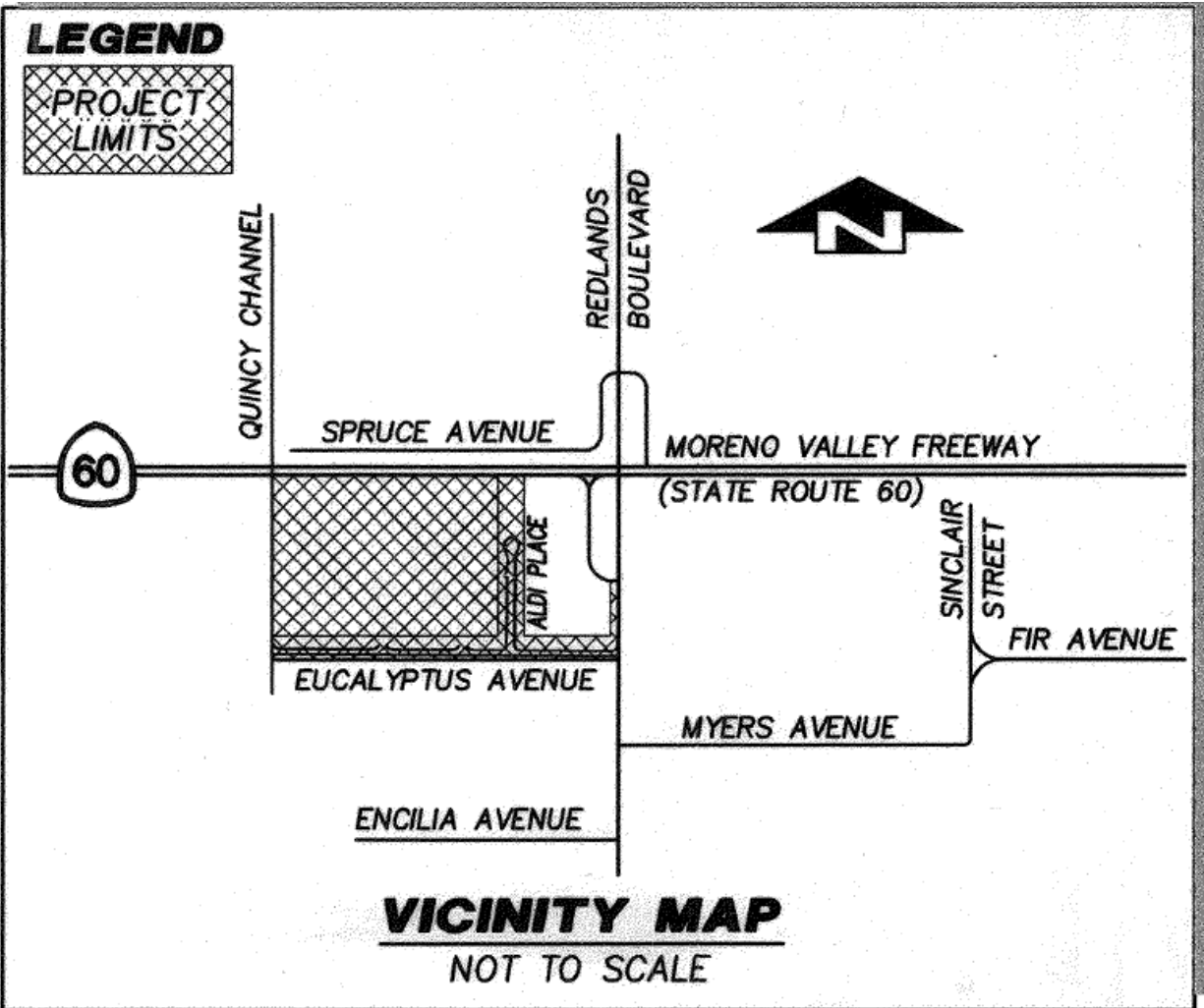
**Public Facilities and Capital Projects.** Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

**ATTACHMENTS**

- 1. Vicinity Map - PA09-0022 (PM 36207)
- 2. Resolution 2015-81 - PA09-0022 (PM 36207)

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	11/24/15 12:17 PM
City Attorney Approval	<u>✓ Approved</u>	12/03/15 8:08 AM
City Manager Approval	<u>✓ Approved</u>	12/03/15 8:13 AM



CITY OF MORENO VALLEY  
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PA09-0022 (PM 36207)

Attachment: Vicinity Map - PA09-0022 (PM 36207) (1768 : PA09-0022 (PARCEL MAP 36207) - ALDI DISTRIBUTION CENTER)

RESOLUTION NO. 2015-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PROJECT PA09-0022 (PARCEL MAP 36207) AND ACCEPTANCE OF THOSE PORTIONS OF EUCALYPTUS AVENUE, REDLANDS BOULEVARD, AND ALDI PLACE ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by AI California, LLC on those portions of Eucalyptus Avenue, Redlands Boulevard and Aldi Place associated with this project were constructed according to the approved plans on file with the City of Moreno Valley; and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner; and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within project PA09-0022 (Parcel Map 36207) and acceptance of those portions of Eucalyptus Avenue, Redlands Boulevard and Aldi Place associated with this project into the City's maintained street system; and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within PA09-0022 (Parcel Map 36207) are complete, and those portions of Eucalyptus Avenue, Redlands Boulevard and Aldi Place associated with this project are accepted into the City's maintained street system.

APPROVED AND ADOPTED this 15<sup>th</sup> day of December, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

2  
Resolution No. 2015-81  
Date Adopted: December 15, 2015

Attachment: Resolution 2015-81 - PA09-0022 (PM 36207) [Revision 2] (1768 : PA09-0022 (PARCEL MAP 36207) - ALDI DISTRIBUTION CENTER)

**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. 2015-81 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 15<sup>th</sup> day of December, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

Resolution No. 2015-81 <sup>3</sup>  
Date Adopted: December 15, 2015

Attachment: Resolution 2015-81 - PA09-0022 (PM 36207) [Revision 2] (1768 : PA09-0022 (PARCEL MAP 36207) - ALDI DISTRIBUTION CENTER)





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Allen Brock, Community Development Director

**AGENDA DATE:** December 15, 2015

**TITLE:** A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF PA13-0002, TENTATIVE PARCEL MAP 36522, TO COMBINE 5 LOTS INTO ONE 9.5 ACRE PARCEL AND P12-051 A MASTER SITE PLAN AND AMENDED CONDITIONAL USE PERMIT FOR THE FUTURE PHASED BUILDOUT OF THE ST. CHRISTOPHER CHURCH FACILITY LOCATED ON THE SOUTHEAST CORNER OF PERRIS BOULEVARD AT COTTONWOOD AVENUE. THE APPELLANT IS ROY BLECKERT (CONTINUED FROM NOVEMBER 10, 2015 & DECEMBER 1, 2015)

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### RECOMMENDED ACTION

#### Recommendations: That the City Council:

1. **APPROVE** Resolution 2015-82. A Resolution of the City Council of the City of Moreno Valley, California, Denying the Appeal and Sustaining the Decision of the Planning Commission to Adopt a Negative Declaration per the California Environmental Quality (CEQA) and Approve Tentative Parcel Map 36522 (PA13-0002) Combining Five Lots into one 9.51 Acre for Assessor's Parcel Numbers 479-200-037 & 038, 479-200-003, & 033 & 034.
2. **APPROVE** Resolution 2015-83. A Resolution of the City Council of the City of Moreno Valley, California denying the appeal and sustaining the decision of the Planning Commission to adopt a Negative Declaration per the California Environmental Quality Act (CEQA) and Approve P12-051 Master Site Plan Amended Conditional Use Permit for Assessor's Parcel Numbers 479-200-037 & 038, 479-200-003, & 033 & 034.

## **SUMMARY**

An appeal was filed on November 8, 2013, requesting that the City Council conduct a public hearing challenging the Planning Commission actions of October 24, 2013, approving Tentative Parcel Map 36522 and a Master Site Plan Amended Conditional Use Permit, and supporting Negative Declaration for St. Christopher Church located on the southeast corner of Perris Boulevard and Cottonwood Avenue. The appeal was filed by Roy Bleckert in accordance with the City's Municipal Code on November 8, 2013. The appeal identifies a number of concerns related to the project applications including the design, environmental review, removal of storage tanks, onsite grading, parking, traffic flow and flooding.

As set forth in Section 9.02.240 of the City's Municipal Code, any person aggrieved by a decision of the Planning Commission may appeal that decision to the City Council. The project applications, as approved by the Planning Commission, allow for the consolidation of five parcels into one large parcel for purposes of building out and operating a full service church that provides religious mass and ancillary services. The approval establishes the site design parameters for the subsequent five phases of construction at St. Christopher Church. Upon consideration of an appealed project, the City Council may sustain, modify, reject or overrule any actions or rulings of the Planning Commission. Per the City Municipal Code, the effective date of the actions taken on the project applications will be the date of the City Council's action. The actions of the City Council will be considered final.

The project was scheduled for the November 10<sup>th</sup> City Council meeting with a request by the appellant and applicant to continue the public hearing to the December 1, 2015 City Council meeting in an effort to allow additional discussion between the two parties. Both parties met with an impartial mediator in an effort to come to an amicable resolution. No resolution was reached.

Subsequently, the meeting of December 1, 2015 was continued to December 15<sup>th</sup> at staffs request with both parties in agreement.

## **DISCUSSION**

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

The Planning Commission at its October 24, 2013, meeting approved Planning Commission Resolution 2013-21 by a 5-0-1 (one absent) vote adopting a Negative Declaration in compliance with the California Environmental Quality Act and approving PA13-0002 Tentative Parcel Map 36522. Additionally, the Planning Commission approved Resolution 2013-26 by a 5-0-1 (one absent) vote adopting a Negative Declaration in compliance with the California Environmental Quality Act and approving P12-051 Master Site Plan Amended Conditional Use Permit. The Planning Commission staff report and hearing minutes are included as attachments 14 and 13 respectively.

### **Appeal**

An appeal of the Planning Commission's approval dated November 7, 2013, was submitted on November 8, 2013, by Roy Bleckert (included as attachment 6) within the appeal period. Mr. Bleckert is the owner of the approximate 3 acre parcel directly adjacent to the east of the church project site.

Section 9.14.050 (G) (1b) of the Municipal Code calls for this matter to be set for a hearing within 30-days. However, it is noted that given the interest of the parties at the time of the Appeal filing to work towards a resolution on the areas of concern, a hearing was not immediately set. Over the past two years, the Church has convened a community meeting, has discussed the matter with the appellant, site visits have been conducted, and City staff has facilitated several separate meetings with the applicant and the appellant including a joint meeting of both principal parties. Despite the extensive effort put forth, and given the inability of the parties to reach mutual agreement on the areas of concern, this item has been set for consideration and final resolution by the City Council.

#### Additional meetings and project review

The appeal was filed on November 8, 2013. Subsequent to that date, staff met with the Appellant several times to discuss the specific concerns on parking, drainage, mapping, phasing, phasing of the perimeter wall, and environmental impact considerations relating to the alleged storage tank removal.

Additionally, staff had several meetings with the project applicant to discuss the proposed Tentative Map and Master Site Plan in light of the appellants concerns. In light of these discussions and other outside input, the applicant elected to prepare additional studies relating to the storage tank removal and drainage design of the detention basin.

The applicant hosted an on-site meeting with neighbors on June 3, 2014, to discuss the project.

Prior to scheduling this City Council hearing on the Appeal, a joint meeting between the Applicant and the Appellant was set up by staff in May 2015 to bring both parties together to discuss the remaining outstanding issues regarding the project. There was no improved outcome as a result of the meeting. Therefore, the Appeal is being carried forward for consideration and final resolution by the City Council.

#### BACKGROUND

At the October 24, 2013, Planning Commission hearing, the commissioners received a written staff report and project related documents for the Church Master Site Plan and Proposed Tentative Parcel Map. The staff presentation provided an overview of the processing, site design, environmental review and responded to questions from the Commission. In addition, the applicant, Lord Architecture provided a presentation on the project covering both the short-term improvements and future build out phases of the expanded church site.

During the public comment portion of the meeting, there were approximately eleven public speakers on the project, two opposed, five who discussed flooding and traffic concerns and four in support.

Upon conclusion of the hearing, the Planning Commission approved the applications and the environmental determination.

### Project Overview

#### PA13-0002 Tentative Parcel Map 36522

The Tentative Parcel Map will consolidate 5 parcels (“lots”) into one 9.51 acre parcel. The consolidated lots will create one parcel zoned “Office” for the westerly portion of the site with Residential 5 (R5) on the easterly portion. The application to consolidate the parcels does not include any development and can be approved with or without the Master Site Plan Conditional Use Permit.

#### P12-051 Master Site Plan Amended Conditional Use Permit as Presented to the Planning Commission

The Master Site Plan provides for 5 phases of development through build out of the Master Plan. The phases include retaining some existing structures, demolishing some structures and the construction of new structures, site infrastructure, parking and landscape improvements, and off-site street improvements along Perris Boulevard with the construction of a raised median and a bus bay on Cottonwood Avenue. The project is conditioned to submit all buildings and site plans for review and approval by the City during each phase.

### Phase I

- A Water Quality Detention Basin will be constructed and completed per the approved plans prior to occupancy/building permit final of the McGivney House or the new meeting room adjacent to the existing McGivney House.
- Saint Christopher Lane will be constructed with a new cul-de-sac per the approved site plan.
- A 6 foot decorative block wall will be constructed along the east property line a minimum of 200 feet from the south property line north, the south property line and along the east property line only adjacent to the new water quality detention basin.
- The existing McGivney House will be renovated changing the use from single family residential to office/meeting rooms.
- A new 2,100 square feet meeting room will be constructed adjacent to the McGivney House.
- Off-site improvements along Saint Christopher Lane and Cottonwood Avenue will be provided as conditioned.
- New on-site parking, landscape and circulation improvements as related to the new on-site construction in Phase I will be provided.

Phase 2

- A new multi-purpose building/parish hall will be constructed on the northwest corner of the site.
- Parking and landscaping will be revised to accommodate the new facility.
- Off-site improvements will be provided along Cottonwood Avenue including the addition of a bus bay and modifications to the existing driveways by removing, relocating and installing a new driveway and undergrounding utilities where required.
- A new raised median will be provided along Perris Boulevard from St. Christopher Lane to Cottonwood Avenue per City Standards.

Phase 3

- The existing church hall (old sanctuary) will be removed and replaced with a new parish administration center and necessary landscaping.

Phase 4

- Existing office, classroom and residence buildings located on the north east portion of the site and the storage building at the far southeast of the site will be demolished.
- Two religious education buildings and an administration building on the north east portion of the site will be constructed.
- New parking, landscaping, garden areas and pedestrian walkways will be provided.
- A six foot high solid Decorative Block Wall will be constructed along the east property line from Cottonwood Avenue (3 feet maximum in the front building setback) to meet the existing block wall at the south.
- Basketball courts will be constructed.
- The existing Water Quality Detention Basin expanded per the approved plans.
- Future pads and utilities for two future buildings will be installed.

Phase 5

- Construct two religious education buildings.

**Site**

The existing church site is zoned Office (O) with the two parcels to the east zoned Residential 5 (R5). The site currently consists of 5 parcels which will be merged together creating one 9.51 acre parcel on the southeast corner of Perris Boulevard and Cottonwood Avenue. Tentative Parcel Map 36522 is conditioned to be recorded prior to Phase 1.

**Surrounding Area**

Properties to the north are zoned Community Commercial (CC), Office Commercial (OC), Residential 10 (R10) and Residential 5 (R5) with several single family homes and vacant land. To the east and west the zoning is R5 with existing single family to the west across Perris Boulevard and legal non-conforming uses to the east. Properties to the south are RS10 with existing single family residences.

### **Access/Parking**

Access to the site will be from the existing driveways along Cottonwood Avenue and St. Christopher Lane. The existing easterly driveway on St. Christopher Lane will extend internally north to Cottonwood Avenue with both internal and external drive aisles being modified per plan within each phase. On June 3, 2014, the Church held a community meeting with adjacent property owners to discuss their project including discussion on access and parking.

Phase 2 street improvements will include a raised median along Perris Boulevard from St. Christopher Lane to Cottonwood Avenue. The improvement is in line with the ultimate design of a major arterial street per the City's General Plan circulation element. The addition of the median will result in improved Levels of Service (LOS) and improved safety at the intersection. Southbound motorists wishing to turn left onto St. Christopher Lane will continue to the Bay Avenue intersection and make a U-turn. Motorists wishing to go south on Perris Blvd from St. Christopher Lane will right turn onto Perris Boulevard proceeding to Cottonwood Avenue for a U-turn with a protected green arrow at the traffic signal. A traffic signal at Perris Boulevard at St. Christopher Lane would not be an appropriate mitigation due to limited spacing from the Cottonwood Ave at Perris Boulevard intersection. The spacing between the intersections is approximately 500 feet which would not provide enough distance between the signals to provide adequate left turn storage for northbound Perris Boulevard at Cottonwood Ave and left turn storage for southbound Perris Blvd at St. Christopher Lane. This presents concerns that the left turn queue of vehicles would spill over into the through lanes and block traffic. Furthermore, closely spaced traffic signals result in poor traffic signal synchronization and poor progression through the signals.

At the Planning Commission hearing, the applicant agreed to maintain the current 361 parking stalls throughout Phases 1, 2 and 3, with the total parking capacity being increased to 395 at Phase 4.

### **Design/Landscaping**

The site will be developed per the approved Master Site Plan with landscaping and parking modified as required per phase.

All improvements and buildings will require a separate review and approval for consistency in design, colors and materials.

### **ENVIRONMENTAL**

The site is considered an infill development project as the site is mostly developed with existing buildings, parking areas and existing access to Cottonwood Avenue and St. Christopher Lane. The project is consistent with the City's General Plan designation and zoning standards. The site has no value as a habitat for endangered species and can adequately be served by all utilities and public services. The Traffic Impact Study completed for the project determined the proposed project would not change the current traffic conditions, and future planned street improvements will improve Perris Boulevard and maintain the existing traffic conditions on Cottonwood Avenue. The right-in, right-out condition for Perris Boulevard at St. Christopher Lane is a result of the required median (Phase 2) that will enhance the safety of this intersection.

An Initial Study was completed with a determination that there will be no significant impacts to the environment from the proposed Tentative Parcel Map and Master Site Plan. Therefore a Negative Declaration was recommended to and adopted at the October 24, 2013 Planning Commission Hearing.

In light of public comments discussed at the Planning Commission Hearing of October 24, 2013, regarding prior underground fuel storage tanks being removed from the site, the property owner ordered a Phase I Environmental Assessment and a subsequent Phase 2 Assessment of the property to determine if any mitigation or conditions of approval would be warranted due to the past removal of storage tanks. A letter from the County of Riverside Department of Environmental Health was received in April 2015 stating that a site investigation was completed and the site did not indicate the presence of any storage tanks or impacted soil and no further action was deemed necessary. If any contamination is detected on the project site during subsequent grading activity and through project build out, the applicant will be required to provide appropriate notifications as stated in the April 21, 2014, letter from County of Riverside Environmental Health Department (Attachment 11).

Based on the information within the Initial Study and new information received from the Phase 1 and 2 assessments, the Negative Declaration remains the recommended environmental document.

#### Approval and Certification

The City Council must invite and receive public testimony on the appeal. Before action on the appeal, the City Council should review the final environmental document along with the project applications considered by the Planning Commission and adopt or reject the Negative Declaration.

#### Appeal

The following is a summary of staff's evaluation of the eleven (11) specific issues raised in the appellant's November 7, 2013 letter (received November 8, 2013): The complete November 7, 2013, appeal letter and the supplemental information is included as Attachment 6.

*Appellant's purport: Parking - The Church parish has grown over the last 30 years and the parking issues on Sundays have increased every year. The 209 parking spaces that were adequate when the sanctuary was constructed in 1984 and remodeled in 1991 are inadequate today.*

1. The existing church building/sanctuary was approved in 1984 and conditioned to provide 209 parking spaces. Based on plans provided by the applicant, but which are not on file with the City, a modification to the building was done in the 1990's increasing the building footprint by approximately 4,200 square feet to allow for additional classroom seating space, which seating also served as additional sanctuary space. The plans provided demonstrate that new parking calculations prepared at that time resulted in total parking demand of 383 which included 159 compact parking spaces and 224 standard spaces. Furthermore, while no City records could be found to support this parking expansion, it is noted that the current Church site has on-site "paved" parking capacity of 361 spaces. Additional church overflow parking is currently provided through use of the unpaved dirt lots directly east and adjacent to the current Church site.

There is no parking permitted on St. Christopher Lane per City Ordinance. A new condition was included with the October 24, 2013, Planning Commission approval to restrict the assembly function to one building at any given time.

Per the City's current standards (MVMC Chapter 9.11) parking for assembly uses (9.11.040D-12) is calculated based on 1/3 fixed seats or 1/35 square feet of the gross floor area of the assembly area or 1 space for every 4.5 lineal feet of pews or benches whichever is greater. The parking for an assembly use is calculated on the assembly area only, not the overall building footprint.

The assembly area of the church is 9,524 square feet in the main section of the building including the Mothers Room area west of the Altar. There are two rooms in the rear of the church that function as overflow seating during Masses with a total square footage of 2,375 (both rooms combined). Using the current City standard, 412 parking spaces would be required if developing this church today. 395 spaces are provided at build-out per the plans approved by the Planning Commission.

Existing Conditions and Parking Calculations

Square footage, total building:	18,577	
Square footage, assembly/ sanctuary area:	9,524	
Pews, linear footage (with Mother's room):	1,550	(1,457 useable space)
Two rooms (meeting/overflow, chairs):	2,375	



Parish Hall:	8,192
Current Parking on site:	361
Original required parking at construction:	209
1991 church parking calculated demand (Based on applicant provided information)	383 (includes 159 compact spaces)

Parking Calculations based on current standards:

1/35 gross floor area

Total assemble area Square footage	9,524 / 35 = 272 parking stalls.
Plus non fixed seating	2,375 / 35 = 68 parking stalls
Total	= 340

Or

Pew length calculation is 1550 lf (total deducting non- usable area of pews, useable is 1,457)

	1550 lf / 4.5= 344 parking stalls (324 @1,457lf)
Plus non fixed seating	2,375 / 35 = 68 parking stalls
Total	= 412 Parking stalls (392 @1,457 lf))

*Appellant's purport: Parking and Traffic* - Parking and traffic impacts will increase during the phasing, modifications to driveways along Cottonwood and illegal parking concerns.

1. The project is conditioned to use one building at a time for assembly use which in turn will assist with control of parking demand. (Currently there is no condition restricting building usage on the site). The applicant agreed and conditions were revised and included with the Planning Commission approval to retain at least the current parking count of 361 throughout the development of the project. The project build-out will increase the parking capacity from the current 361 to 395. There is permit-only parking on St. Christopher Lane for residents (which is posted per City Ordinance).
2. Church parking on the vacant lot at Perris Boulevard and Cottonwood Avenue has been addressed with City staff including Code Compliance for monitoring.

*Appellant's purport: Detention Basin & Flooding* – There has been dirt added to the site with grading activities occurring and the proposed detention basin is not adequate for the site.

1. It is correct that dirt has been added to the site in the past. This isn't considered a significant issue given the conditions approved by the Planning Commission that ensure the site will be graded based on the City's grading requirements.
2. The project design includes a detention basin on the southeast portion of the site. The basin has been designed to accommodate greater than a 100 year storm. The Preliminary Water Quality Management Plan has been reviewed and approved based on the Water Quality Management Plan guidelines. The site design along with the Water Quality detention basin will improve the current flooding issues along St. Christopher Lane.

*Appellant's purport: Phasing – Project phasing and extensions extend years out and limit the City's ability to address seen or unforeseen impacts. Project should be a single phase project.*

1. Master Site Plans are designed to allow for phasing of projects where developers require separate funding sources or desired development time frames. It is not unusual for projects such as churches or shopping centers to be phased with the approval of a Master Site Plan. All phases of development require review and approval of the buildings and site improvements for consistency with the approved Master Site Plan.
2. Per the current codes, the applicant has three years to commence construction of the project.

*Appellant's purport: Environmental Impact – Discussion of the removal of underground tanks and project should require an Environmental Impact Report.*

1. The information and photos of the tank removal were discussed at the Planning Commission hearing. The appellant provided documentation that storage tanks were present on the site and were removed. Subsequent to the Planning Commission Hearing, the applicant conducted a Phase 1 and Phase 2 Environmental Assessment and contacted the Riverside County Environmental Health Department. The assessment demonstrates there are no environmental concerns with the property and the Riverside County Environmental Health Department provided a letter stating confirming this finding (Attachment 11).
2. The Initial Study completed for the project determined the project would not have a significant effect on the environment. No new information provided or learned since the Planning Commission hearing warrants an Environmental Impact Report be prepared therefore the adoption of a Negative Declaration is still recommended.

*Appellant's purport: Easterly Block Wall – The entire block wall should be constructed in Phase 1.*

1. The project is conditioned to provide a 600 linear foot (lf) block wall along the eastern property line. The construction of the block wall is proposed to be phased. The first 200 feet extending from the south property line northerly along the detention basin will be completed in the first phase. The remaining portion (approximately 400 lf) of the wall due to grade elevations that may change, extending northerly to Cottonwood Avenue is proposed in Phase 4.

*Appellant's purport: Easterly Block Wall – The free board line of the detention basin could flow on to Appellant's property.*

1. The detention basin has been designed to sustain flooding for a 100 year flood with the freeboard designed with consideration of the historical flow line. The spillway is designed to release water per the engineered recommendations.

*Appellant's purport: Lot Merger – As the prior use of the site, being a construction type use, it does not make sense to merge the parcels for a church site. Section 9.14.080b of the Municipal Code discusses subdivisions and phasing whereas this is a merger per M.C. 9.14.170 and CA Subdivision Map Act 66423 and 66424 defines subdivisions and subdivider of lots not merger.*

1. Section 9.14.080B of the Municipal Code establishes the policies and procedures for processing a Revised Tentative Map with a discussion on phasing maps. The project presented is a Tentative Parcel Map to combine the existing five (5) lots into one parcel. The Master Site Plan approval is a phased development process and does not include the phasing of the parcel map. The Tentative Parcel Map has been conditioned to be recorded prior to construction in Phase 1 of the project.
2. This project does not meet the Municipal Code requirements to qualify for a lot merger as none of the lots are less than 5,000 square feet.
3. Processing the Tentative Parcel Map is required to combine the properties into one parcel.

*Appellant's purport: Stock Piling of Dirt – There is approximately 7,000 cubic yards of dirt in the retention basin that would have to be stock piled or hauled away. Provide a condition stating any stock piling could not exceed 30 days.*

1. The Church project does not propose stock piling of dirt. A condition of approval stating stock piling of dirt cannot exceed 30 days can be added, if desired by the Council. However, this is not recommended as it would introduce a component to the project that is not requested by the Church and would not be supported by staff.

*Appellant's purport: Conditional Use Permit – Concern regarding the use of the Conditional Use Permit process where the project should have a cohesive design that factors in the current and proposed use of the property and that the property has the ability to accommodate the usage that is proposed. Parking capacity with current usage and the proposed changes only make the situation worse.*

1. The Master Site Plan is processed as an Amended Conditional Use Permit. The Church has existed since 1959, prior to the City's incorporation. The zoning of the site allows churches with the approval of a conditional use permit. The Master Site Plan process is in fact a comprehensive process that facilitates a cohesive design noted by Mr. Bleckert.
2. The City's Municipal Code provides the parking requirement for new development. Parking calculations are based on the intensity and size of the main use of the property. For this project, that is the Church Sanctuary. The parking requirement for an established church would be increased when the sanctuary is expanded. This is not the case for this project. Although the sanctuary area will not increase with the Master Site Plan, it is noted that the original parking of 209 spaces was increased to 383 in the 1990's, and with final build-out of the new master plan will increase to 395. Condition of Approval P10 of P12-051 was included with the Planning Commission approval to ensure only one building is used at a time for an assembly use.

## **ALTERNATIVES**

1. **APPROVE** the proposed Resolution denying the appeal and sustaining the decision of the Planning Commission to adopt a Negative Declaration per the California Environmental Quality (CEQA) and Approve Tentative Parcel Map 36522 (PA13-0002) combining five lots (Assessor's Parcel Numbers 479-200-037 & 038, 479-200-003, & 033 & 034) into one 9.51 acre parcel, and;
2. **APPROVE** the proposed Resolution denying the appeal and sustaining the decision of the Planning Commission to adopt a Negative Declaration per the California Environmental Quality Act (CEQA) and Approve P12-051 Master Site Plan Amended Conditional Use Permit for Assessor's Parcel Numbers 479-200-037 & 038, 479-200-003, & 033 & 034. (Staff recommends Alternative 1 and 2)
3. **APPROVE** the appeal, and override the decisions of the Planning Commission and thereby deny the Negative Declaration, the Tentative Parcel Map 36522 (PA13-0002) and Master Site Plan Amended Conditional Use Permit to combine five lots, Assessor's Parcel Numbers 479-200-037 & 038, 479-200-003, & 033 & 034, into one parcel and the Master Site plan (P12-051) to develop the site. (Staff does not recommend this alternative, City Council to provide findings)
4. **APPROVE** the appeal, and override the decisions of the Planning Commission and thereby deny the Master Site Plan Amended Conditional Use Permit (P12-051) and adopt the Negative Declaration and approve the Tentative Parcel Map 36522 (PA13-

0002) to combine five lots Assessor's Parcel Numbers 479-200-037 & 038, 479-200-003, & 033 & 034 into one parcel. (Staff recommends this alternative in lieu of Alternative 3 if 3 is the preferred, City Council to provide findings for the denial of the Master Site Plan, Amended Conditional Use Permit)

## **NOTIFICATION**

On October 23, 2015, staff contacted the Appellant and the Applicant providing notice that the City Council hearing date for this project would be November 10, 2015.

The public hearing was noticed on October 28, 2015 in the Press Enterprise. Posting on the site and mailing notices sent to all property owners within 300 feet of the project site was completed on October 28, 2015.

## **CITY COUNCIL GOALS**

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

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

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Julia Descoteaux  
Associate Planner

Department Head Approval:  
Allen Brock  
Community Development Department

Concurred By:  
Richard J. Sandzimier  
Planning Official

## **CITY COUNCIL GOALS**

None

## **ATTACHMENTS**

1. CC\_ 300' Site Notice\_Appeal\_St. Christopher Church
2. Resolution No. 2015-82, PA13-0002 for Tentative Parcel Map
3. Exhibit A - COAs PA13-0002 Tentative Parcel Map
4. Resolution No. 2015-83, P12-051 MSP, ACUP
5. Exhibit A - COAs P12-051 MSP CUP
6. Appeal 11-8-13 RB
7. CTE Report Field Study 11-2014

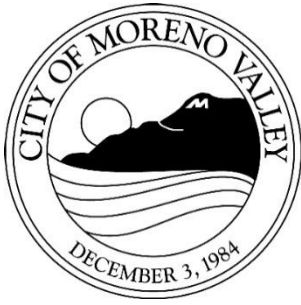
- 8. Phase I study
- 9. Phase II
- 10. Health Department Letter Dated 1-16-14
- 11. Health Department Letter Dated 4-21-14
- 12. Maps and Plans
- 13. PC Minutes 10-24-13
- 14. PC Staff Report 10-24-13
- 15. Initial Study
- 16. Ortho Map
- 17. Zoning Map
- 18. Continuance Request\_Appellant RB
- 19. Continuance Request\_Applicant DM

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/04/15 5:44 PM
City Manager Approval	<u>✓ Approved</u>	11/04/15 5:47 PM

**HISTORY:**

11/10/15 Next: 12/01/15	City Council	CONTINUED
12/01/15 Next: 12/15/15	City Council	CONTINUED



# Notice of PUBLIC HEARING

**This may affect your property. Please read.**

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

**APPEAL:** An Appeal of the Planning Commission's October 24, 2013 approval of PA13-0002 (Tentative Parcel Map 36522) and P12-051 (Master Site Plan, Amended Conditional Use Permit).

**APPELLANT:** Roy Bleckert

**APPLICANT:** Lord Architecture Inc.

**OWNER:** Diocese of San Bernardino

**REPRESENTATIVE:** Bennett Lord

**LOCATION:** Southeast corner of Perris Boulevard and Cottonwood Avenue.

**PROPOSAL:** A public hearing for an appeal of the Planning Commission's October 24, 2013 approval of PA13-0002 Tentative Parcel Map 36522, to combine five lots into one 9.5 acre parcel and P12-051 a Master Site Plan, Amended Conditional Use Permit and the supporting Negative Declaration for the future phased build out of St. Christopher Church located on the southeast corner of Perris Boulevard at Cottonwood Avenue.

**COUNCIL DISTRICT:** 1

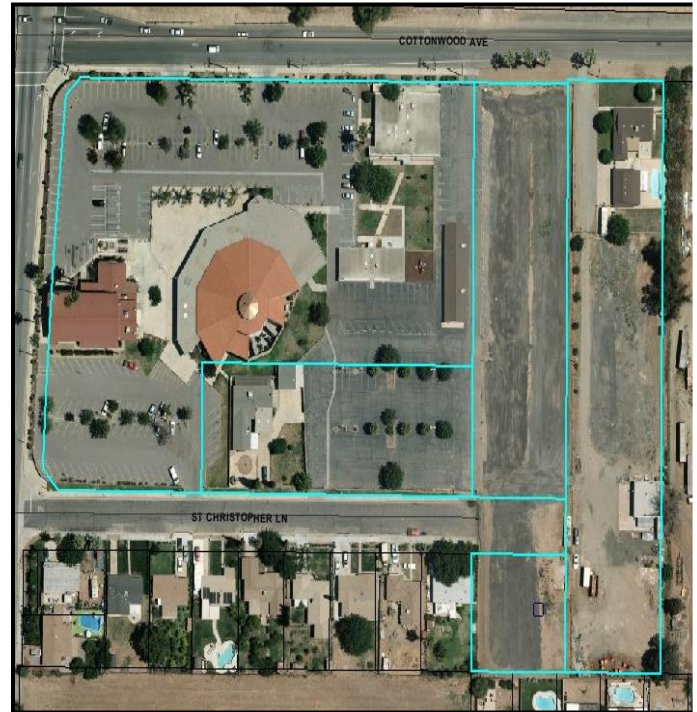
**STAFF RECOMMENDATION:** Approval

Any person interested in any listed proposal can contact the Community Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday and 7:30 to 4:30 PM on Fridays), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.



**LOCATION**    **N** ↑

## CITY COUNCIL HEARING

City Hall Council Chamber  
14177 Frederick Street  
Moreno Valley, Calif. 92553

**DATE AND TIME:** November 10, 2015 at 6:00 PM

**CONTACT PLANNER:** Julia Descoteaux

**PHONE:** (951) 413-3209

## RESOLUTION NO. 2015-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DENYING THE APPEAL AND SUSTAINING THE DECISION OF THE PLANNING COMMISSION TO ADOPT A NEGATIVE DECLARATION PER THE CALIFORNIA ENVIRONMENTAL QUALITY (CEQA) AND APPROVE TENTATIVE PARCEL MAP 36522 (PA13-0002) COMBINING FIVE LOTS (ASSESSOR'S PARCEL NUMBERS 479-200-037 & 038, 479-200-003, & 033 & 034) INTO ONE 9.51 ACRE PARCEL

WHEREAS, the applicant, Lord Architecture, Inc., filed an application for the approval of PA13-0002 for Tentative Parcel Map 36522, a proposal to combine the existing five lots into one 9.51 acre parcel; and

WHEREAS, the application was evaluated in accordance with established City of Moreno Valley procedures, and with the consideration of the General Plan and other applicable regulations; and

WHEREAS, an environmental assessment, including an Initial Study completed in September 2013 prepared to address the environmental impacts associated with the Tentative Parcel Map 36522 (PA13-0002) and the Master Site Plan (Amended Conditional Use Permit, P12-051) and a Negative Declaration was recommended pursuant to the California Environmental Quality Act (CEQA), as there was no evidence that the proposed development applications, as designed and conditioned, would have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole; and

WHEREAS, upon completion of a through development review process the application was appropriately agendized and noticed for a public hearing before the Planning Commission on October 24, 2013; and

WHEREAS, on October 24, 2013, the Planning Commission held a public hearing in accordance with applicable law; and approved PA13-0002 Tentative Parcel Map 36522; and

WHEREAS, at said public hearing, the Planning Commission carefully reviewed and considered all the evidence presented in connection with the hearing on the project, including but not limited to the staff report, all written and oral testimony presented, and voted 5-0, with one Commissioner absent, to adopt a Negative Declaration and to approve the project; and

WHEREAS, on November 8, 2013, Roy Bleckert filed an appeal (of the Planning Commission's decision to approve the project) with the Community & Economic Development Department; and



WHEREAS, subsequent to the filing of the Appeal, the City by mutual agreement, engaged in several meetings with the Appellant, the Applicant and jointly with the Appellant and Applicant to address and resolve the concerns of the Appellant; and

WHEREAS, to date no mutual agreement between the parties has been achieved and therefore final consideration of the matter is desired; and

WHEREAS, required public notice of the public hearing on the Appeal was properly noticed in the Press Enterprise on October 28<sup>th</sup>, 2015; and

WHEREAS, the on November 10, 2015, the City Council continued the public hearing to the December 1, 2015 City Council meeting; and

WHEREAS, the on December 1, 2015, the City Council continued the public hearing to the December 15, 2015 City Council meeting; and

WHEREAS, the City Council has found the evidence presented sufficient and appropriate to uphold the decisions of the Planning Commission as further disclosed below; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the St. Christopher project applications P12-051 and PA13-0002 are subject to certain fees, dedications, reservations and other exactions as provided herein.

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

- A. This City Council hereby finds that all of the facts set forth above in this Resolution are true and correct.
- B. Based upon substantial evidence presented to this City Council during the above-referenced public hearing on December 15, 2015, including written and oral staff reports, and the record from the public hearing, this City Council hereby finds as follows:
  1. That the proposed land division is consistent with applicable general and specific plans;

FACT: The applicant has proposed Tentative Parcel Map 36522 to combine the five parcels into one 9.51 acre parcel. The proposed map is consistent with the goals and objectives of the General Plan.

2. That the site of the proposed land division is physically suitable for the type of development;

FACT: The design or improvement of this land division is consistent with and does not conflict with the General Plan. The

2  
Resolution No. 2015-82  
Date Adopted: December 15, 2015

design of the parcel map is consistent with the development requirements of the underlying Office and Residential 5 zoning.

3. That the design of the proposed land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat or cause serious health problems;

FACT: The proposed Tentative Parcel Map would not be detrimental to the public health safety or welfare. An initial study of the potential environmental impact associated with the Tentative Parcel Map was prepared in accordance with the provisions of the California Environmental Quality Act (CEQA). Based on the initial study, it was determined that the Tentative Parcel Map will not result in significant environmental impacts and therefore adoption of a Negative declaration remains the recommended environmental document for the project.

4. That the design of the land division or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision;

FACT: There are no conflicts with easements on the subject site.

5. That the effect of the proposed land division on the housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

FACT: The proposed parcel map meets the intent of the General Plan and Municipal Code by providing and/or allowing for existing and future land uses. The site is an existing church site and is not currently used for residential purposes. Proximity to existing commercial entities and the adjacent residential component allows for contiguous developments and infrastructure. The project does not exceed the planned density, the associated public service demand, or the demand for environmental resources envisioned by the Moreno Valley General Plan. The project does not exceed a threshold which would create potential significant impacts to fiscal and environmental resources. The future projects will supplement the City's fiscal resources by paying applicable impact fees for public facilities.

## C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

### 2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA13-0002, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d) (1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution 2015-82. A Resolution of the City Council of the City of Moreno Valley, California denying the appeal and sustaining the decision of the Planning Commission to adopt a Negative Declaration per the California Environmental Quality (CEQA) and Approve Tentative Parcel Map 36522 (PA13-0002) combining five lots (Assessor's Parcel Numbers 479-200-037 & 038, 479-200-003, & 033 & 034) into one 9.51 acre parcel, subject to the attached conditions of approval included as Exhibit A, HEREBY APPROVING the project.

APPROVED AND ADOPTED this 15<sup>th</sup> day of December, 2015

\_\_\_\_\_  
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. 2015-82 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 15<sup>th</sup> day of December, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

**CITY OF MORENO VALLEY  
CONDITIONS OF APPROVAL  
PA13-0002 TENTATIVE PARCEL MAP 36522  
APN: 479-200-003, 033, 034, 037& 038**

**APPROVAL DATE: December 15, 2015  
EXPIRATION DATE: December 15, 2018**

- Planning (P), including Building (B), Police (PD)
- Fire Prevention Bureau (F)
- Public Works, Land Development (LD)
- Public Works – Transportation Engineering (TE)

COMMUNITY DEVELOPMENT DEPARTMENT

Planning Division

GENERAL CONDITIONS

- P1. This approval shall comply with all applicable requirements of the City of Moreno Valley Municipal Code.
- P2. This tentative map shall expire three years after the approval date of this tentative map unless extended as provided by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever in the event the applicant or any successor in interest fails to properly file a final map before the date of expiration. (MC 9.02.230, 9.14.050, 080)

**Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):**

R - Map Recordation	GP - Grading Permits	CO - Certificate of
	Occupancy or building final	
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

**Governing Document (see abbreviation at the end of the affected condition):**

GP - General Plan	MC - Municipal Code	CEQA - California
	Environmental Quality Act	
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape
	Development Guidelines and Specs	
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform
	Building Code	
	SBM - Subdivision Map Act	7

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Attachment: Exhibit A - COAs PA13-0002 Tentative Parcel Map [Revision 2] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING

**CONDITIONS OF APPROVAL**  
**PA13-0002 TENTATIVE PARCEL MAP**  
**Page 8**

- P3. The site shall be developed in accordance with the approved tentative map on file in the Community & Economic Development Department -Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. (MC 9.14.020)
- P4. A drought tolerant, low water using landscape palette shall be utilized throughout the tract to the extent feasible.
- P5. All undeveloped portions of the site shall be maintained in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)
- P6. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)
- P7. All site plans, grading plans, landscape and irrigation plans, and street improvement plans shall be coordinated for consistency with this approval.

**SPECIAL CONDITIONS**

- P8. The site has been approved for Tentative Parcel Map 36522 to combine all five parcels into one parcel for the existing church facility. No development is approved with this Tentative Parcel Map. A change or modification shall require separate approval.
- P9. All future projects for development of the proposed parcel shall require the submittal of an Amended Conditional Use Permit Plot Plan.

**PRIOR TO GRADING**

- P10. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephen's' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)
- P11. There shall be no grading on the site without approval of an Amended Conditional Use Permit and Grading Permit.

**CONDITIONS OF APPROVAL**  
**PA13-0002 TENTATIVE PARCEL MAP**  
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- P12. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented.

(GP Objective 23.3, DG, CEQA).

**PRIOR TO BUILDING PERMIT**

- P13. (BP) Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

**PRIOR TO RECORDATION**

- P14. (R) Prior to recordation of the final Tentative Parcel Map, the Planning Division shall review the map for consistency with this approval.

**Building and Safety Division**

- B1. New buildings/structures shall comply with the current California Building Standards Code (CBC, CEC, CMC, CPC and Green Building Standards) as well as City ordinances. Plans shall be submitted to the Building and Safety Division as a separate submittal and shall include a soils report at time of first submittal. Beginning on January 1, 2014, the 2013 CBC will become effective for all new building permit applications.

**FIRE PREVENTION BUREAU**

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**Standard Conditions shall apply.**

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

- F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.
- F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 2125 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B) . **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**
- F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super fire hydrants (6" x 4" x 2 1/2" x 2 1/2" ) and super enhanced fire hydrants (6" x 4" x 4" x 2 1/2" ) shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 507.5.7 & MVMC 8.36.060 Section K)
- F4. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.2 and 503.2.5)

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- F5. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)
- F6. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)
- F7. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty-four (24) or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less than thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])
- F8. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])
- F9. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4)
- F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3)
- F11. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5)
- F12. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)
- F13. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:
- a) Be signed by a registered civil engineer or a certified fire protection engineer;
  - b) Contain a Fire Prevention Bureau approval signature block; and

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- c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507.5)

- F14. Prior to issuance of Certificate of Occupancy or Building Final, “Blue Reflective Markers” shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1)
- F15. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)
- F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)
- F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)
- F18. Prior to issuance of a Certificate of Occupancy or Building Final, a “Knox Box Rapid Entry System” shall be provided. The Knox-Box shall be installed in an

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- accessible location approved by the Fire Chief. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)
- F19. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 105)
- F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.
- F21. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)
- F22. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060)
- F23. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.060)
- F24. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.
- F25. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this

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- code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with CFC 105 and MVMC 8.36.100.
- F26. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)
- F27. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 105)
- F28. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 105)
- F29. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 105)
- F30. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.8)
- F31. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Chapter 1)

**CONDITIONS OF APPROVAL**  
**PA13-0002 TENTATIVE PARCEL MAP**  
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- F32. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)
- F33. Prior to Certificate of Occupancy all locations where medians are constructed and prohibit vehicular ingress/egress into or away from the site, provisions must be made to construct a median-crossover at all locations determined by the Fire Marshal and the City Engineer. Prior to the construction, design plans will be submitted for review and approval by the City Engineer and all applicable inspections conducted by Land Development Division.
- F34. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

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**PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION**

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

**General Conditions**

- LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)
- LD2. (G) It is understood that the tentative map correctly show all existing easements, traveled ways, and drainage courses, and that their omission may require the map associated with this application to be resubmitted for further consideration. (MC 9.14.040)

**Prior to Map Approval or Recordation**

- LD3. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.
- LD4. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Community and Economic Development Department.

**SPECIAL CONDITIONS**

- LD5. (MA) Prior to approval of the map, the portion of St. Christopher's Lane identified in the tentative parcel map shall be vacated with the intent of said vacated land becoming part of the map owner's property.
- LD6. (MA) A final parcel map shall be submitted for review and approval. The map shall show include the following right-of-way dedications:

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**PA13-0002 TENTATIVE PARCEL MAP**  
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- a. A 44-foot half-width street right-of-way dedication on the south side of Cottonwood Avenue along this project's north frontage between the easternmost proposed project entrance to the easterly property line (along APN 479-200-003) to ensure a centerline to south right-of-way distance of 44 feet for a Minor Arterial, City Standard 105C.
- b. Additional right-of-way dedication behind any driveway approach per City Standard 118C, on both Cottonwood Avenue and St. Christopher Lane.
- c. Appropriate street right-of-way dedication and vacation for a cul-de-sac at the eastern terminus of St. Christopher Lane per City Standard 123.
- d. Additional right-of-way dedication for a proposed bus turnout on Cottonwood Avenue per City Standard 121.



**CONDITIONS OF APPROVAL**  
**PA13-0002 TENTATIVE PARCEL MAP**  
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**TRANSPORTATION ENGINEERING DIVISION**

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

**GENERAL CONDITIONS**

- TE1. Perris Boulevard is classified as a Divided Arterial – Six Lane (110’RW/86’CC) per City Standard Plan No. 103C. Any improvements to the roadway shall be per City standards.
- TE2. Cottonwood Avenue is classified as a Minor Arterial (88’RW/64’CC) per City Standard Plan No. 105A. Any improvements to the roadway shall be per City standards.
- TE3. St. Christopher Lane is classified as a Local Street (56’RW/36’CC) per City Standard Plan No. 108A. Any modifications or improvements undertaken by this project shall be consistent with the City’s standards for this facility.
- TE4. Driveways shall conform to Section 9.11.080, and Table 9.11.080-14 of the City’s Development Code – Design Guidelines and City of Moreno Valley Standard No. 118C for commercial driveway approach. Phased access shall be the following:
- Phase 1: Reconstruct existing St. Christopher Lane driveways, construct new St. Christopher Lane driveway at the end of cul-de-sac. Construct new Cottonwood Avenue driveway to align with proposed Watson Way.
  - Phase 2: Remove two existing westerly Cottonwood Avenue Driveways and construct new driveway at approximately 450’ from centerline of Perris Boulevard.
- TE5. The cul-de-sac at the eastern terminus of St. Christopher Lane shall be designed and constructed per City Standard Plan No. 123 or 124
- TE6. A bus bay per City Standard Plan No. 121 shall be designed for eastbound Cottonwood Avenue, just east of Perris Boulevard.
- TE7. Conditions of approval may be modified or added if a revised map is submitted for this development.

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## RESOLUTION NO. 2015-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DENYING THE APPEAL AND SUSTAINING THE DECISION OF THE PLANNING COMMISSION TO ADOPT A NEGATIVE DECLARATION PER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVE P12-051 MASTER SITE PLAN AMENDED CONDITIONAL USE PERMIT (ASSESSOR'S PARCEL NUMBERS 479-200-037 & 038, 479-200-003, & 033 & 034)

WHEREAS, the applicant, Lord Architecture, Inc., filed an application for the approval of P12-051 Master Site Plan, Amended Conditional Use Permit, a proposal for the future phased build out of the St. Christopher Church site; and

WHEREAS, the application was evaluated in accordance with established City of Moreno Valley procedures, and with the consideration of the General Plan and other applicable regulations; and

WHEREAS, an environmental assessment, including an Initial Study completed in September 2013 prepared to address the environmental impacts associated with the Tentative Parcel Map 36522 (PA13-0002) and the Master Site Plan (Amended Conditional Use Permit, P12-051) and a Negative Declaration was recommended pursuant to the California Environmental Quality Act (CEQA), as there was no evidence that the proposed development applications, as designed and conditioned, would have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole; and

WHEREAS, upon completion of a through development review process the application was appropriately agendized and noticed for a public hearing before the Planning Commission on October 24, 2013; and

WHEREAS, on October 24, 2013, the Planning Commission held a public hearing in accordance with applicable law; and approved P12-051 Master Site Plan, Amended Conditional Use Permit and

WHEREAS, at said public hearing, the Planning Commission carefully reviewed and considered all the evidence presented in connection with the hearing on the project, including but not limited to the staff report, all written and oral testimony presented, and voted 5-0, with one Commissioner absent, to adopt a Negative Declaration and to approve the project; and

WHEREAS, on November 8, 2013, Roy Bleckert filed an appeal (of the Planning Commission's decision to approve the project) with the Community & Economic Development Department; and

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WHEREAS, subsequent to the filing of the Appeal, the City by mutual agreement, engaged in several meetings with the Appellant, the Applicant and jointly with the Appellant and Applicant to address and resolve the concerns of the Appellant; and

WHEREAS, to date no mutual agreement between the parties has been achieved and therefore final consideration of the matter is desired; and

WHEREAS, required public notice of the public hearing on the Appeal was properly noticed in the Press Enterprise on October 28<sup>th</sup>, 2015; and

WHEREAS, the on November 10, 2015, the City Council continued the public hearing to the December 1, 2015 City Council meeting; and

WHEREAS, the on December 1, 2015, the City Council continued the public hearing to the December 15, 2015 City Council meeting; and

WHEREAS, the City Council has found the evidence presented sufficient and appropriate to uphold the decisions of the Planning Commission as further disclosed below; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the St. Christopher project applications P12-051 and PA13-0002 are subject to certain fees, dedications, reservations and other exactions as provided herein.

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

- A. This City Council hereby finds that all of the facts set forth above in this Resolution are true and correct.
- B. Based upon substantial evidence presented to this City Council during the above-referenced public hearing on December 15, 2015, including written and oral staff reports, and the record from the public hearing, this City Council hereby finds as follows:
  1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.
 

FACT: The proposed Master Site Plan is consistent with the General Plan and the Office (O) and Residential 5 (R5) zone which allow for church facilities. As designed and conditioned, the proposed project will be consistent and does not conflict with the goals, objectives, policies and programs of the General Plan.
  2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

FACT: The proposed project is located within the Office and Residential 5 zone which allows the church use with the approval of a Conditional Use Permit. As proposed, the project complies with all applicable zoning and Municipal Code requirements.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The project is a Master Site Plan on an infill site in an urban setting. As designed and conditioned, the proposed project will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity. An initial study of the potential environmental impacts associated with the project was prepared in accordance with the provision of the California Environmental Quality Act (CEQA). Based on the initial study, it was determined that the project will not result in significant environmental impacts and therefore adoption of a Negative Declaration remains the recommended environmental document.

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

FACT: The Master Site Plan will include current and future development completed in five phases. New construction will be required to submit a Plot Plan for review to ensure consistency with the existing structures. Off-site street improvements, landscaping and parking will be provided and constructed per City's standards. The proposed use would be in conformance with the existing surrounding development and is consistent with all applicable goals, objectives, policies and programs of the General Plan and the City's Municipal Code.

### **C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS**

1. Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by

the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

## **2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS**

The adopted Conditions of Approval for P12-051, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

**3.** The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d) (1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution 2015-83. A Resolution of the City Council of the City of Moreno Valley, California, denying the appeal and sustaining the decision of the Planning Commission to adopt a Negative Declaration per the California Environmental Quality (CEQA) and Approve P12-051 Master Site Plan Amended Conditional Use Permit, (Assessor's Parcel Numbers 479-200-037 & 038, 479-200-003, & 033 & 034) into one 9.51 acre parcel, subject to the attached conditions of approval included as Exhibit A, HEREBY APPROVING the project.

4  
Resolution No. 2015-83  
Date Adopted: December 15, 2015

APPROVED AND ADOPTED this 15<sup>th</sup> day of December, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

5  
Resolution No. 2015-83  
Date Adopted: December 15, 2015

Attachment: Resolution No. 2015-83, P12-051 MSP, ACUP [Revision 6] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING

**RESOLUTION JURAT**

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2015-83 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 15th day of December, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

6  
Resolution No. 2015-83  
Date Adopted: December 15, 2015

CITY OF MORENO VALLEY  
CONDITIONS OF APPROVAL  
P12-051 MASTER SITE PLAN  
(AMENDED CONDITIONAL USE PERMIT)  
APN: 479-200-003, 033, 034, 037& 038

APPROVAL DATE: December 15, 2015  
EXPIRATION DATE: December 15, 2018

- Planning (P), including School District (S), Post Office (PO), Building (B), Police (PD)
- Fire Prevention Bureau (F)
- Public Works, Land Development (LD)
- Financial & Management Services, Special Districts (SD)
- Public Works – Transportation Engineering (TE)

**COMMUNITY DEVELOPMENT DEPARTMENT**

**Planning Division**

**For questions regarding any Planning condition of approval, please contact the Planning Division at (951) 413-3206.**

**GENERAL CONDITIONS**

- P1. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)
- P2. In the event the use hereby permitted ceases operation for a period of one (1) year or more, or as defined in the current Municipal Code, this permit may be revoked in

\*Revised at Planning Commission  
\*\*Revised at City Council

**Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):**

R - Map Recordation	GP - Grading Permits	CO - Certificate of
	Occupancy or building final	
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

**Governing Document (see abbreviation at the end of the affected condition):**

GP - General Plan	MC - Municipal Code	CEQA - California
	Environmental Quality Act	
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape
	Development Guidelines and Specs	
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform
	Building Code	

SBM - Subdivision Map Act

Attachment: Exhibit A - COAs P12-051 MSP CUP [Revision 2] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING



**CONDITIONS OF APPROVAL  
P12-051 MASTER SITE PLAN  
PAGE 8**

accordance with provisions of the Municipal Code. (MC 9.02.260)

- P3. The site shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Planning Official. (MC 9.14.020)
- P4. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)
- P5. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)
- P6. Any signs indicated on the submitted plans are not included with this approval. Any signs, whether permanent (e.g. wall, monument) or temporary (e.g. banner, flag), proposed for this development shall be designed in conformance with the sign provisions of the Development Code or approved sign program, if applicable, and shall require separate application and approval by the Planning Division. No signs are permitted in the public right of way. (MC 9.12)
- P7. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

Special Conditions

- P8. The site has been approved for a Master Site Plan (Amended Conditional Use Permit) for the existing church site. A change or modification shall require separate approval.
- P9. The church will be utilizing the existing buildings as offices, meeting rooms and classrooms. This use is in conjunction with the church and does not include regular elementary, middle, high or college school activities. (A separate conditional use permit is required for private schools).
- P10. \*Church services and assembly meetings may be held in only one building at a time to ensure adequate parking.
- P11. The existing building on the south east portion of the site shall be used for storage purposes only. Any assembly use is prohibited.

**CONDITIONS OF APPROVAL  
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P12. Tentative Parcel Map 36522 shall be recorded prior to Phase 1.

P13. The proposed Water Quality Basin shall be completed with Phase 1 prior to any Phase 1 building final or certificate of occupancy.

P14. \*There shall be a minimum of 361 parking stalls on the site at all times. At Phase 4 the parking number shall increase to 395.

P15. The site will be developed in five (5) phases with an Amended Plot Plan application processed for each proposed building or site modification.

Phase I

- A Water Quality Retention Basin will be constructed and completed per the approved plans prior to occupancy/building permit final of the McGivney House or the new meeting room adjacent to the existing McGivney House.
- Saint Christopher Lane will be constructed with a new cul-de-sac per the approved site plan.
- A 6 foot decorative block wall will be constructed along the east property line a minimum of 200 feet from the south property line north, the south property line and along the west property line adjacent to the new water quality detention basin.
- Renovate the existing McGivney House changing the use from single family residential to office/meeting rooms.
- Construct a new 2,100 square feet meeting room adjacent to the McGivney House.
- Provide off-site improvements along Saint Christopher Lane and Cottonwood Avenue as conditioned.
- Provide new on-site parking, landscape and circulation improvements as related to the new on-site construction in Phase I.

Phase 2

- Construct a new multi-purpose building/parish hall on the northwest corner of the site.
- Revise parking and landscaping to accommodate the new facility.
- Provide off-site improvements along Cottonwood Avenue including a bus bay, removal, relocation and new driveways per City Standards and underground utilities as required.
- Provide a new landscaped median along Perris Boulevard from Saint Christopher Land to Cottonwood Avenue per City Standards.

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Phase 3

- Remove the existing old sanctuary and replace with a new parish administration center including landscaping as necessary.

Phase 4

- Demolish existing office, classroom and residence buildings located on the north east portion of the site and the storage building at the far southeast of the site.
- Construct two religious education buildings and an administration building on the north east portion of the site.
- Provide new parking, landscaping, garden areas and pedestrian walkways.
- Construction of a six foot high solid Decorative Block Wall along the east property line from Cottonwood Avenue (3 feet max in the front building setback) to meet the existing block wall at the south.
- Construct basketball courts.
- Revise the existing Water Quality Detention Basin to be used as a basin and athletic field.
- Include future pads and utilities for two future buildings.

Phase 5

- Construct two religious education buildings.

Prior to Issuance of Grading Permits

- P16. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, no further disturbance shall occur until the County Coroner has made necessary findings as to origin. If the County Coroner determines that the remains are potentially Native American, the California Native American Heritage Commission shall be contacted within a reasonable timeframe to identify the "most likely descendant." The "most likely descendant" shall then make recommendations, and engage in consultations concerning the

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- treatment of the remains (California Public Resources Code 5097.98). (GP Objective 23.3, CEQA)
- P17. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)
- P18. (GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property and City right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be shown on the plan, be a minimum size of 24 inch box, and meet a ratio of three replacement trees for each mature tree removed or as approved by the Planning Official. (GP Objective 4.4, 4.5, DG)
- P19. (GP) Prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Planning Division, and Public Works Department – Special Districts for review and approval by each division. (GP - Circulation Master Plan) Timing of installation shall be determined by PW- Special Districts.
- P20. (GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Planning Division for review and approval.
- P21. (GP) Decorative pedestrian pathways across circulation aisles/paths shall be provided throughout the development to connect dwellings with open spaces and/or recreational uses or commercial/industrial buildings with open space and/or parking and/or the public right-of-way. The pathways shall be shown on the precise grading plan. (GP Objective 46.8, DG)
- P22. (GP) Prior to the issuance of building permits, the site plan shall show decorative concrete pavers for all new driveway ingress/egress locations of the project.
- P23. (GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:
- A. A maximum 6 foot high solid decorative block perimeter wall with pilasters and a cap shall be required adjacent to all residential zoned areas.
  - B. A 3 foot high decorative wall, solid hedge or berm shall be placed in any setback areas between a public right of way and a parking lot for screening.
  - C. Any proposed retaining walls shall also be decorative in nature, while the

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- combination of retaining and other walls on top shall not exceed the height requirement.
- D. Walls and fences for visual screening are required when there are adjacent residential uses or residentially zone property. The height, placement and design will be based on a site specific review of the project. All walls are subject to the approval of the Planning Official. (DC 9.08.070)

**PRIOR TO BUILDING PERMITS**

- P24. (BP) Prior to issuance of building permits, the Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping. (GP Objective 43.30, DG)
- P25. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)
- P26. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

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- P27. (BP) Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)
- P28. (BP) Prior to issuance of any building permits, final landscaping and irrigation plans shall be submitted for review and approved by the Planning Division. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and shall include:
- A. A three (3) foot high decorative wall, solid hedge or berm shall be placed in any setback areas between a public right of way and a parking lot for screening.
  - B. Finger and end planters with required step outs and curbing shall be provided every 12 parking stalls as well as at the terminus of each aisle.
  - C. Diamond planters shall be provided every 3 parking stalls.
  - D. Drought tolerant landscape shall be used. Sod shall be limited to gathering areas.
  - E. Street trees shall be provided every 40 feet on center in the right of way.
  - F. On-site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of the perimeter of a parking lot and per thirty linear feet of a building dimension for the portions of the building visible from a parking lot or right of way. Trees may be massed for pleasing aesthetic effects.
  - G. Enhanced landscaping shall be provided at all driveway entries and street corner locations
  - H. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view.
  - I. Landscaping on three sides of any trash enclosure.
  - J. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question.
- P29. Prior to the issuance of building permits, landscape and irrigation plans for areas maintained by the Property Owner shall be submitted to the Planning Division. All landscape plans shall be approved prior to the release of any building permits for the site. The plans shall be prepared in accordance with the City's Landscape Development Guidelines. Landscaping is required for the sides and or slopes of all water quality basin and drainage areas, while a hydroseed mix with irrigation is acceptable for the bottom of the basin areas. All detention basins shall include

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trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Planning Official is required to secure all water quality and detention basins.

- P30. (BP) Prior to the issuance of building permits, the master site plan shall include landscape for trash enclosures to include landscape on three sides, while elevation plans for trash enclosures shall be provided that include decorative enhancements such as an enclosed roof and other decorative features that are consistent with the architecture of the proposed buildings on the site, subject to the approval of the Planning Division.
- P31. (BP) Prior to the issuance of building permits, the elevation plans shall be revised to include decorative lighting sconces on all sides of the buildings of the complex facing a parking lot, courtyard or plaza, or public right of way or open space to provide up-lighting and shadowing on the structures. Include drawings of the sconce details for each building within the elevation plans.
- P32. (BP) Prior to the issuance of building permits, the plot plan shall include decorative concrete pavers for all driveway ingress/egress locations for the project

**PRIOR TO CERTIFICATE OF OCCUPANCY**

- P33. (CO) Prior to issuance of Certificates of Occupancy or building final, the required landscaping and irrigation shall be installed. (DC 9.03.040)
- P34. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Planning Division. (MC 9.080.070).
- P35. (BP/CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be inspected by the Planning Division. All on-site and common area landscaping shall be installed in accordance with the City's Landscape Standards and the approved project landscape plans and all site clean-up shall be completed.

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Building and Safety Division

- B1. New buildings/structures shall comply with the current California Building Standards Code (CBC, CEC, CMC, CPC and Green Building Standards) as well as City ordinances. Plans shall be submitted to the Building and Safety Division as a separate submittal and shall include a soils report at time of first submittal. Beginning on January 1, 2014, the 2013 CBC will become effective for all new building permit applications.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING.

- B2. Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include “as built” plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building and Safety Division for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building and Safety Division at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.
- B3. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed “Waste Management Plan” (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

- S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.



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UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

- PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (DC 9.08.080)
- PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:
- a. The name (if applicable) and address of the development.
  - b. The developer's name, address, and a 24-hour emergency telephone number. (DC 9.08.080)
- PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact information Form for the project shall be completed at the permit counter of the Community and Economic Development Department - Building Division for routing to the Police Department. (DC 9.08.080)
- PD4. Addresses needs to be in plain view visible from the street and visible at night. It needs to have a backlight, so the address will reflect at night or a lighted address will be sufficient.

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- PD5. All exterior doors in the rear and the front of the buildings need an address or suite number on them.
- PD6. All rear exterior doors should have an overhead low sodium light or a light comparable to the same.
- PD7. The exterior of the building should have high-pressure sodium lights and or Metal halide lights installed and strategically placed throughout the exterior of the building. The parking lots should have adequate lighting to insure a safe environment for customers and or employees.
- PD8. All landscape cover should not exceed over 3' from the ground in the parking lot.
- PD9. Bushes that are near the exterior of the building should not exceed 4' and should not be planted directly in front of the buildings or walkways.
- PD10. Trees, which exceed 20', should have a 7' visibility from the ground to the bottom half of the tree. This is so that patrons or employees can view the whole parking lot while parking their vehicles in the parking lot.
- PD11. A monument address is to be located in front of the main entrance.
- PD12. Landscape screening is to be located no closer than six feet from the covered parking spaces.
- PD13. Sufficient lighting is to be provided over all mailbox areas.

**FIRE PREVENTION BUREAU**

**Standard Conditions shall apply.**

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

- F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

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- F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 2125 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 507.3, Appendix B) . **The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.**
- F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super fire hydrants (6" x 4" x 2 1/2" x 2 1/2" ) and super enhanced fire hydrants (6" x 4" x 4" x 2 1/2" ) shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 507.5.7 & MVMC 8.36.060 Section K)
- F4. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.2 and 503.2.5)
- F5. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)
- F6. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

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- F7. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty-four (24) or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less than thirteen (13) feet six (6) inches. (CFC 503.2.1 and MVMC 8.36.060[E])
- F8. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.060[G])
- F9. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4)
- F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3)
- F11. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5)
- F12. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)
- F13. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:
- a) Be signed by a registered civil engineer or a certified fire protection engineer;
  - b) Contain a Fire Prevention Bureau approval signature block; and
  - c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

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- Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 507.5)
- F14. Prior to issuance of Certificate of Occupancy or Building Final, “Blue Reflective Markers” shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 509.1)
- F15. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)
- F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)
- F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.100)
- F18. Prior to issuance of a Certificate of Occupancy or Building Final, a “Knox Box Rapid Entry System” shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. All exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)
- F19. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use,

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- handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 105)
- F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.
- F21. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503 and MVMC 8.36.060)
- F22. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.060)
- F23. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.060)
- F24. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.
- F25. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on

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- the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with CFC 105 and MVMC 8.36.100.
- F26. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)
- F27. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 105)
- F28. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 105)
- F29. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 105)
- F30. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.8)
- F31. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Chapter 1)
- F32. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

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- F33. Prior to Certificate of Occupancy all locations where medians are constructed and prohibit vehicular ingress/egress into or away from the site, provisions must be made to construct a median-crossover at all locations determined by the Fire Marshal and the City Engineer. Prior to the construction, design plans will be submitted for review and approval by the City Engineer and all applicable inspections conducted by Land Development Division.
- F34. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.



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PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

- LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City’s Municipal Code (MC)
- LD2. (G) Financial security shall be provided for all improvements associated with each phase of development. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5)
- LD3. (G) It is understood that the master plot plan correctly show all existing easements, traveled ways, and drainage courses, and that their omission may require the plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)
- LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.
- LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:
- a. Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.
  - b. Observance of working hours as stipulated on permits issued by the Public Works Department.

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- c. The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.
- d. All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

- LD6. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)
- LD7. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Community and Economic Development Department.
- LD8. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

Prior to Grading Plan Approval or Grading Permit

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- LD9. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.
- LD10. (GPA) Prior to grading plan approval, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:
- a. A grading permit shall be obtained from the Public Works Department - Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.
  - b. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.
- LD11. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.
- LD12. (GPA) Prior to grading plan approval for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.
- LD13. (GPA) Prior to grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :
- a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
  - b. Incorporates Source Control BMPs and provides a detailed description of their implementation;

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- c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
- d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
- e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

- LD14. (GPA) Prior to grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department.

- LD15. (GPA) Prior to grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

- LD16. (GPA) Prior to grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

- LD17. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

- LD18. (GPA) Prior to grading plan approval, the developer shall pay applicable remaining grading plan check fees.

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- LD19. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.
- LD20. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.
- LD21. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)
- LD22. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.
- LD23. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Improvement Plan Approval or Construction Permit

- LD24. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.
- LD25. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)
- LD26. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

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- LD27. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.
- LD28. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.
- LD29. (IPA) Prior to approval of the improvement plans, the developer shall pothole to determine the exact location of existing underground utilities. The improvement plans shall be designed based on the pothole field investigation results. The developer shall coordinate with all affected utility companies and bear all costs of utility relocations.
- LD30. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements.
- LD31. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)
- LD32. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.
- LD33. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.
- LD34. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

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Prior to Building Permit

- LD35. (BP) Prior to issuance of a building permit for each phase of development, all pads shall meet pad elevations per approved plans as noted by the setting of “Blue-top” markers installed by a registered land surveyor or licensed engineer.
- LD36. (BP) Prior to issuance of a building permit for each phase of development, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:
- a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
  - b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
  - c. The vendor(s) that the applicant proposes to use to haul the materials.
  - d. Facility(s) the materials will be hauled to and their expected diversion rates.
  - e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled .

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

Prior to Certificate of Occupancy

- LD37. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.
- LD38. (CO) Prior to issuance of a certificate of occupancy in Phase 1, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System (NPDES)

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as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of certificate of occupancy issuance. Following are the requirements:

- a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
    - i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
    - ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.
  - b. Notify the Special Districts Division of the intent to request building permits 90 days prior to their issuance and the financial option selected. The financial option selected shall be in place prior to the issuance of certificate of occupancy. (California Government Code & Municipal Code)
- LD39. (CO) Prior to issuance of a certificate of occupancy or building final in the Phase identified in the Special Conditions, the developer shall construct public improvements in conformance with applicable City standards, including but not limited to the following applicable improvements:
- a. Street improvements including, but not limited to: pavement, base, curb, gutter, sidewalk, drive approaches, pedestrian ramps, street light, signing, striping, under sidewalk drains, raised median, landscaping and irrigation, pavement tapers/transitions, traffic control devices as appropriate, bus turnout, removal of power poles, and undergrounding of overhead utilities.
  - b. Storm drain facilities including, but not limited to: catch basin and local depression.
  - c. Under grounding of existing and proposed utility lines less than 115,000 volts.



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- LD40. (CO) Prior to issuance of a certificate of occupancy or building final in the Phase identified in the Special Conditions, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)
- LD41. (CO) Prior to issuance of a certificate of occupancy or building final in Phase 1, the applicant shall ensure the following, pursuant to Section XII. I. of the 2010 NPDES Permit:
- a. Field verification that structural Site Design, Source Control and Treatment Control BMPs are designed, constructed and functional in accordance with the approved Final Water Quality Management Plan (WQMP)
  - b. Certification of best management practices (BMPs) from a state licensed civil engineer. An original WQMP BMP Certification shall be submitted to the City for review and approval.

Prior to Acceptance of Streets into the City Maintained Road System

- LD42. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to the end of the one-year warranty period of the public streets at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

SPECIAL CONDITIONS

- LD43. Master Plot Plan improvements are proposed over five phases. The Special Conditions of Approval have been separated by phase. The Final Water Quality Management Plan for the overall Master Plot Plan development shall be completed and submitted for review and approval in Phase 1.
- LD44. A Precise Grading Plan and Final WQMP shall be submitted for review and approval for each phase of development. Street Improvement Plans shall be

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submitted for review and approval for public improvements to be completed in Phases 1 and 2. All plans shall be drawn on 24"x36" sheet size. As-Builts of all plans are required prior to occupancy for each phase as identified below.

Phase 1

LD45. The following plans and studies shall be submitted for review and approval in Phase 1. As-Builts of the plans below are required prior to Phase 1 occupancy.

- a. A Precise Grading Plan for the McGivney house remodel and Knights Hall addition including new patio areas, trash enclosure, onsite sidewalk, easterly parking lot improvements including landscaping, fencing, new entry gates, and retention basin including parking lot drainage system improvements that are tributary to the retention basin. The plan shall also show a proposed swale on the undeveloped east side of the property that will convey runoff to the retention basin until such time future phases on the east side of the project develop when more permanent drainage improvements will be required to continue to convey runoff to the retention basin.
- b. A Street Improvement Plan for the following public street improvements.
  - i. St. Christopher Lane cul-de-sac improvements including pavement, base, curb, gutter, sidewalk, catch basin, local depression, street lights, and driveway approach.
  - ii. St. Christopher Lane replacement of the access ramp located at the northeast corner of Perris Boulevard and St. Christopher Lane with one that complies with current American with Disabilities Act (ADA) standards as well as the re-construction of existing driveway approaches on the north side of the street to comply with City Standard 118C. No decorative pavement shall be placed within the public right-of-way.
  - iii. Cottonwood Avenue improvements from the easternmost entrance to the east project property line including pavement, base, curb, gutter, sidewalk, and temporary asphalt concrete berm taper.
- c. Signing and Striping Plans and Traffic Control Plans for Cottonwood Avenue as required by the City's Transportation Division.
- d. Final Drainage Study for the overall Master Plot Plan area as well as for Phase 1 drainage improvements including retention basin.

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- e. Final Water Quality Management Plan for the overall Master Plot Plan area as well as for Phase 1 water quality management plan improvements. Site design and source control BMPs shall be used to the greatest extent before incorporating treatment control BMPs.
  - f. Legal Description and Plat for the vacation of an existing ten-foot wide private drainage easement from St. Christopher Lane to the south property line, as may be required by the City Engineer.
- LD46. Prior to precise grading plan approval, this project shall demonstrate, via a final drainage study, that the increased runoff resulting from all phases of the development of this site is mitigated. During no storm event shall the flow leaving the site in the developed condition be larger than that of the pre-developed condition. The drainage study shall analyze the following events: 1, 3, 6 and 24-hour duration events for the 2, 5, 10 and 100-year storm events.
- LD47. Prior to precise grading plan approval, emergency overflow area shall be included in the design of the proposed retention basin in the event that the drainage improvements fail or larger than 100-year storm flows exceed full capacity. This may include, but not be limited to, an emergency spillway in the retention basin and an emergency overflow at any sump catch basin location, particularly on St. Christopher Lane. The developer is responsible for securing any necessary on-site or off-site drainage easements as required for emergency overflow.
- LD48. Prior to precise grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.
- LD49. Prior to precise grading plan approval, the grading plans shall clearly show that the parking lot conforms to City standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. ([www.usdoj.gov](http://www.usdoj.gov)) and as approved by the City's Building and Safety Division.
- LD50. During construction, areas of the parking lot, where the developer proposes to demolish pavement, shall be cordoned off (or equal) after pavement removal to

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ensure public safety. Perimeter protection of the non-paved areas shall be clearly visible at night.

Phase 2

LD51. The following plans and studies shall be submitted for review and approval in Phase 2. As-Built of the plans below are required prior to Phase 2 occupancy.

- a. A Precise Grading Plan for the new Parish Hall including proposed onsite sidewalk and landscaping around new building perimeter, trash enclosure, fire hydrant, fencing, and new entry gates.
- b. A Street Improvement Plan for the following public street improvements.
  - i. Cottonwood Avenue improvements consisting of removal of driveway approaches at existing project entrances and replacement with curb, gutter, and sidewalk, construction of new driveway approaches per City Standard 118C at new project entrances (no decorative pavement shall be placed within the public right-of-way), construction of a new bus turnout per City Standard 121, replacement of the access ramp located at the southeast corner of Perris Boulevard and Cottonwood Avenue with one that complies with current ADA standards, and removal of power poles on the south side of Cottonwood Avenue together with the undergrounding of overhead utilities.
  - ii. Perris Boulevard improvements shall consist of construction of a raised, landscaped median between Cottonwood Avenue and St. Christopher Lane with left turn pockets and the removal of power poles on the east side of Perris Boulevard together with the undergrounding of overhead utilities.
  - iii. This project will be conditioned to repair, replace or install any damaged, substandard or missing improvements on Perris Boulevard and Cottonwood Avenue.
- c. Signing and Striping Plans and Traffic Control Plans for Perris Boulevard as required by the City's Transportation Division.
- d. Final Water Quality Management Plan for Phase 2 water quality management plan improvements. Site design and source control BMPs shall be used to the greatest extent before incorporating treatment control BMPs.

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LD52. Prior to precise grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD53. Prior to building permit issuance for the proposed building in Phase 2, developer shall schedule a walk through with a Public Works Inspector to inspect existing improvements within public right-of-way along project frontage. The applicant will be required to install, replace and/or repair any missing, damaged or substandard improvements in addition to the ones identified in these conditions of approval. The developer may need to post additional security to cover the cost of the repairs and complete the repairs within the time allowed in the public improvement agreement used to secure the improvements.

Phase 3

LD54. A Precise Grading Plan for the new Parish Offices including proposed onsite sidewalk and landscaping around the new building perimeter, shall be submitted for review and approval in Phase 3. As-Built of the Precise Grading Plan is required prior to Phase 3 occupancy.

LD55. Final Water Quality Management Plan for Phase 2 water quality management plan improvements. Site design and source control BMPs shall be used to the greatest extent before incorporating treatment control BMPs.

Phase 4

LD56. A Precise Grading Plan for the new Administrative Offices and Religious Education Classrooms including proposed onsite sidewalk and landscaping, promenade and garden area, new patio and plaza areas, easterly parking lot improvements including new landscaping, basketball courts, athletic fields, and fire hydrants shall be submitted for review and approval in Phase 4. As-Built of the Precise Grading Plan is required prior to Phase 4 occupancy.

LD57. Final Water Quality Management Plan for Phase 4 water quality management plan improvements. Site design and source control BMPs shall be used to the greatest extent before incorporating treatment control BMPs.

Phase 5

**PLANNING DIVISION  
CONDITIONS OF APPROVAL  
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- LD58. A Precise Grading Plan for new Religious Education Classrooms including proposed onsite sidewalk and landscaping, and new patio and plaza areas, shall be submitted for review and approval in Phase 5. As-Built of the Precise Grading Plan is required prior to Phase 5 occupancy.
- LD59. Final Water Quality Management Plan for Phase 5 water quality management plan improvements. Site design and source control BMPs shall be used to the greatest extent before incorporating treatment control BMPs.

**PLANNING DIVISION  
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PAGE 38**

TRANSPORTATION ENGINEERING DIVISION

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

GENERAL CONDITIONS

- TE1. Perris Boulevard is classified as a Divided Arterial – Six Lane (110’RW/86’CC) per City Standard Plan No. 103C. Any improvements to the roadway shall be per City standards. Improvements include a landscaped, raised median along project frontage as a part of Phase 2. The raised median shall be constructed from Cottonwood Avenue to a minimum of 100’ south of St. Christopher Lane. The permitted movements at the Perris Boulevard/St. Christopher Lane intersection shall be as follows with the construction of the raised median:
- Northbound Perris Boulevard: Through and Right Turns
  - Southbound Perris Boulevard: Through (No left turns permitted)
  - Westbound St. Christopher Lane: Right Turns (No left turns permitted)
- TE2. Cottonwood Avenue is classified as a Minor Arterial (88’RW/64’CC) per City Standard Plan No. 105A. Any improvements to the roadway shall be per City standards. Communication Conduits and Traffic Signal Interconnect shall be installed along Cottonwood Avenue per City Standard Plan No. 421 as a part of Phase 2.
- TE3. St. Christopher Lane is classified as a Local Street (56’RW/36’CC) per City Standard Plan No. 108A. Any modifications or improvements undertaken by this project shall be consistent with the City’s standards for this facility.
- TE4. Driveways shall conform to Section 9.11.080, and Table 9.11.080-14 of the City’s Development Code – Design Guidelines and City of Moreno Valley Standard No. 118C for commercial driveway approach. Phased access shall be the following:
- Phase 1: Reconstruct existing St. Christopher Lane driveways, construct new St. Christopher Lane driveway at the end of cul-de-sac. Construct new Cottonwood Avenue driveway to align with proposed Watson Way.
  - Phase 2: Remove two existing westerly Cottonwood Avenue Driveways and construct new driveway at approximately 450’ from centerline of Perris Boulevard.

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- TE5. The cul-de-sac at the eastern terminus of St. Christopher Lane shall be designed and constructed per City Standard Plan No. 123 or 124
- TE6. Conditions of approval may be modified or added if a revised phasing plan is submitted for this development.

**PRIOR TO IMPROVEMENT PLAN APPROVAL OR CONSTRUCTION PERMIT**

- TE7. Prior to final approval of the street improvement plans for Phase 2, a bus bay per City Standard Plan No. 121 shall be designed for eastbound Cottonwood Avenue, just east of Perris Boulevard.
- TE8. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.
- TE9. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, registered Civil or Traffic engineer may be required for plan approval or as required by the City Traffic Engineer.
- TE10. Prior to final approval of the street improvement plans, the project plans shall demonstrate that sight distance at proposed streets and driveways conforms to City Standard Plan No. 125A, B, C.

**PRIOR TO CERTIFICATE OF OCCUPANCY OR BUILDING FINAL**

- TE11. (CO) Prior to issuance of a Certificate of Occupancy for Phase 2, the improvements identified in conditions TE1, TE2, and TE7 shall be constructed per the approved plans to the satisfaction of the City Engineer.

**PRIOR TO ACCEPTANCE OF STREETS INTO THE CITY-MAINTAINED ROAD SYSTEM**

- TE12. Prior to acceptance of streets into the City-maintained road system, all approved signing and striping shall be installed per current City Standards and the approved plans.



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**FINANCIAL & MANAGEMENT SERVICES DEPARTMENT**

Special Districts Division

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project P12-051; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Financial & Management Services Department 951.413.3480 or by emailing [specialdistricts@moval.org](mailto:specialdistricts@moval.org).

General Conditions

- SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.
- SD-2 Plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District Zone M, shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. To obtain a copy of these guidelines, please contact the Special Districts Division at 951-413-3480 or visit the Special Districts webpage at [www.moval.org/sd](http://www.moval.org/sd).
- SD-3 The developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscape maintenance for a period of one (1) year as per the *City of Moreno Valley Public Works Department Landscape Design Guidelines*, or until such time as the District accepts maintenance responsibilities.
- SD-4 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

**PLANNING DIVISION  
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- SD-5 Plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)
- SD-6 Inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)
- SD-7 Streetlight Authorization forms, for all streetlights that are conditioned to be installed as part of this project, must be submitted to the Special Districts Division for approval, prior to streetlight installation. The Streetlight Authorization form can be obtained from the utility company providing electric service to the project, either Moreno Valley Utility or Southern California Edison.

Prior to Building Permit Issuance

- SD-8 (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of major thoroughfares and/or freeway improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)
- SD-9 (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for Public Safety services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)

**PLANNING DIVISION  
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- SD-10 (BP for Phase I) This project is conditioned to provide a funding source for the capital improvements and/or maintenance for the Perris Blvd. median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the options as outlined below shall be selected. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.
- a. Participate in a ballot proceeding for improved median maintenance and pay all associated costs with the ballot process and formation costs, if any. Financing may be structured through a Community Services District zone, Community Facilities District, Landscape and Lighting Maintenance District, or other financing structure as determined by the city; or
  - b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The financial option selected shall be in place prior to the issuance of certificate of occupancy.

- SD-11 *Commercial* (OC for Phase I) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a certificate of occupancy and the financial option selected to fund the continued maintenance. (California Government Code)
- SD-12 (BP) Prior to the issuance of the first building permit for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate in place at the time of payment, as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council.

**PLANNING DIVISION  
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The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C programs. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

- SD-13 (BP) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a Covenant of Assessments for each assessable parcel therein, whereby the developer covenants the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Covenant of Assessments shall be submitted to the Special Districts Division. For a copy of the Covenant of Assessments form, please contact Special Districts, phone 951.413.3480.
- SD-14 (BP for Phase II) Final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community and Economic Development Department–Planning Division, the Financial & Management Services Department–Special Districts Division, and the Public Works Department–Transportation Division prior to the issuance of the first Building Permit in Phase II.

Prior to Certificate of Occupancy

- SD-15 (CO for Phase II) All parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project in Phase II.
- SD-16 (CO) Landscape and irrigation plans for parkway, median, slope, and/or open space landscape areas designated for incorporation into Moreno Valley Community Services District shall be placed on compact disk (CD) in pdf format. The CD shall include "As Built" plans, revisions, and changes. The CD will become the property of the City of Moreno Valley and the Moreno Valley Community Services District.

PLANNING DIVISION  
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Attachment: Exhibit A - COAs P12-051 MSP CUP [Revision 2] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING



Community & Economic Development Department  
Planning Division  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552-0805  
(951) 413-3206  
(951) 413-3210 FAX

# PROJECT APPLICATION

No.:

Application must be completely filled out to be accepted.

## TYPE OF APPLICATION

(One Application Form Required for Each Type of Application)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Administrative Plot Plan       | <input type="checkbox"/> Development Agreement      | <input type="checkbox"/> Specific Plan   |
| <input type="checkbox"/> Administrative Variance        | <input type="checkbox"/> Development Code Amendment | <input type="checkbox"/> Specific Plan Amendment   |
| <input type="checkbox"/> Amended Conditional Use Permit | <input type="checkbox"/> Extension of Time          | <input type="checkbox"/> Tentative Parcel Map  |
| <input type="checkbox"/> Amended Plot Plan              | <input type="checkbox"/> General Plan Amendment     | <input type="checkbox"/> Tentative Tract Map   |
| <input type="checkbox"/> Change of Zone                 | <input type="checkbox"/> Plot Plan                  | <input type="checkbox"/> Variance  |
| <input type="checkbox"/> Conditional Use Permit         | <input type="checkbox"/> Pre-Application Review     | <input checked="" type="checkbox"/> Other <u>Appeal PA13-0</u><br><u>P12-125/P12-051</u> |

## APPLICATION INFORMATION

Project/Business Name (if any):

Project Description:

Property Address/Location:

Assessor's Parcel Number(s):

Gross Area:	Net Area:	Proposed # of Lots/Parcels:	Proposed # of Residential Units:
-------------	-----------	-----------------------------	----------------------------------

Related Application(s):

Specific Plan Name/No:

## CONTACT PERSONS

**APPLICANT** Name: Roy Buckner Telephone: (951) 242-539

Address: P.O. Box 217 Fax No. ( )

City: M.V. State: CA Zip: 92556 E-mail Address:

Contact Person: ROY OF PATE BUCKNER

**OWNER** Name: Telephone: ( )

Address: Fax No. ( )

City: State: Zip: E-mail Address:

Contact Person:

**REPRESENTATIVE** Name: Telephone: ( )

Address: Fax No. ( )

City: State: Zip: E-mail Address:

Contact Person:

APPLICATION CONTINUES ON REVERSE

Attachment: Appeal 11-8-13 RB [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,

DISTRIBUTE APPEAL & PHOTO'S & ATT.

11-7-15

E.1.f

TO: ALL CITY COUNCIL MEMBERS 5  
ALL PLANNING COMMISSIONERS 7  
MICHELLE DAWSON  
SUZANNE BRYANT  
JOHN TERRELL  
AHMAD ANSARI  
ABDUL AHMAD  
CHRIS DRMSBY  
ERIC LEWIS  
CLEMENT JIMENEZ  
MARK SAMBITO  
RANDY METZ  
MICHAEL ~~CLAY~~ LLOYD  
JULEA DESCOTEAUX

X5

To: City Council City of Moreno Valley Ca  
 From: Roy Bleckert  
 P.O. Box 217  
 Moreno Valley Ca 92556  
 Ph 951-242-5397  
 Subject: Appeal of PA 13-0002 PM 36522  
 P12-051 Master Plan

11-7-2013

Dear City Council Members

Reasons for appeal of St. Christopher Church Project

### Concerns

In my view, We should start the analysis of any project with the thought of "First Do No Harm", with that in mind, I have many concerns with the above project including but not limited to Parking issues, Traffic Conditions, Flooding Problems, Phasing, Environmental Impact, Land Merger, Easterly Block Wall, Stock piling of dirt, Conditional Use Permit, Community Safety, Good & Sensible Planning. There were many concerns raised @ the Planning Commission Meeting that need to be dealt with in a manner that would mitigate the current problems & to prevent an even worse situation in multiple areas with the proposed expansion & renovation on the church property in my view.

### Parking

For the past 30 years as The Church Parish has grown & the parking issue on Sundays has been increasing at a great amount every year, to the point of tripling the parking that was required when the latest sanctuary building was built 30 years ago.

209 parking spaces were adequate when the sanctuary was built in 1984 & remodeled in 1991 with 321 parking spaces & a capacity of 964 assembly as was used for the specs for determining parking spaces on the proposal using the 1991 addition per my understanding ( I wonder how they determined this if the 1991 records are missing? ) as submitted in the plans.

This is very inadequate for what is being used today ( pics A-F)

It would appear the sanctuary has been modified from when it was built because my observation on site @ 10-20-13 (att AA) that there were approx. 2,045 parishioners @ the 12 p.m. service 1845 in sanctuary with all the pews filled salon 13 & 15 rooms filled plus people standing in the halls & doorways (pics G) 150 parishioners in the parish hall pics G, H ( which is not to be in use when the sanctuary is in use per City Planner Julia )



Using good planning per [www.frugalmom.com](http://www.frugalmom.com) you should average 3 weeks' worth of cars to determine parking spaces required , doing this from 10-6 to 10-20-2013 I came up with 679 cars average & this squares with the 2,045 people in attendance if you use the city standard of 1 parking spot for every 3 in attendance per current City Standard .

It is my understanding that if you modify, expand, alter the Sanctuary Building it will be required to the new code, it would appear that the Sanctuary building was modified as the old specs were 964 capacity to holding 1,845 parishioners now , also the existing Sanctuary is 18,577 s.f (att CC) In Phase 1 the Sanctuary is expanding to 18,920 s.f , these are two potential actions that would cause the Sanctuary building to be required to meet the new code

If you use Moreno Valley Municipal Code based just off of current usage of the Sanctuary @ 1,845 parishioners (att AA) 614 Parking spaces or 540 parking spaces using the building s.f. method , would be required just for the Sanctuary building which would still be short of the average Sunday usage & considering they are using the parking from 6 a.m. to 9 p.m. with 7 services a day on Sunday there is an extremely high demand for parking

How it was determined that approx. 360 parking spaces required under the current code for the current Sanctuary Building @ the Planning Commission Hearing is still a mystery to me , given this only about half of the parking spaces needed every Sunday

This does not factor in the parish building which is being used currently by closed circuit T.V. broadcasting the Sanctuary Building services to handle the over flow crowd.

Per current usage the Parish building is not to be used currently per my understanding, but it is and they are going to build a new parish building twice as big and not use it per special condition p.10 ? (att EE)

Chairwoman Van Natta made a great point @ the 44 min mark of the hearing in response to John Terrell's comment that the Church is not expanding capacity, so parking is not to increase

To paraphrase, Chairwoman Van Natta - Your stretching my understanding, Turn Parishioners away, that is not going to happen, How are you going to enforce using one building @ a time. As the Facilities are there , They are Going to Get Used

John Terrell - the City suggests more services

{

Chairwoman Van Natta- Why are we setting it up for Failure

I could not have said it better myself

The addition of the 7 p.m. service has not relieved the parking issue as on 11-3-2013 they still had approximately 700 cars @ the 12 p.m. service & possibly made the situation worse as now it has just added additional parishioners very late @ night

In my view this whole parking issue does not pass the logic or common sense test

### **Parking & Traffic Impact**

Per this plan there is a Big potential adverse impact per development plans submitted, as soon as phase 1 is started to completion of the project, it throws approx. 200 plus cars parked onsite to offsite parking as shown in (attFF)

Per Resolution 2012-95 St Christopher parking permit vandalism, trash among other things were caused by offsite parking of approx 40 cars , this plan would put approx. 200 plus cars parked on site to offsite parking, would this not cause a 5 times greater problem?

The suggestion is that they add more services has the very real potential to make a untenable situation even worse as they are having services with people arriving from 6 a.m. to 9 p.m. with 7 services on Sunday causing cars to be stacked on top of each other backing up traffic on Cottonwood , as to many cars trying to get out @ the same time as you have cars leaving & arriving to close to each other

Going from 5 entrances to 2 on Cottonwood will potentially make this worse , without a traffic signal on the east entrance & or a island on Cottonwood & north side of Cottonwood Street Improvements included in this project

Also notwithstanding the legality of parking ( to my understanding is illegal) to park in the dirt lot across the street it raises safety concerns of people crossing in the middle of Cottonwood Ave all day (pic I ) especially as they keep adding services later in the night time hours

The need to eliminate the parking area that is isolated on the corner of Perris Blvd. & St. Christopher Lane would go a long way toward lessening the traffic condition F on that street , & with some forethought & cooperation the buildings can be arranged in a manner to fit the needs of all & improve traffic flow

### **Retention Basin & Flooding**

If the dirt that has been hauled in & *re graded* were removed from the south east end of the property it would solve a lot of the St Christopher Ln. flooding problems in my view

In my layman's opinion design of the retention basin is not adequate based on my onsite observations & measurements it could easily be overrun & water @ or above the

freeboard line could back up water significantly on St. Christopher Ln. & the spillway exit is not consistent with flow from historical markers in place for approx. 50 years & have been discussed with the City & Applicants Engineers in several meetings

### **Phasing**

The current project as proposed is to be done in five phases , allowing 3 years for each phase plus 3 extensions per phase giving it the potential that this project could go on 60 years, severely limiting the City's ability to address seen or unforeseen impacts & mitigate things a project of this magnitude can produce

If this was a single phase project that would give the applicant 3 years to build the project plus 3 extensions for a total of 12 years to complete the project, a very reasonable time frame to complete this project & would allow the City greater flexibility to address any conditions seen or unforeseen that might arise & allow the neighborhood an avenue to address concerns that may arise in a timely manner

### **Environmental Impact**

They story the applicants gave @ the hearing about the removal of underground tanks takes stretching to a whole new level in my view

The removal of the tanks is @ issue especially since it has been mentioned this may be a school site & with schools nearby ( pic J,K,L )

7 foot holes shown in the grading plan and what might have been dumped in them could pose a hazard

I feel the negative declaration is not correct & the requirement of a E.I.R. should be explored

### **Easterly Block Wall**

The 400 feet of Required Block wall to be built in phase 4 .it should be moved to phase 1

The Church from about the time they bought the most easterly property in 2007 until about 6

months ago used that property as a Construction/Contractor yard (pics M,N) that provided a buffer of church usage which is not compatible with Current usage of my property , plus it will shift cars further eastward more likely to cause conflict's as the

man made barrier was removed by the church (The Construction Co. Yard ) about six months ago & the elimination of about 240 temporary parking spots in phase 1 , has the potential to move temporary parking right up against our common property line

My reading of the plans the retention basin design with the way it is @ free board line water could flow into my property which per JMS existing drainage pattern it does not do presently (att HH)

The issue of changing Pad Grades substantially from the preliminary grading plan does not make much sense to me as the proposed elevation on the top building pads facing Cottonwood are a appox. A foot & a half above the top of curb @ the end of Cottonwood & the bottom building pads 300 South are appox. the same height as top of curb with appox. Three feet of fill dirt in that area the odds of it requiring the building pads to be any higher would be extremely remote, if anything they would be lower in the precise grading plan in later phases & that would provide more than 6 feet of screening if the block wall were built in proposed phase 1, making it a non-issue

The point that was brought up by the applicant, that maybe a rich donor would drop 10 million dollars to have buildings named after themselves & might want building pads modified , if in the rare case that did happen I hardly think removing \$20,000 worth of wall would stop that and could be removed & rebuilt to accommodate them

To minimize conflicts and keep established drainage & provide adequate screening , it would be in the best interest of all parties to put all of the required block wall in phase 1

### **Lot Merger**

Since the easterly church parcel was used up until appox 6 months ago as a construction/contractor yard merging the parcels as a church use does not make sense as being a church usage

My reading of MV , Municipal code 9.14.080 b talks about subdivisions & phasing & how this qualifies for phasing as this is a merger per M.C. 9.14.170 & Ca subdivision act 66423, 66424 defines subdivision & subdivider as division of lots not merger as I read it

### **Stock Piling of Dirt**

Under certain conditions of grading this project a substantial portion of the approximately 7,000 c,y of dirt in the retention would have to be stock piled or hauled offsite , a special condition needs to be put in that only allows stock piling of dirt for 30 days

### **Conditional Use Permit**

It is my understanding of a conditional use permit is to be used for circumstances like this project to have a cohesive design that factors in the current & proposed use of the property & that the property has the ability to accommodate the usage that is proposed ,in my view they are already severely exceeding parking capacity with current usage & the proposed changes only make the situation worse

### **Conclusion**

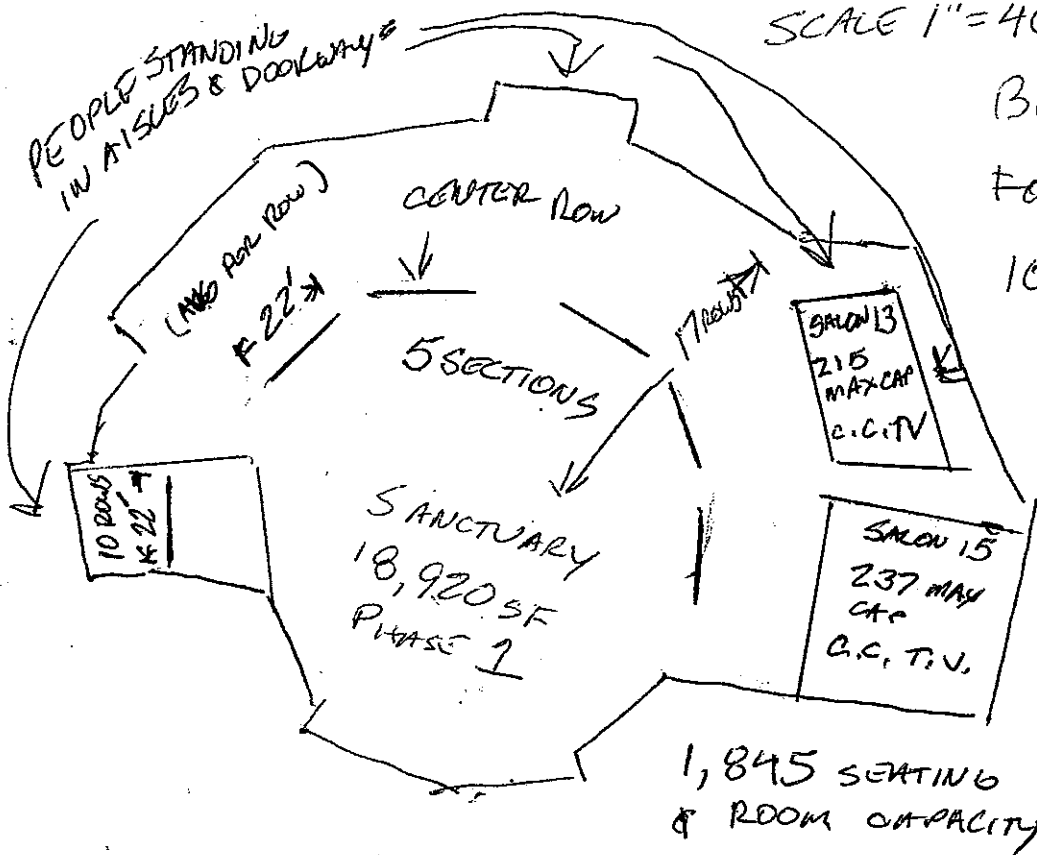
It is not one or two issues that are in question here but the totality of the issues above. The multitude of concerns brought up by the many residents & Planning Commissioners @ the 10-24-2013 hearing caused many more questions that were raised than were answered. This project fails on all the above accounts in my view to the Letter or Intent of the Law, Good planning practices, being good neighbors & having a cohesive community & If we do not correct things such as parking, traffic, flooding, phasing & other issues at this time & allow expansion on top that , are we not compounding the adverse impact on the community & setting this project up for failure

Respectfully submitted  
Roy Bleckert

Included

pictures A-N  
attachments AA-GG  
Municipal Code & Ca subdivision act 3 pages

SCALE 1" = 40'



BUILDINGS IN USE FOR WORSHIP ON 10-20-13 @ 12:00 P

PARISH C.C. T.V.,  
HALL  
8,192 S.F.  
8,192 + 35 =  
234 PARKING SPACES PER M.C.

$22' \times 15' \times 17' = 1870$  L.F. PEWS  
 $22' \times 10' = 220$  L.F. PEWS  
 2090 L.F. TOTAL PEWS

APPROX 150 IN PARISH HALL  
  
 APPROX 2045 PARISHIONERS @ 12: PM

$2090 \div 4.5' = 464$  PARKING SPACES  
 $SALON 13, 15 CAP 452 \div 3 = 150$  PARKING SPACES  
 614 PARKING SPACES PER CITY MUNICIPAL CODE (TABLE 9.11.040D-12) PLACES OF WORSHIP

Per City M.C. 9.11.030.B & 9.11.040D-12

GROSS FLOOR AREA IN SANCTUARY:  
 $18,920$  SF.  $\div 35 = 540$  PARKING SPACES

PER M.C. USE THE GREATER OF THE 2 =  
 614 PARKING SPACES REQUIRED PER MY CAUCS IN SANCT.  
 BETWEEN THE TWO BUILDINGS IN USE ON 10-20-13  
 848 PARKING REQUIRED PER M.C. PER MY CAUCS

Attachment: Appeal 11-8-13 RB [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,

**PARKING NOTES**

10-6-13 PARKING 12 PM

PAVED PARKING	361
SLAG PARKING	258
OFFSITE	156
TOTAL	<u>775</u>

10-13-13

PAVED PARKING	361
SLAG PARKING	187
OFFSITE	78
TOTAL	<u>626</u>

10-20-13

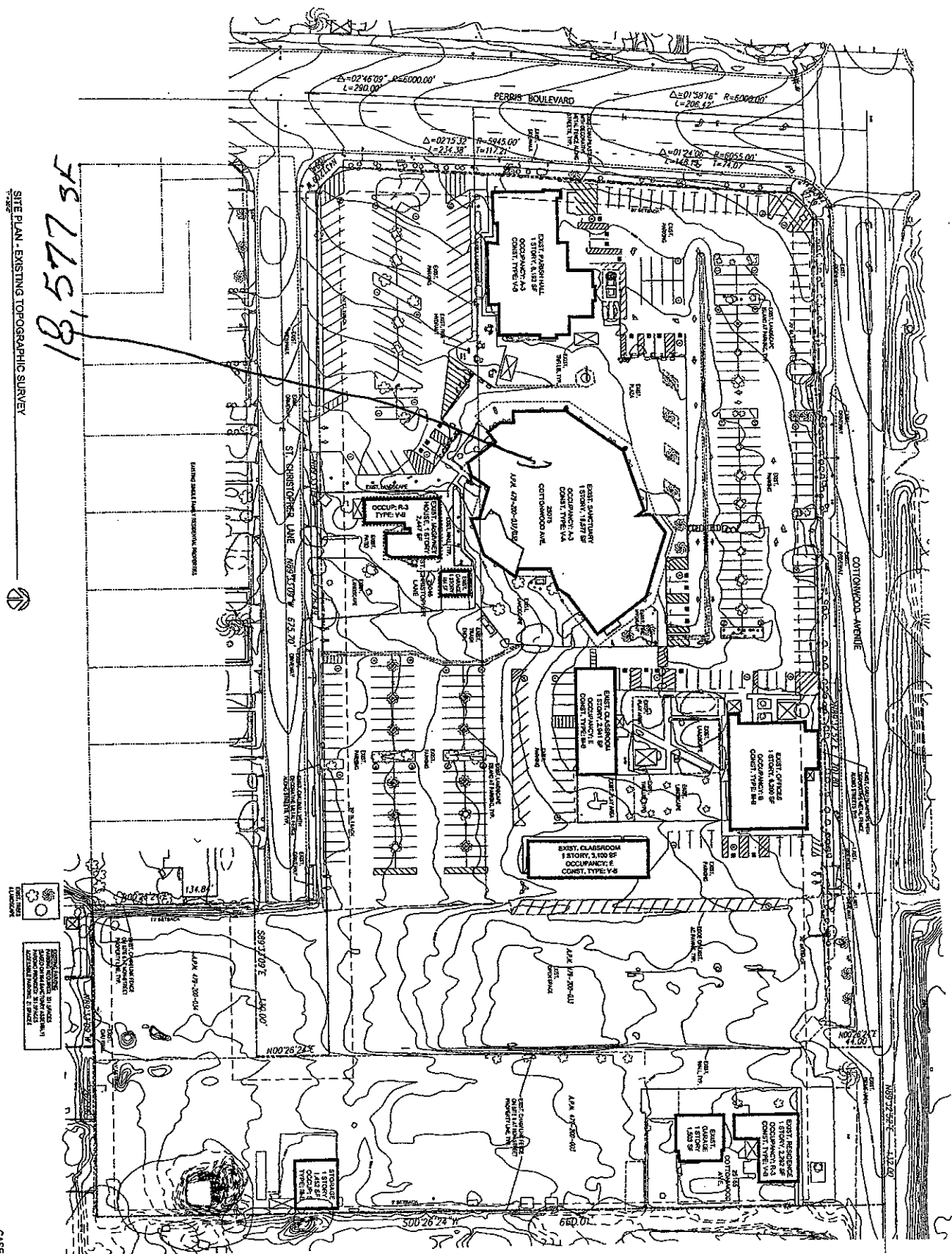
PAVED PARKING	361
SLAG PARKING	201
OFFSITE	73
	<u>635</u>

679 AVG AMOUNT OF CARS @ 12 PM FOR THE  
LAST 3 WEEKS

CC

SITE PLAN - EXISTING TOPOGRAPHIC SURVEY

18,577.35



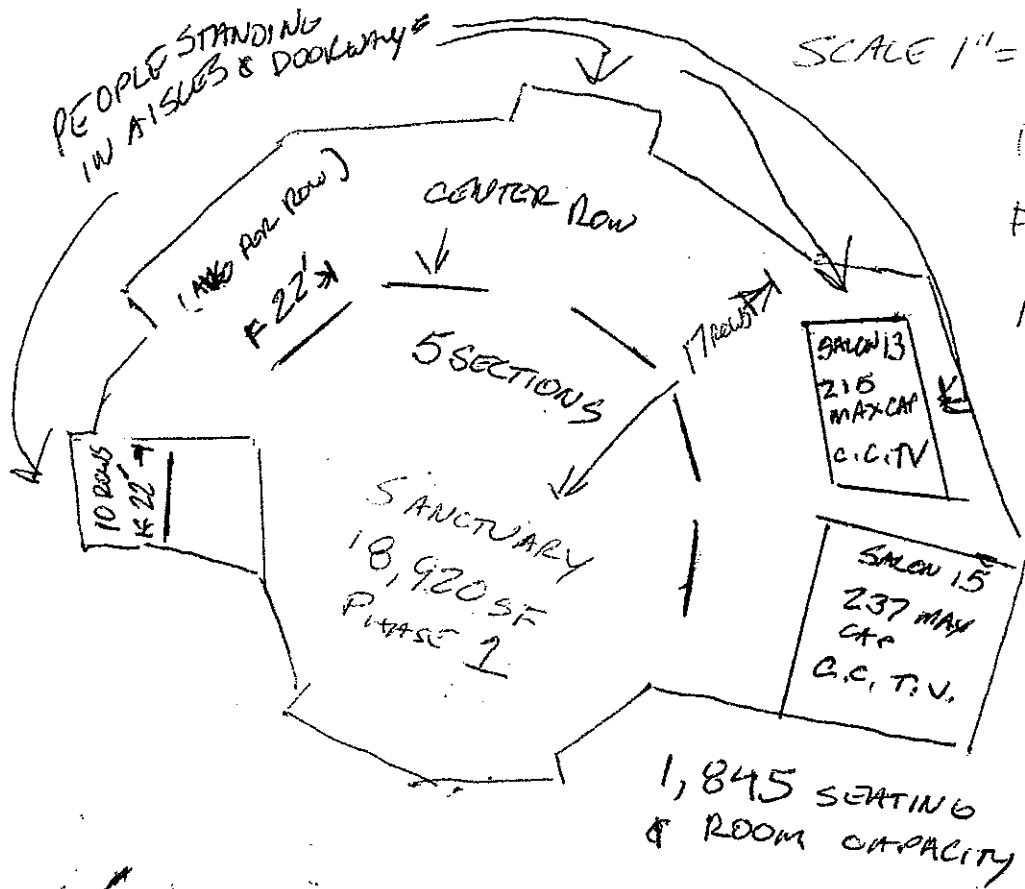
Attachment: Appeal 11-8-13 RB [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,







SCALE 1" = 40'



BUILDINGS IN USE FOR WORSHIP 10-20-13 @ 12

PARISH C.C.T.V. HALL 8,192 S.F. 8,192 + 35 = 234 PARKING SPACES PER M.C.

$22 \times 15 \times 17 = 1870$  L.F. PEWS  
 $22 \times 10 = 220$  L.F. PEWS  
 2090 L.F. TOTAL PEWS

APPROX 150 PARISH H

APPROX 2045 PARISHINORS @ 12: PM

$2090 \div 4.5 = 464$  PARKING SPACES  
 $SALON 13, 15 CAP 452 \div 3 = 150$  PARKING SPACES  
 614 PARKING SPACES PER CITY MUNICIPAL CODE (TABLE 9.11.040D-12) PLACES OF WORSHIP

Per City M.C. 9.11.030, B & 9.11.040D-12

GROSS FLOOR AREA IN SANCTUARY  
 $18,920 \text{ SF} \div 35 = 540$  PARKING SPACES

PER M.C. USE THE GREATER OF THE 2 = 614 PARKING SPACES REQUIRED PER M.C. CODES IN SANCT. BETWEEN THE TWO BUILDINGS IN USE ON 10-20-13 614 PARKING REQUIRED PER M.C.

Attachment: Appeal 11-8-13 RB [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,



PLANNING DIVISION  
CONDITIONS OF APPROVAL  
P12-051 MASTER SITE PLAN  
PA13-0002 TENTATIVE PARCEL MAP  
PAGE 2

- P3. The site shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Planning Official. (MC 9.14.020)
- P4. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)
- P5. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)
- P6. Any signs indicated on the submitted plans are not included with this approval. Any signs, whether permanent (e.g. wall, monument) or temporary (e.g. banner, flag), proposed for this development shall be designed in conformance with the sign provisions of the Development Code or approved sign program, if applicable, and shall require separate application and approval by the Planning Division. **No signs are permitted in the public right of way.** (MC 9.12)
- P7. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

Special Conditions

- P8. The site has been approved for a Master Site Plan for the existing and future uses of the church site and a Tentative Parcel Map 36522 to combine all five parcels into one parcel for the existing church facility. A change or modification shall require separate approval.
- P9. The church will be utilizing the existing buildings as offices, meeting rooms and classrooms. This use is in conjunction with the church and does not to include regular elementary, middle, high or college school activities. (A separate conditional use permit is required for private schools).
- P10. Church services and assembly meetings may be held in only one building at a time to ensure adequate parking.
- P11. The existing building on the south east portion of the site shall be used for storage purposes only. Any assembly use is prohibited.

Attachment: Appeal 11-8-13 RB [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,

FF

DIST LOT PARISHOBS 245  
US 6 AS OFF SITE TRAILING

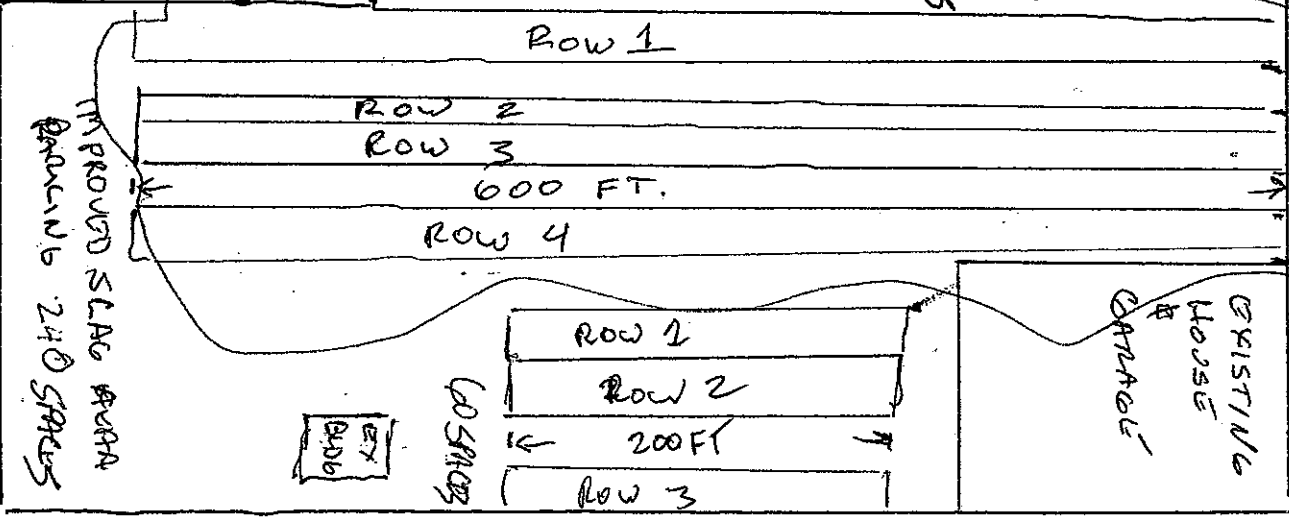
PARKING SPACES (ELIMINATED)  
COTTONWOOD AVE

PERKINS BLVD

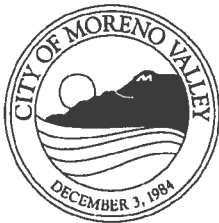
EXISTING COURT SANCTUARY, PARISH  
& BUILDINGS & 361 PARKING SPACES  
PAVED

ST. CHARIS

EXISTING HOUSE



66



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

**Report to City Council**

**TO:** Mayor and City Council

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

**AGENDA DATE:** November 27, 2012

**TITLE:** ADOPT RESOLUTION NO. 2012-95 IMPLEMENTING PERMIT PARKING FOR THE RESIDENTS OF ST. CHRISTOPHER LANE ON SATURDAYS AND SUNDAYS.

**RECOMMENDED ACTION**

Recommendation:

1. Approve and adopt Resolution No. 2012-95 and direct staff to implement permit parking on St. Christopher Lane.

**ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable

**BACKGROUND**

The City's permit parking program was established by ordinance in 2007. Typically, permit parking requests come from residents that are impacted by high schools, colleges, parks, and other uses that generate a large amount of off-site parking. The residents along St. Christopher Lane are being impacted by St. Christopher Church parishioners.

Residents have complained about their driveways being blocked, mailboxes being damaged, and trash being left behind. In response to this, the residents submitted a petition to the Public Works Department requesting implementation of permit parking in front of their residences. Implementing permit parking will allow residents to maintain

66



PUBLIC WORKS DEPARTMENT  
TRANSPORTATION ENGINEERING DIVISION

## MEMORANDUM

To: Mayor and City Council

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

Date: November 27, 2012

Subject: Item A.14 - ADOPT RESOLUTION NO. 2012-95 IMPLEMENTING PERMIT PARKING FOR THE RESIDENTS OF ST. CHRISTOPHER LANE ON SATURDAYS AND SUNDAYS.

Attached is the updated staff report (page 1) that was missing the Advisory Board/Commission Recommendation and location map (attachment 2) that did not initially identify the major streets for the above mentioned item for tonight's City Council meeting, November 27, 2012. Hard copies will also be made available for the public via the City Clerk's counter copies and at the meeting.

### Attachments/enclosures

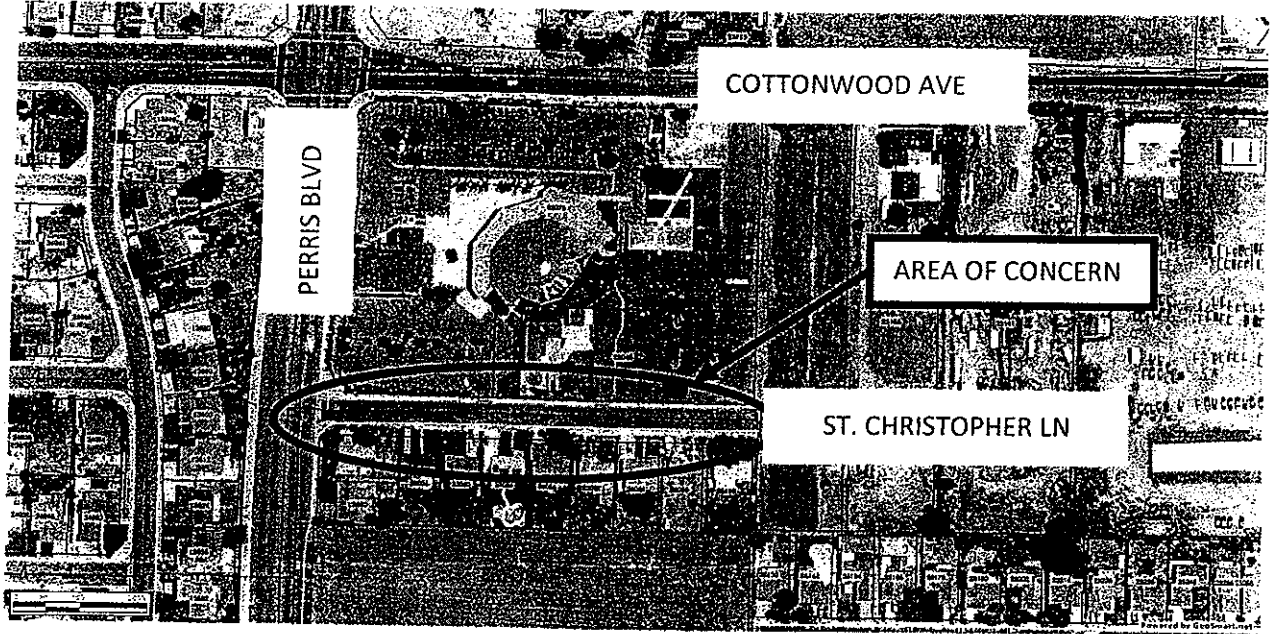
c: Henry Garcia, City Manager  
Michelle Dawson, Assistant City Manager  
Bob Hansen, City Attorney  
Eric Lewis, P.E. T.E., City Traffic Engineer  
Edward I. Init, Senior Engineering Technician  
File

Attachment: Appeal 11-8-13 RB [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,



LOCATION MAP

ST. CHRISTOPHER LANE



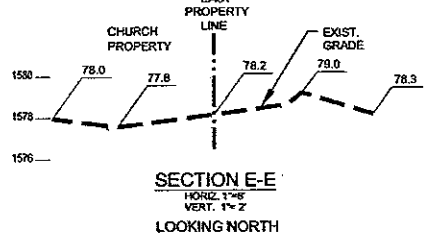
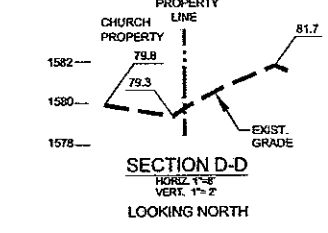
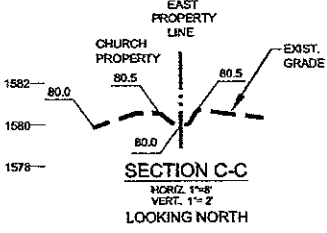
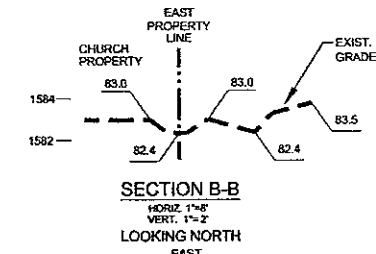
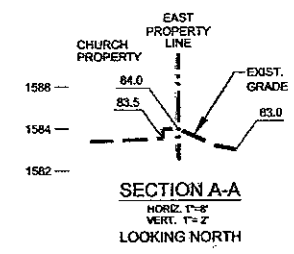
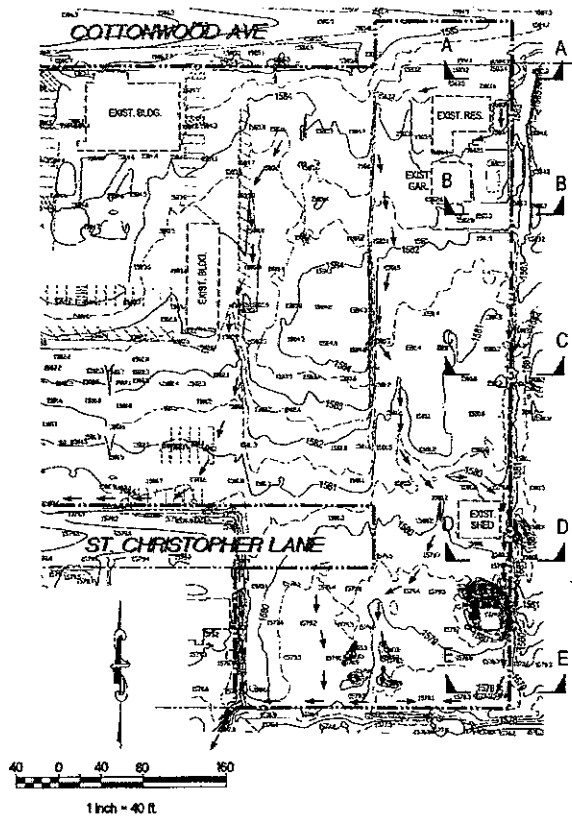
ATTACHMENT 2

MORENO VALLEY SAINT CHRISTOPHER CATHOLIC CHURCH  
EXISTING DRAINAGE PATTERN AT EASTERLY CHURCH PROPERTY

E.1.f

JMS ENGINEERS, INC.

OCTOBER 2013



- LEGEND**
- DRAINAGE DIRECTION
  - 1580 CONTOUR WITH ELEVATION
  - - - INTERMEDIATE CONTOUR (0.5' INTERVAL)

**TOPOGRAPHIC NOTE**  
TOPOGRAPHY WAS COMPILED BY DIGITAL PHOTOGRAMMETRIC METHODS FROM AERIAL PHOTOGRAPHY IN FEBRUARY 2011 BY ANALYTICAL PHOTOGRAMMETRIC SURVEYS, INC., RIVERSIDE, CALIFORNIA

**CASE NUMBERS**  
TENTATIVE MAP: PA 13-0002  
C.U.P. MASTER PLAN: P 12-051

HH

Attachment: Appeal 11-8-13 RB [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,



9,14,170 MURDER OF LOTS

**Moreno Valley Municipal Code**

Up      Previous      Next      Main      Search      Print      No Frames  
Title 9 PLANNING AND ZONING  
Chapter 9.14 LAND DIVISIONS

**9.14.080 General regulations.**

A. Revised Tentative Maps.

1. Any revised tentative map shall comply with all of the provisions of the Subdivision Map Act and this chapter in effect at the time the revised map is approved.

2. Proceedings on a revised tentative map shall be conducted in the same manner as for the original approval of a tentative map, except those procedures that are not applicable. The approval or conditional approval of a revised tentative map shall annul approval of the previous tentative map, but the approval thereof shall not extend the time within which the final map may be filed.

B. Division into Phases.

1. Multiple final maps relating to an approved or conditionally approved tentative map may be filed prior to the expiration of the tentative map provided:

a. The subdivider, at the time the tentative map is filed, informs the city of his intent to file multiple final maps on such tentative map; or

b. After filing of the tentative map, the city and subdivider concur in the filing of multiple final maps.

2. No phased map shall be approved unless it is complete and in compliance with all of the provisions of this title, including fire protection, flood control, traffic circulation, access and environmental considerations, and with all conditions of approval of the tentative tract, and specifically approved by the planning commission.

3. The phase will be identified by the approved tentative map number with a dash number designating such unit. The unit number shall be obtained from the city engineer upon payment of the fee specified by the city council. Units shall be recorded in the order as indicated by the unit number. The last unit within a tentative map to be recorded will not bear a unit number.

4. No more than three unrecorded phase numbers may be issued or be effective on a tentative map at any time, unless otherwise approved by the planning commission during a public hearing.

5. The right of the subdivider to file multiple final maps shall not limit the authority of the city to impose reasonable conditions relating to the filing of multiple final maps.

C. Expiration of Approved Tentative Maps and Vesting Tentative Maps: Extension of Time.

1. Tentative Subdivision Maps. An approved or conditionally approved tentative subdivision map shall expire thirty-six (36) months after such approval unless within that period of time a completed final map meeting all applicable conditions of approval shall have been filed with the city engineer for completion of processing, approving and recording. Prior to the expiration date, the land divider may apply in writing for an extension of time. Each application shall be made to the community development director no more than sixty (60) days prior to the expiration date of the tentative map and shall be accompanied by the fee set by the city council.

2. Tentative Parcel Maps. Expiration of approved or conditionally approved tentative parcel maps shall be subject to the same provisions specified for tentative subdivision maps under subsection (C)(1) of this section.

3. An extension of time shall not be granted unless: all incurred city fees have been paid; the land division conforms to the general plan; the land division is consistent with existing zoning and with applicable improvement standards; and the land division will not be detrimental to the public health, safety and welfare.

Attachment: Appeal 11-8-13 RB [Revision 1] (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,

This provision shall not necessarily be construed to prohibit approval of an extension of time for a land division that is nonconforming with respect to the design of lots or cul-de-sac streets.

4. Vesting Tentative Maps. A vesting tentative map shall be subject to the same expiration and extension of time provisions as a tentative map; provided, however, that on recordation of a final map, the rights conferred on a vesting tentative map shall be as specified under Section 9.14.060(B)(6)(a) of this chapter.

5. If the subdivider is required to construct, improve or finance the construction or improvement of public improvements outside the boundaries of the tentative map, and the cost of improvements is equal to or exceeds the dollar amount, as specified in the current edition of the state Subdivision Map Act, each filing of a final map, as specified in Section 9.14.090 of this chapter, shall extend the expiration of the approved or conditionally approved tentative map by thirty-six (36) months from the date of its expiration or the date of the previously filed final map, whichever is later. The extension shall not extend the tentative map more than ten (10) years from its approval or conditional approval. For the purposes of this section, the number of phased final maps which may be filed shall be determined by the advisory agency at the time of the approval or conditional approval of the tentative map.

6. Extensions of Time for Maps Affected by Moratoriums and Lawsuits. The period of time specified in subsections (C)(4) and (C)(5) of this section shall not include any period of time during which a development moratorium, imposed after approval of the tentative map, is in existence; provided, however, that the length of the moratorium does not exceed five years. Once a moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. However, if the remaining time is less than one hundred twenty (120) days, the map shall be valid for one hundred twenty (120) days following the termination of such moratorium. A development moratorium shall include a water and/or sewer moratorium as well as other actions of public agencies which regulate land use, development, or the provisions of services to the land, other than the city which thereafter prevents, prohibits or delays the approval of a final or a parcel map. A development moratorium shall also be deemed to exist for those reasons set forth in the Subdivision Map Act.

7. a. The period of time specified in subsections (C)(1) and (C)(2) of this section shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction if the stay of the time period is approved by the planning commission pursuant to this subsection. After service of the initial petition or complaint in the lawsuit upon the city, the subdivider may apply to the community development department for a stay pursuant to this section.

b. Applications for a stay shall be made to the community development director on the forms provided by the community development department and shall be accompanied by the filing fee set by the city council and shall include such information and documents as may be required by the community development director.

c. The community development director shall forward to the planning commission a recommendation for approval or denial of the request for a stay. The planning commission shall act on the requested stay within forty (40) days after the application is received by the community development director. The decision of the planning commission shall be forwarded to the city clerk. The decision of the planning commission shall be final unless the decision is appealed to the city council or the city council or any councilmember elects to hear the matter after the notice of decision appears on the agenda. Any appeal must be filed with the city clerk accompanied by the fee set by the city council within ten (10) days of the date the notice of decision appears on the city council agenda. (Ord. 694 § 1.1 (part), 2005; Ord. 488 § 1.3, 1996; Ord. 475 § 1.4 (part), 1995; Ord. 402 § 1.7, 1993; Ord. 386 § 1.30, 1993; Ord. 359, 1992)

DEFINITIONS SUBDIVISION SUBDIVIDER DEF

66419.

- (a) "Improvement" refers to any street work and utilities to be installed, or agreed to be installed, by the subdivider on the land to be used for public or private streets, highways, ways, and easements, as are necessary for the general use of the lot owners in the subdivision and local neighborhood traffic and drainage needs as a condition precedent to the approval and acceptance of the final map thereof.
- (b) "Improvement" also refers to any other specific improvements or types of improvements, the installation of which, either by the subdivider, by public agencies, by private utilities, by any other entity approved by the local agency, or by a combination thereof, is necessary to ensure consistency with, or implementation of, the general plan or any applicable specific plan.

66420. "Local agency" means a city, county or city and county.

66421. "Local ordinance" refers to a local ordinance regulating the design and improvement of subdivisions, enacted by the legislative body of any local agency under the provisions of this division or any prior statute, regulating the design and improvements of subdivisions, insofar as the provisions of the ordinance are consistent with and not in conflict with the provisions of this division.

66422. "Certificate of exception" means a valid authorization to subdivide land, issued by the County of Los Angeles pursuant to an ordinance thereof, adopted between September 22, 1967, and March 4, 1972, and which at the time of issuance did not conflict with this division or any statutory predecessor thereof.

66423. "Subdivider" means a person, firm, corporation, partnership or association who proposes to divide, divides or causes to be divided real property into a subdivision for himself or for others except that employees and consultants of such persons or entities, acting in such capacity, are not "subdividers."

66424. "Subdivision" means the division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units, for the purpose of sale, lease or financing, whether immediate or future. Property shall be considered as contiguous units, even if it is separated by roads, streets, utility easement or railroad rights-of-way. "Subdivision" includes a condominium project, as defined in subdivision (f) of Section 1351 of the Civil Code, a community apartment project, as defined in subdivision (d) of Section 1351 of the Civil Code, or the conversion of five or more existing dwelling units to a stock cooperative, as defined in subdivision (m) of Section 1351 of the Civil Code.

APARTMENT CONDO?

66424.1. Nothing in Section 66424 shall prevent a purchaser of a unit of land created under the provisions of this division or a local ordinance enacted pursuant thereto, from subdividing the land one or more times, pursuant to the provisions of this division prior to the time that an equalized county assessment roll has been completed reflecting the creation of the unit proposed to be subdivided. Nothing contained in this chapter shall prevent the same subdivider of a unit of land created under the provisions of this division, or a local ordinance enacted pursuant thereto, from making consecutive subdivisions of the same parcel or any portion thereof. Further, local agencies shall not, by ordinance or policy, prohibit consecutive subdivision of the



November 11, 2014

CTE Job No. 40-2789G

Saint Christopher Church  
 Attention: Mr. Max Arzu  
 25075 Cottonwood Avenue  
 Moreno Valley, California

Subject: Supplemental Field Investigations-Proposed Infiltration Basin  
 St. Christopher Catholic Church  
 25075 Cottonwood Avenue,  
 Moreno Valley, California

Dear Mr. Arzu:

Between September 17, and October 14, 2014, representatives of Construction Testing & Engineering, South (CTE) performed supplemental field investigations consisting of three additional subsurface borings and four additional infiltration tests. The additional borings were performed to further define the lateral and vertical extent of the soil profile encountered in the basin. The additional infiltration tests were performed to determine the infiltration rate of the materials that will likely be exposed at the revised bottom of basin elevation, 1575.75 (msl).

#### Field Investigation

Our field investigation was performed on September 17, 2014 and included three exploratory borings identified as B-1 thru B-3. Boring identified as B-4, was part of the referenced geotechnical investigation and is used in this evaluation (CTE, 2012). The exploration locations are shown on Figure 1.

The explorations were excavated to investigate and obtain samples of the subsurface soils. The borings were excavated using a truck-mounted, eight-inch diameter, hollow-stem auger drill rig to a maximum explored depth of 21½ feet below the existing surface.

Soils encountered within the explorations were classified in the field in accordance with the Unified Soil Classification System. The field descriptions were later modified (as appropriate) based on the results of our laboratory-testing program. In general, soil samples were obtained at approximately 2½ foot intervals with standard split spoon (SPT) samplers. Specifics of the soils encountered can be found in the Exploration Logs, which are presented in Appendix B.

The field investigation also included four infiltration tests, which were conducted between October 8, 2014 and October 14, 2014 in the proposed retention basin area. It is our understanding that the infiltration test results will be used in design of the proposed basin. The infiltration tests were conducted in pits (excavated by a backhoe) at approximate basin floor elevations. The infiltration tests, identified as IT-1A thru IT-4A, were performed in general accordance with ASTM D 3385 using a double-ring infiltrometer. The test locations are presented on Figure 1.

#### Laboratory Analyses

Laboratory tests were conducted on representative soil samples to evaluate their physical properties and engineering characteristics. Specific laboratory tests included: in-place moisture content, Atterberg Limits, and percent passing 200 sieve. These tests were conducted to determine soil classification. Test method descriptions and laboratory results are presented in Appendix C.

#### Site Geologic Conditions

Based on our investigation and geologic mapping (Morton and Matti, 2001), the site is underlain by very old alluvial fan deposits. Shallow artificial fill materials were encountered in the southeast portion of the site (currently the southern portion of an existing gravel parking lot). Below are brief descriptions of the materials encountered during the investigation. More detailed descriptions are provided in the Exploration Logs in Appendix B.

### Artificial Fill

Artificial fill materials were encountered in the borings and test pits excavated for infiltrometer testing. In general, fill depths were observed to be on the order of 2 to 3 feet. The fill soil consisted of brown to red brown silty sand and silty clayey sand in a loose and dry condition. During the excavation of the test pit for IT-4A, in the vicinity of B-4, we encountered a localized area of brown, silty clay with sand, in a soft and very wet to saturated condition. The material was encountered between 2½ and 4½ feet below the ground surface. Trash consisting of plastic, and a burned can was observed to be present in this layer.

### Very Old Alluvial Fan Deposits (Qvof)

Very old alluvial fan deposits were encountered in the borings below the artificial fill to a maximum explored depth of 21½ feet. The deposits consisted of interbedded layers of very loose to very dense silty sand, and silty clayey sand and very stiff to hard lean clay and sandy lean clay.

Silty sand was encountered from below the artificial fill to a depth of 11 feet at boring locations B-1 and B-2; to a depth of 14 feet at B-3; and to a depth of 20 feet and B-4.

### Groundwater Conditions

Groundwater was not encountered in the exploratory borings. Mottling was not observed in the samples taken from the borings nor observed in the test pits excavated for the infiltration tests. A review of the State Department of Water Resources data base indicates that groundwater level measured in wells approximately 1½ miles northwest and southeast of the site is at depths in excess of 50 feet below the ground surface therefore groundwater is not expected to impact the planned improvements.

Groundwater elevations typically fluctuate on a seasonal basis due to changes in precipitation, irrigation, pumping, etc. provided that appropriate surface drainage is designed and maintained as per the project civil engineer of record. As is typical,

saturated subgrade conditions during or following periods of precipitation have the potential to impact grading or construction.

#### Infiltration Test Methodology and Results

The double-ring infiltration tests were performed to evaluate the rate of infiltration at the site using a 12-inch inner ring and a 24-inch outer ring. Four additional double-ring infiltration tests were conducted in the proposed retention basin.

Both constant head and falling head tests were performed. Constant head tests were performed at locations designated IT-1A and IT-2A and were conducted in general accordance with ASTM D 3385 using Mariotte tubes. Falling head infiltration was performed at locations designated IT-3 and IT-4. Water levels were monitored during the test to minimize potential flow between rings.

The double-ring test is designed to promote one dimensional vertical flow beneath the inner ring. The purpose of the outer ring is to act as a buffer zone to inhibit lateral flow from the inner ring. The incremental infiltration rates are calculated from the inner ring test data and used for the interpretation of the tested soil infiltration rate. The infiltration rings were embedded approximately 3 to 6 inches into the native test surface. Water used in to conduct the test was stored in a polyurethane tank. Weather conditions during the test were sunny and warm. No precipitation occurred prior to or during the test; therefore, ground conditions were damp to moist similar to those encountered during the soil borings at the initiation of each infiltration test. Infiltration tests were run for 6 hours and until the readings stabilized.

The tests were conducted at approximately the bottom of the proposed basin elevations in native soil materials that are representative of, and likely be exposed at the bottom of the basin upon completion of grading. The test elevations were achieved by excavating four test pits with a backhoe with the last 4 to 6 inches being dug by hand so as not to disturb the in-situ material and to obtain a level test site. Test IT-4A was offset from boring location B-4 due to the presence of localized artificial fill. Additional bag samples

were taken to verify soil classification at the test elevations. Presented in Table 1 are the results of the infiltration tests

TABLE I INFILTRATION TEST RESULTS						
Test #	Ground Surface Elevation	Depth (fbg)	Approximate Test Elevation	Percent Passing 200 Sieve	Soil Classification	Rate (in/hr)
IT-1A	1579.72	4.0	1575.72	23.6	SM	3.7
IT-2A	1578.70	4.0	1574.70	26.7	SM	2.4
IT-3A	1579.38	4.5	1574.88	28.2	SM	2.4
IT-4A	1579.75	4.25	1575.50	43.2	SC-SM	.75

Tests performed by Vincent Patula and Robert Ellerbusch

### Conclusions & Recommendations

Appendix A of the Design Handbook for Low Impact Development Best Management Practices prepared by the Riverside County Flood Control and Water Conservation District indicates that a minimum of 5 feet of permeable material must be present below the infiltration facility and between impermeable strata or bedrock. An examination of the boring logs indicates that the thickness of the silty sand layer varies across the site and extends approximately 7 to 15 feet below the bottom of the proposed infiltration facility bottom.

Additionally, the bottom of infiltration facility must be 10 feet above the highest historical groundwater. Based on the appearance of the soil samples (lack of mottling) and depth to groundwater in excess of 50 feet below the ground surface the bottom of the infiltration facility is determined to be a minimum of 10 feet above historical highest groundwater.

Based on a review of the subsurface boring observations, laboratory testing and infiltration test results, it is our opinion that relatively permeable soils have a lateral and vertical distribution sufficient for the proposed retention basin and that the proposed



basin bottom is a sufficient distance above highest historical groundwater to accommodate the proposed retention basin.

During the initial excavation of IT-4A a localized layer of wet silty clay with sand was encountered between 2½ and 4½ feet below the ground surface. We believe the area to be localized because this soil type was not encountered in the other borings or test pits conducted during the supplemental investigation. During the excavation we were able to identify the west and south boundary of the material as well as the thickness. Trash was observed in the layer which confirms that it is fill. The depth of the material is slightly deeper than the average fill depth across the site indicating a depression may have been backfilled. This area will be removed during grading and replaced with granular, non-plastic silty sand, not exceeding 25 percent passing the 200 sieve.

Based on the lateral distribution of the laboratory and infiltration test results, it is our opinion that the predominate material to be exposed at the bottom of the basin will consist of silty sand with percentages passing the 200 sieve ranging from 24 to 32. The range of tested infiltration rates ( $I_t$ ) for this material was between 2.4 and 3.7 in/hr. It is our opinion that the lowest  $I_t$  rate represented by the silty sand classification 2.4 in/hr is appropriate for the site.

It is a pleasure to be of service on this project. If there are questions, please contact the undersigned.

Respectfully,  
CTE, South, Inc.

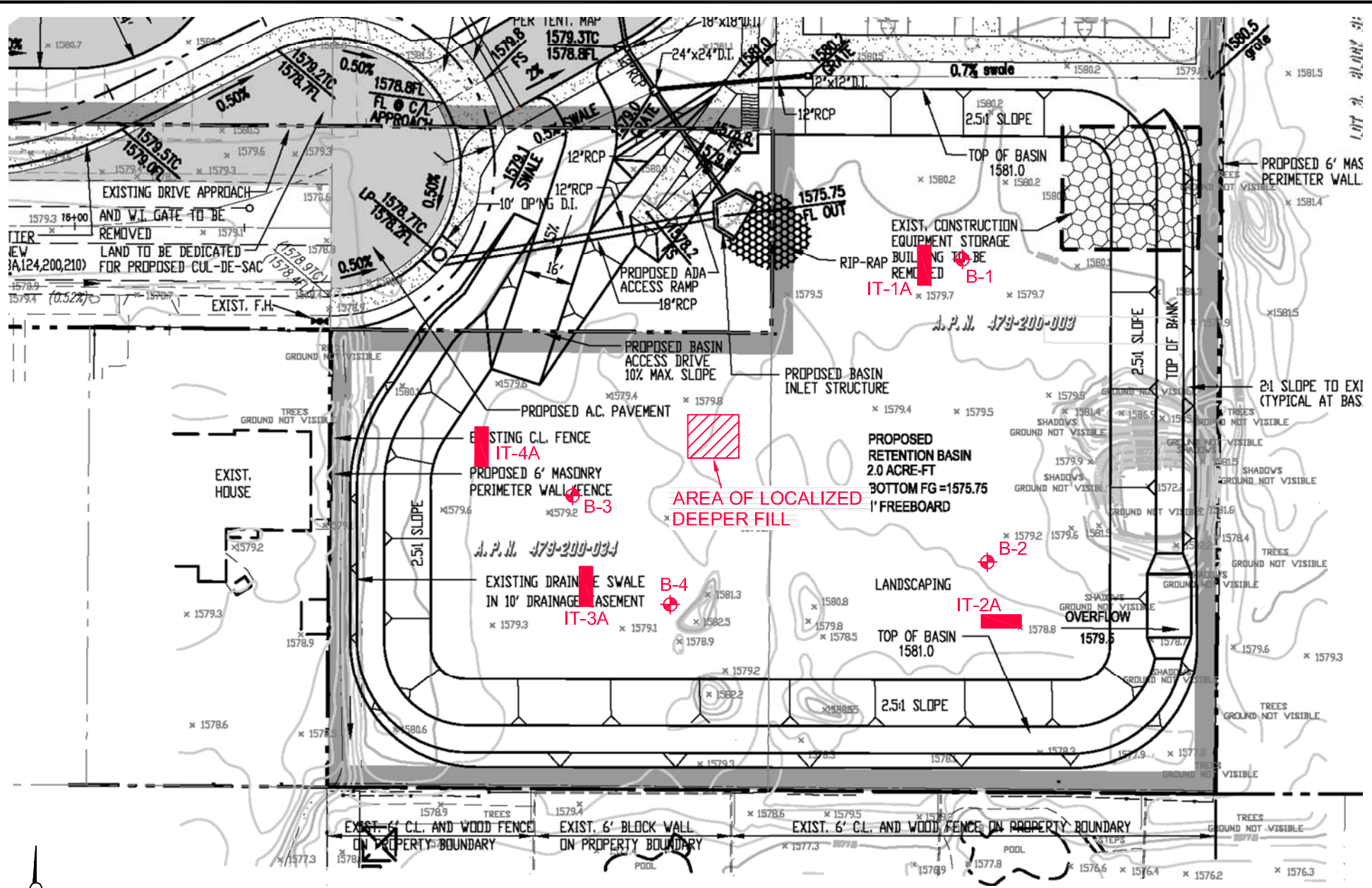
Clifford A. Craft, GE, PE  
Geotechnical Engineer





Vincent J. Patula CEG #2057  
Senior Engineering Geologist



Robert Ellerbusch  
Staff Geologist



**LEGEND**

-  B-4 APPROXIMATE BORING LOCATION
-  IT-4A APPROXIMATE INFILTRATION TEST LOCATION



**APPROXIMATE BORING & INFILTRATION TEST LOCATION MAP**  
 ST. CHRISTOPHER CATHOLIC CHURCH  
 MORENO VALLEY, CALIFORNIA

CTE JOB NO:  
 40-2789G  
 SCALE:  
 1" = 40'  
 DATE:  
 11/14  
 FIGURE:  
 1

## APPENDIX A REFERENCES

1. Construction Testing and Engineering, Inc., Geotechnical Investigation Proposed Improvements St. Christopher Church; 25075 Cottonwood Avenue, Moreno Valley, California; March 19, 2012.
2. Morton, D.M. and J.C. Matti, 2001, Geologic Map of the Sunnymead 7.5' Quadrangle, California Geological Survey, Open-File Report OFR01-450, Scale 1:24000.
3. Riverside County Flood Control and Water Conservation District, Design Handbook for Low Impact Development BMP's, Revised September, 2011

## APPENDIX B

### FIELD EXPLORATION METHODS AND EXPLORATION LOGS

#### Soil Boring Methods

##### Disturbed Soil Sampling

Bulk soil samples were collected for laboratory analysis using two methods. Standard Penetration Tests (SPT) were performed according to ASTM D-1586 at selected depths in the borings using a standard (1.4-inches inside diameter, 2-inches outside diameter) split-barrel sampler. The steel sampler was driven into the bottom of the borehole with successive drops of a 140-pound weight falling 30-inches. Blow counts (N) required for sampler penetration are shown on the boring logs in the column “Blows/Foot.” Samples collected in this manner were placed in sealed plastic bags. Bulk soil samples of the drill cuttings were also collected in large plastic bags. Disturbed soil samples were returned to the CTE geotechnical laboratory for analysis.



PROJECT: St Christopher Church Basin DRILLER: 2R Drilling CME 75 SHEET: 1 of 1  
 CTE JOB NO: 40-2789G DRILL METHOD: 8" Hollow Stem Auger DRILLING DATE: 9/17/2014  
 LOGGED BY: V. Patula SAMPLE METHOD: 140 lb/30" Autohammer ELEVATION: 1579.92

Depth (Feet)	Bulk Sample Driven Type	Blows/6 inches	Dry Density (pcf)	Moisture (%)	U.S.C.S. Symbol	Graphic Log	BORING: B-1	
							DESCRIPTION	Laboratory Tests
0							Artificial Fill	
					SC-SM		Silty clayey SAND, loose dry, brown to red brown, upper 6 inches covered with gravel	
		2		4.3	SM		Very Old Alluvial Fan Deposits (Qvof)	
		1					Silty SAND, very loose,damp to moist, red brown	WA- 24.6% -200
		1					approximate basin elevation	
5		13		6.9	SM		Silty SAND,dense, damp, brown	WA- 37.8% -200
		16						
		21						
		12		6.0	SM		Silty SAND, medium-dense, damp, brown,	
		12						
		12						
10		8		4.0	SM		Silty SAND, medium-dense, damp, brown	
		15						WA- 20.1% -200
		10			CH		Sandy fat CLAY, stiff to very stiff,damp, red brown	WA- 58.8% -200 AL- LL-52 PI-30
		18		8.2	SC-SM		Silty clayey SAND, very dense, moist, red brown, weakly cemented	
		26						WA- 37.7% -200 AL- LL-23, PI-6
		26						
15		15		10.3	SC-SM		very dense	
		22						
		30						
		16		12.0	CL		Sandy lean CLAY, hard, moist, red brown, weakly cemented	WA- 54.6% -200 AL- LL-30, PI-11
		16						
		18						
20		11		11.2	SC		Clayey SAND,dense, moist, red brown	WA-47.0% -200 AL- LL-27, PI-9
		19						
		20						
							Boring Terminated @ 21 1/2 ft below existing grade No groundwater encountered No mottling observed Bottom of Basin is 4.17 feet below existing grade	

B-1

Boring B-1

Attachment: CTE Report Field Study 11-2014 (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,



PROJECT: St Christopher Church Basin DRILLER: 2R Drilling CME 55 SHEET: 1 of 2  
 CTE JOB NO: 40-2789G DRILL METHOD: 8" Hollow Stem Auger DRILLING DATE: 9/17/2014  
 LOGGED BY: V. Patula SAMPLE METHOD: 140 lb/30" Autohammer ELEVATION: 1579.20

Depth (Feet)	Bulk Sample Driven Type	Blows/6 inches	Dry Density (pcf)	Moisture (%)	U.S.C.S. Symbol	Graphic Log	BORING: B-2	
							DESCRIPTION	Laboratory Tests
0				2.0	SM		Artificial Fill Silty SAND, loose dry, brown to red brown	WA 38.0%- -200
5		5 5 6		3.5	SM		Very Old Alluvial Fan Deposits(Qvof) Silty SAND, medium-dense, moist, red brown, weakly cemented approximate basin elevation	WA 26.7%- -200
5		3 6 7		8.6	ML		Sandy SILT, medium-dense, moist, brown, minor iron staining weakly cemented	WA 52.8%- -200
10		12 13 17		8.5	SM SC-SM		Silty SAND, medium-dense, moist, brown, slightly cemented Silty Clayey SAND, medium-dense, moist red brown	WA 48.7%- -200 AL -LL-26, PI-4 AL -LL-26, PI-4
15		15 25 30		13.0	CL		Sandy lean CLAY, moist, hard, red brown, weakly cemented.	WA 52.8%- -200 AL LL-33, PI-15
15		15 22 22		9.6	CL-ML		Sandy silty CLAY, hard, damp to moist, red brown	WA 50.0%- -200
20		13 15 16		12.4	CL		Sandy lean CLAY, hard, moist, red brown	
25							Boring Terminated @ 21 1/2 feet No groundwater encountered No Mottling observed Bottom of Basin 3.45 feet from existing grade	

B-2

Boring B-2

Attachment: CTE Report Field Study 11-2014 (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,



PROJECT: St Christopher Church Basin DRILLER: 2R Drilling CME 75 SHEET: 1 of 2  
 CTE JOB NO: 40-2789G DRILL METHOD: 8" Hollow Stem Auger DRILLING DATE: 9/17/2014  
 LOGGED BY: V. Patula SAMPLE METHOD: 140 lb/30" Autohammer ELEVATION: 1579.33

Depth (feet)	Bulk Sample Driven Type	Blows/6 inches	Dry Density (pcf)	Moisture (%)	U.S.C.S. Symbol	Graphic Log	BORING: B-3	
							DESCRIPTION	Laboratory Tests
0					SM		Artificial Fill Silty SAND, loose, dry, red brown	
3		3		7.9			Very Old Alluvial Fan Deposits(Qvof) Silty SAND, loose, moist, brown to red brown approximate basin elevation	WA-32.1%-200 AL - non-plastic
5		3		9.5	SM		Silty SAND, medium-dense, moist, brown	
		5		4.3	SM		Silty SAND, medium-dense, damp, brown	WA- 12.4% -200
		6						
10		13		7.7	SM		Silty SAND, dense, moist, brown	WA- 29.9% -200 AL- non-plastic
		15						
		20						
		19		15.4	SM		Silty SAND, dense, moist, red brown	WA- 32.3% -200 AL- non-plastic
		21						
		21			CL		Lean CLAY with sand, hard, moist, red brown	
15		10		16.6			Lean CLAY with sand, hard, moist, red brown	WA- 77.1% -200
		15						
		25						
		10		13.8	CL		Lean CLAY with sand, very stiff, moist, red brown	AL- LL-27, PI-10
		12		5.9	SM		Silty SAND, dense, moist, red brown	
		15						
20		12		15.2	CL		Lean CLAY with sand, hard, moist, red brown	
		14						
		20						
25							Boring Terminated @ 21 1/2 feet No groundwater encountered No Mottling Observed Bottom of Basin 3.58' from existing grade	

B-3

Boring B-3

Attachment: CTE Report Field Study 11-2014 (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,



**CONSTRUCTION TESTING & ENGINEERING, INC.**

14550 MERIDIAN PARKWAY, SUITE A | RIVERSIDE, CA 92518 | 951.571.4087 | FAX 951.571.4188

PROJECT: St. Christopher Church Improvements DRILLER: 2R Drilling CME 75 SHEET: 1 of 1  
 CTE JOB NO: 40-2789 DRILL METHOD: 8" Hollow Stem Auger DRILLING DATE: 2/23/2012  
 LOGGED BY: R. Ellerbusch SAMPLE METHOD: 140 lb/30" Autohammer ELEVATION: ~1579' msl

Depth (Feet)	Bulk Sample Driven Type	Blows/6 inches	Dry Density (pcf)	Moisture (%)	U.S.C.S. Symbol	Graphic Log	BORING: B-4	
							DESCRIPTION	Laboratory Tests
0					SM	Artificial Fill		
					SM	Silty SAND, moist, dark brown.		
						Very Old Alluvial Fan Deposits (Qvof)		
	push			21.9		Silty SAND, very loose, saturated, dark brown. soil saturated from approximately 2.5' to 4.5'	M	
5	2 4 6			10.2		Silty SAND, loose, moist, dark brown.	M	
10	6 7 12			8.8		Silty SAND, medium dense, moist, brown.	WA (24% pass #200) M	
15	27 50			10.4		Silty SAND, very dense, moist, brown.	M	
20	10 17 27			17.7	SC	Clayey SAND, dense, very moist, brown, fine grain.	M	
						Total Depth = 21.5 ft. No Groundwater encountered. Bore hole backfilled with soil cuttings.		
-25								

B-4

Boring B-4

Attachment: CTE Report Field Study 11-2014 (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24,



## APPENDIX C LABORATORY METHODS AND RESULTS

Laboratory tests were performed on selected soil samples to evaluate their engineering properties. Tests were performed following test methods of the American Society for Testing and Materials, or other accepted standards. The following presents a brief description of the various test methods used. Laboratory results are presented in the following section of this Appendix and/or on the boring logs in Appendix B.

### Atterberg Limits

Selected soil samples were tested in accordance with ASTM D 4318 to determine liquid limit, plastic limit and plasticity index.

### Classification

Soils were classified visually according to the Unified Soil Classification System. Visual classifications were supplemented by laboratory testing of selected samples according to ASTM D 2487.

### Percent Finer No. 200 Sieve

Determination of material finer than No. 200 sieve was performed on selected samples in accordance with ASTM D 1140.

### In-Place Moisture

The in-place moisture content selected samples were determined using undisturbed soil samples.



# **PHASE I ENVIRONMENTAL SITE ASSESSMENT**

**Mixed-Use Property  
APN 479-200-003  
25165 Cottonwood Avenue  
Moreno Valley, Riverside County, California 92553**

**November 11, 2013**

**EEI Project Number SBD-71769.1**

**Prepared for:  
The Roman Catholic Bishop of San Bernardino**

## PHASE I ENVIRONMENTAL SITE ASSESSMENT

Prepared for:

Roman Catholic Bishop of San Bernardino  
1201 E. Highland Avenue  
San Bernardino, California 92404

Attention: David Meier  
*c/o Mr. Al Martini via email*

Site location:

Mixed-Use Property  
APN 479-200-003  
25165 Cottonwood Avenue  
Moreno Valley, Riverside County, California 92553

Prepared by:



Polly Ivers  
Staff Scientist

Reviewed by:



Bernard A. Sentianin, PG 5530  
Principal Geologist

EEI  
2195 Faraday Avenue, Suite K  
Carlsbad, California 92008-7207  
760-431-3747

EEI Project Number SBD-71769.1

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

Phase I ESA – Roman Catholic Bishop of San Bernardino  
25165 Cottonwood Avenue, Moreno Valley, Riverside County, CA

November 11, 2013  
EEI Project No.: SBD-71769.1

**GENERAL SITE INFORMATION**

**Project Information:** Mixed-Use Property

**EEI Project Number:** SBD-71769.1

**Site Information:**

APN 479-200-003  
25165 Cottonwood Avenue  
Moreno Valley, Riverside County, California 92553

**Site Access Contact:** Mr. Max Arzu, with St. Christopher Catholic Parish; Phone: (951) 295-5740

**Consultant Information:**

EEI  
2195 Faraday Ave., Suite K, Carlsbad, California 92008  
**Phone:** 760.431.3747; **Fax:** 760.431.3748  
**E-mail Address:** [elump@eetiger.com](mailto:elump@eetiger.com)

**Inspection Date:** October 29, 2013 **Report Date:** November 11, 2013

**Client Information:**

Roman Catholic Bishop of San Bernardino  
1201 E. Highland Avenue, San Bernardino, CA 92404

Attention: David Meier  
*c/o Mr. Al Martini via email*

**Site Assessor:**

Edward P. Lump – Senior Geologist

**EP Certification:**

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 40 CFR 312.10.

  
\_\_\_\_\_

Edward P. Lump – Senior Geologist

**AAI Certification:**

We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

  
\_\_\_\_\_

Edward P. Lump – Senior Geologist

## **EXECUTIVE SUMMARY**

At the request and authorization of the Client (Diocese of San Bernardino), EEI conducted a Phase I Environmental Site Assessment (ESA) for the property consisting of a residential and commercial property located at 25165 Cottonwood Avenue, City of Moreno Valley, Riverside County, California. The purpose of this Phase I ESA was to assess the presence or likely presence of an existing, historical, or threatened release of any hazardous substances or petroleum products into structures, soil, and/or groundwater beneath the subject property, to the extent practical (i.e., *recognized environmental conditions* as delineated in ASTM E1527- 05).

The subject property encompasses 1.89-acres of land on a single parcel identified by Assessor’s Parcel Number (APN) 479-200-003-9 (County of Riverside GIS/TLMA, 2013). According to the County Assessor, the address associated with the subject property 25165 Cottonwood Avenue. According to the Client, the type of property transaction associated with the subject property is for the purposes of development and waste water retention.

The subject property is a rectangular lot, with dimensions of approximately 625-feet by 125-feet, and is comprised of a central open area and three structures including a one-story single family residence with detached garage, swimming pool, spa, and concrete patio on the northern portion, and a one-story garage-type structure surrounded by metal storage sheds, a metal cargo container, and fencing on the southern portion.

The subject property is located in a predominantly residential area of the City of Moreno Valley, California. The property is immediately bound by Cottonwood Avenue to the north; single-family residential property along Sweet Grass Drive to the south; an inactive heavy equipment/tractor trailer storage yard to the east; and an unimproved parking lot associated with the adjoining St. Christopher Catholic Parish (25075 Cottonwood Avenue), to the west. According to the City of Moreno Valley Planning Department, the subject property is zoned as Single Family Residential (R-1).

Based on historical records such as aerial photographs, and topographic maps, the subject property was undeveloped land from at least 1938. In 1974, City building permits indicate that a barn was constructed on the property. And in 1975, the property was developed with a dwelling, detached garage, and shed. The property has remained with a similar structural configuration through the present time.

Information provided by the property owner and client representative, Mr. Max Arzu, included that the property was used commercially at one time as an auto repair and gas station. Mr. Arzu indicated that underground fuel storage tanks (USTs) were present historically on the property, and were abandoned/removed in 2011. Mr. Arzu also stated that the property is currently in use as a parking and soccer practice field, and that an onsite garage is used as a meeting hall and storage area for the Knights of Columbia.

EEI contacted the City of Moreno Valley Fire Department, County of Riverside Department of Environmental Health, California Department of Toxic Control (DTSC), State Water Resources Control Board (SWRCB), and reviewed other state and federal databases to determine if the subject property, or any adjacent properties, were listed as hazardous waste generators, underground storage tank (UST) releases, or as having other environmental concerns (i.e., spill, leak, or aboveground tank [AST]). Neither the subject property nor any adjacent or nearby properties were listed on any of the databases researched.

On October 29, 2013, EEI personnel conducted a site reconnaissance to physically observe the site and adjoining properties for conditions indicating a potential environmental concern. Concerns would include any evidence of contamination, distressed vegetation, petroleum-hydrocarbon staining, waste drums, illegal dumping, or improper waste storage and/or handling. No evidence of environmental concern was noted on the subject property during our site reconnaissance.

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-05 of APN 479-200-003, the *property*. Any exceptions to, or deletions from, this practice are described in Section 6.0 of this report. This assessment has revealed **no evidence of recognized environmental conditions** in connection with the *property*.

- According to information provided by the client and site contact, the subject property was used at one time as an auto repair and gas station and two underground storage tanks (USTs) were removed from the subject property in approximately 2011. No records indicating the tanks installation date, characteristics, or removal were on file with any of the regulatory agencies contacted by EEI including the Moreno Valley Fire Department, County of Riverside Department of Environmental Health, or the SWRCB. There are specific regulations and requirements regarding the installation, operation, and abandonment of USTs in the State of California. EEI recommends that the property owner notify the County of Riverside Department of Environmental Health of the existence and removal of the tanks, and enter into a voluntary agreement to properly abandon the USTs, and perform any required site investigation activities to determine if an unauthorized release has occurred.



## 1.0 INTRODUCTION

### 1.1 Purpose

The purpose of this Phase I Environmental Site Assessment (ESA) was to assess the possible presence of *recognized environmental conditions* for the residential and commercial property located at 25165 Cottonwood Avenue, City of Moreno Valley, Riverside County, California (**Figure 1**). *Recognized environmental conditions* include property uses that may indicate the presence or likely presence of an existing, historical, or threatened release of any hazardous substances or petroleum products into structures, soil, and/or groundwater beneath the property. The term *recognized environmental conditions* is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment, and that would not be subject to enforcement action by a regulatory agency.

This ESA was performed in general conformance with the American Society for Testing and Materials (ASTM) *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, Designation E1527-05.

### 1.2 Scope of Services

The following scope of services was conducted by EEI:

- A review of readily available documents which included topographic, geologic, and hydrogeologic conditions associated with the subject site.
- A review of readily available maps, aerial photographs and other documents relative to historical subject site usage and development.
- A review of readily available federal, state, county, and city documents and database files concerning hazardous material storage, generation and disposal, active and inactive landfills, existing environmental concerns, and associated permits related to the subject property and/or immediately adjacent sites.
- A site reconnaissance to ascertain current conditions of the subject property.
- Interviews with person(s) knowledgeable of the subject property.
- The preparation of this report which presents our findings, conclusions, and recommendations.

### 1.3 Reliance

This ESA has been prepared for the sole use of the Roman Catholic Bishop of San Bernardino (Client). This assessment should not be relied upon by other parties without the express written consent of EEI and the Client. Any use or reliance upon this assessment by a party other than the Client; therefore, shall be solely at the risk of such third party and without legal recourse against EEI, its employees, officers, or directors, regardless of whether the action in which recovery of damages is brought or based upon contract, tort, statute or otherwise.

This assessment should not be interpreted as a statistical evaluation of the subject site, but rather is intended to provide a preliminary indication of onsite impacts from previous site usage and/or the release of hazardous materials. If no significant indicators of the presence of hazardous materials and/or petroleum contamination are encountered during this search, this does not preclude their presence.

The findings in this report are based upon published geologic and hydrogeologic information, and information (both documentary and oral) provided by the Cathedral City, County of Riverside, Environmental Data Resources (EDR®) (i.e., agency database search), various state and federal agencies, and EEI's field observations. Some of these data are subject to change over time. Some of these data are based on information not currently observable or measurable, but recorded by documents or orally reported by individuals.

## **2.0 PHYSIOGRAPHIC SETTING**

### **2.1 Site Description**

The subject property is located on the south side of Cottonwood Avenue, approximately 750 feet east of its intersection with Perris Boulevard, in the City of Moreno Valley, Riverside County, California. The subject property encompasses 1.89-acres of land on a single parcel identified by Assessor's Parcel Number (APN) 479-200-003-9 (County of Riverside GIS/TLMA, 2013) (**Appendix B**). According to the County Assessor, the address associated with the subject property 25165 Cottonwood Avenue (**Figure 2**). According to the Client, the type of property transaction associated with the subject property is for the purposes of development and waste water retention.

The subject property is a rectangular lot, with dimensions of approximately 625-feet by 125-feet, and is comprised of a central open area and three structures including a one-story single family residence with detached garage, swimming pool, spa, and concrete patio on the northern portion, and a one-story garage-type structure surrounded by metal storage sheds, a metal cargo container, and fencing on the southern portion.

The subject property is located in a predominantly residential area of the City of Moreno Valley, California. The property is immediately bound by Cottonwood Avenue to the north; single-family residential property along Sweet Grass Drive to the south; an inactive heavy equipment/tractor trailer storage yard to the east; and an unimproved parking lot associated with the adjoining St. Christopher Catholic Parish (25075 Cottonwood Avenue), to the west. According to the City of Moreno Valley Planning Department, the subject property is zoned as Single Family Residential (R-1).

Based on historical records such as aerial photographs, and topographic maps, the subject property was undeveloped land from at least 1938. In 1974, City building permits indicate that a barn was constructed on the property. And in 1975, the property was developed with a dwelling, detached garage, and shed. The property has remained with a similar structural configuration through the present time.

Information provided by the property owner and client representative, Mr. Max Arzu, included that the property was used commercially at one time as an auto repair and gas station. Mr. Arzu indicated that underground fuel storage tanks (USTs) were present historically on the property, and were abandoned/removed in 2011. Mr. Arzu also stated that the property is currently in use as a parking and soccer practice field, and that an onsite garage is used as a meeting hall and storage area for the Knights of Columbia.

## **2.2 Topography**

The subject property is located on the United States Geological Survey (USGS) 7.5 Minute, Sunnymead Quadrangle map (USGS, 1980). The map indicates the elevation of the subject property ranges from approximately 1,580 feet above mean sea level (amsl) at the southern margin and rises in elevation to approximately 1,588 feet amsl at the northern margin of the property. The property consists of land which gently slopes towards in a southeasterly direction.

## **2.3 Regional and Local Geology**

The subject property and vicinity are situated in the central part of the Peninsular Ranges geomorphic province, southwest of Perris Valley and south of Lake Mathews. The subject property lies east of the Cleveland National Forest and the Elsinore Mountains, in the foothills west of the Elsinore Trough and Lake Elsinore. This portion of the Peninsular Ranges contains the San Jacinto Valley, which lies parallel to the San Jacinto Fault zone trending northwesterly along the base of the San Jacinto Mountains. The subject property lies near the foothills northwest of Lake Elsinore, within the Perris Block (CGS, 2002). The subject property is underlain by Quaternary-age unconsolidated stream, river channel, and alluvial fan deposits (CDMG, 1966).

Structural deformation in the site vicinity is related to the Elsinore Fault zone, a major northwest-southwest trending strike-slip fault zone which runs through the immediate site vicinity (Jennings, 1994, CDMG, 2000). Motion along the Elsinore Fault zone is primarily right-lateral, with a minor right-reverse component. The Elsinore Fault zone is considered active, with major ruptures occurring approximately every 100 to 300 years, at magnitudes of 6.8 (CDMG, 1998).

Soil in the vicinity of the site has been identified by the United States Department of Agriculture - Natural Resource Conservation Service, online Web Soil Survey database as fine sandy loam of the Pachappa Soil Series at 2 to 8 percent slopes, (USDA, 2013). The Pachappa series consists of well drained (minimal) Noncalic Brown soils developed from moderately coarse textured alluvium. They occur on gently sloping alluvial fans and flood plains under annual grass-herb vegetation. Pachappa soils have very slow runoff, and moderate permeability. In places the soil is subject to occasional overflow and high water table. The soils appear to have developed under conditions of occasional high water table.

## **2.4 Regional and Local Hydrogeology**

According to the Santa Ana Regional Water Quality Control Board –Region (8) (SARWQCB, 1995), the subject property is located within the Perris Valley Hydrologic Subarea of the Perris Hydrologic Area of the San Jacinto Valley Hydrologic Unit (802.11). In general, groundwater in this basin has been designated as beneficial for domestic/municipal, industrial, processing and agricultural uses.

The California Department of Water Resources Water Data Library (WDL) website does not indicate the presence of any wells in the immediate site vicinity (Township 03 South, Range 03 West, and Section 8).

## **2.5 Hydrologic Flood Plain Information**

EEI reviewed the Federal Emergency Management Agency (FEMA) Flood Hazard Map online database (2011) to determine if the subject property was located within an area designated as a Flood Hazard Zone. According to the information reviewed on the Flood Insurance Rate Map (FIRM), Map No. 06065C0761G, Panel 761 of 3805 (effective August, 2008), the subject property is located within Zone X, which are areas outside the 1 percent annual chance floodplain. A copy of the FIRM map is included in **Appendix B**.

### 3.0 SITE BACKGROUND

#### 3.1 Site Ownership

Information regarding the subject property ownership was obtained from a First American Title Company Preliminary Title Report (PTR), dated October 28, 2013. According to the PTR, the current owner of the subject property is listed as The Roman Catholic Bishop of San Bernardino, A Corporation, Sole, for the Benefit of Saint Christopher Catholic Church, Moreno Valley, California 92553. A copy of the PTR is included in **Appendix B**.

#### 3.2 Site History

EEI reviewed readily available information sources to evaluate historic land use in and around the subject site. These information sources include aerial photographs, USGS maps, and the Moreno Valley Planning and Building and Safety Department files. The information sources are reviewed in the following sections.

##### 3.2.1 Historical Use Review

Aerial photographs and historical topographical maps were reviewed to identify historical land development and any surface conditions which may have impacted the subject property. Photographs and historical topographic maps dating between 1901 and 2012 were obtained and reviewed from EDR®, an environmental information/database retrieval service. An aerial photograph dated November 2012, was obtained from Google Earth®, a copy of which is included herein (**Figure 2**). **Table 1** summarizes the results of the aerial photograph and historical topographic map review. Copies of the aerial photographs and historical topographic maps provided by EDR® are included in **Appendix C**.

Based on the data reviewed, the subject property appeared to be undeveloped land from at least 1938 through 1967. In 1977, the property appeared with a structure and pool on the northern portion, as well as a structure on the south-central portion. The property remained in this configuration through the 2012 photograph. The St. Christopher's School appeared on the property at the southeast corner of cottonwood Avenue and Perris Boulevard, to the west of the subject property in a 1973 topographic map. The school property appeared expanded with a larger central building in a 1989 photograph.

TABLE 1 Summary of Historical Use Review		
Year	Source and Scale	Comments
1901/ 1904	Topographic Map 1:125,000/ 1:250,000	Scale of the map did not allow for a detailed review of the subject property. Site vicinity labeled as Moreno Valley.
1938	Aerial Photograph 1inch=500 feet	Subject property appeared as undeveloped land. Adjacent and surrounding property appeared with rural residential development, undeveloped land and orchard property.
1943/ 1953	Topographic Map 1:62,500/ 24,000	Streets surrounding the subject property were present and appeared to be part of Moreno Valley. Highway 60 traversed through the general site vicinity.

<b>TABLE 1 Summary of Historical Use Review</b>		
Year	Source and Scale	Comments
1953	Aerial Photograph 1inch=500 feet	Subject property remained undeveloped land. A rural residence appeared immediately adjacent and to the west of the subject property. Increased development of rural residential property appeared in the surrounding area.
1967	Topographic Map 1:24,000	No apparent changes were noted to the subject property or adjacent property since the 1953 map. Increased development appeared in the surrounding area.
1967	Aerial Photograph 1inch=500 feet	Subject property remained undeveloped land. Adjacent property to the east appeared cleared of vegetation, and portions appeared with parked vehicles and possibly small structures. Adjacent property to the west appeared with several buildings and residences to the southwest. Increased residential development appeared in the surrounding area.
1973	Topographic Map 1:24,000	A small structure was present in the immediate site vicinity. The St. Christopher School was present to the west along Perris Boulevard. Increased development appeared in the surrounding area.
1977	Aerial Photograph 1inch=500 feet	Subject property appeared with structures on the northern and south-central portions with open areas in between. A pool was present near the structure on the northern portion. Adjacent property to the east and west also appeared occupied with structures and portions of cleared land. Property to the southwest fronting Perris Boulevard appeared with residences. Increased development appeared in the surrounding area.
1980	Topographic Map 1:24,000	No apparent changes were noted on the subject property and adjacent property since the 1973 map. Increased development appeared in the surrounding area.
1989/ 1994	Aerial Photograph 1inch=500 feet	Subject property remained with structures on the northern and south-central portions. Adjacent property to the west appeared with a large building (church) and surrounding parking. Increased development of large residential tracts appeared in the surrounding area.
2002/ 2005	Aerial Photograph 1inch=500 feet	Subject property remained as it appeared in previous photographs with structures and open land. No apparent changes were noted on the adjacent property to the east and west. Surrounding area appeared with increased development. Surrounding streets appeared widened and improved.
2006/ 2009/ 2012	Aerial Photograph 1inch=500 feet	Subject property remained as it appeared in previous photographs with structures and open land. No apparent changes were noted on the adjacent property to the east and west. Surrounding area appeared with increased development.
November 2012	Aerial Photograph Google Earth (Color)	Subject property appeared with a structure and swimming pool on the northern portion. A structure was also present on the south-central portion of the property. Adjacent property to the east appeared in a similar fashion with structures and vehicles. Immediately adjacent property to the west appeared as vacant land, beyond which lay the St. Christopher's Church.

### 3.2.2 City/County Directories

Directory listings associated with the subject property (25165 Cottonwood Avenue) was obtained from EDR®, an environmental information/database retrieval service. The subject property address was listed as occupied by a residence from 1980 through 2011. No addresses of potential concern, including cleaners, automotive shops, and other occupants of potential environmental concern were identified on the subject property.

A summary of the listings associated with the subject property address is summarized below in **Table 2**. Information for the target addresses (in bold) as well as the next lowest address on the same side of the street (left column) and next highest address on the same side of the street (right column). A copy of the City Directory Report is provided in **Appendix C**.

TABLE 2 Summary of City Directory Search 25165 Cottonwood Avenue, Moreno Valley, California 92553		
North Adjacent Addresses	Subject Addresses	South Adjacent Addresses
<b>2011</b>		
25075 Perris Blvd. –St. Christopher’s Church	<b>25165- Residential listing (R. Lathrop; M. McCallum); K. Le (2005)</b>	25242- Young Homes 25652- No listing
<b>2000 and 2005</b>		
25075–St. Christopher’s Church	<b>25165- Residential listing (R. Lathrop; M. McCallum)</b>	25652- Residential listing
<b>1995</b>		
24926 –No listing	<b>25165- Residential listing (R. Lathrop; M. McCallum)</b>	25652- Residential listing
<b>1985 and 1990</b>		
25131 –No listing	<b>25165- Residential listing (M. McCallum)</b>	25183- No listing 25748- Residential listing
<b>1980</b>		
25131 –Residential listing	<b>25165- Residential listing (M. Edmiston)</b>	25183- No listing
<b>1975</b>		
25131 -no listing	<b>25165- Address not listed</b>	25183- Conrock Co.
End Of Search due to: A) earlier directory or street listing not found; B) listing out of range, listings re-numbered, or no numeric listings		

### 3.2.3 Sanborn Fire Insurance Maps

EEI researched available Sanborn Fire Insurance Maps of the subject property. Sanborn Maps provide detailed information on site structures, uses, and occupancies and were typically utilized by insurance companies to evaluate potential fire risk. EEI requested a Sanborn map search from EDR®, an environmental information/database retrieval service. According to EDR, there is not Sanborn map coverage for the area of the subject property (**Appendix C, page 46**).

### 3.2.4 City of Moreno Valley/Riverside County Building Departments

EEI contacted the City of Moreno Valley Building Department and the Riverside County Building Department to review building permits related to the subject property address 25165 Cottonwood Avenue, Moreno Valley, California. According to the City building department, a single record was on file for the subject property and described a stop work order for a patio, dated April 14, 2009. City personnel also added that the City of Moreno Valley was incorporated in 1984; therefore, any permits issued to properties prior to this date, would be on file with the County of Riverside Building Department. Subsequent contact with the County of Riverside Building records department indicated the following entries, in chronological order were related to the subject property addresses:

- March 6, 1974 – Permit for the construction of a register-barn.
- May 7, 1974 – Application for a temporary use permit for service prior to completion of structure
- October 31, 1975 – Permit for a dwelling, detached garage, and construction shed.

### 3.3 Regulatory Database Search

EEI reviewed known electronic database listings for possible hazardous waste generating establishments in the vicinity of the subject site, as well as adjacent sites with known environmental concerns. Facilities were identified by county, state, or federal agencies that generate, store, or dispose of hazardous materials. The majority of information in this section was obtained from EDR®, an environmental information/database retrieval service. A copy of the FirstSearch® report is provided in **Appendix D**, along with a description of the individual databases. The subject property was not listed on any of the databases reviewed as having environmental concerns. For discussion purposes, the term “non-geocoded” is applied to sites that either have non-existent or incomplete addresses. EEI has located these sites, based on the location description provided in the records search. Following is a list of databases that were reviewed in the preparation of this report.

#### 3.3.1 Federal Databases

National Priority List (NPL) – No listings were reported within a one mile radius of the subject property.

NPL Delisted – No listings were reported within a one mile radius of the subject property.

Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) – No listings were reported within a one-half mile radius of the subject property.

CERCLIS No Further Remedial Action Planned (NFRAP) Archive – No listings were reported within a one-half mile radius of the subject property.

Resource Conservation and Recovery Information System (RCRA) Corrective Action Sites (COR) – No listings were reported within a one mile radius of the subject property.

RCRA TSD Facility List (RCRA-D) – No listings were reported within a one-half mile radius of the subject property.

RCRA Generators (RCRA-G) – No listings were reported within a one-quarter mile radius of the subject property. One non-geocoded listing was reported. Upon further review, EEI determined this site to be located further than one mile from the subject property; therefore, this site is not considered a concern.

Federal IC/EC – No listings were reported within a one-quarter mile radius of the subject property.

Emergency Response Notification System (ERNS) – No listings were reported within a one-eighth mile radius of the subject property.

#### 3.3.2 State and Regional Sources

State/Tribal NPL – No listings were reported within a one mile radius of the subject property.

State/Tribal CERCLIS – Three listings reported within a one mile radius of the subject property. **Moreno Valley Regional Learning** (northeast corner Perris Boulevard and Bay Avenue, 0.19 miles southwest), was listed as a school investigation site where the Department of Toxic Substance Control (DTSC) determined no further action (NFA) was required in 2007. Based on the NFA status by a regulatory agency, this site is not considered to be an environmental concern at this time.

Based on location of the remaining two sites (farther than one-quarter mile from the subject property), these sites are not considered a concern. The listings include: **Bay View Elementary School** (24801 Bay Avenue, 0.36 miles southwest); and **the Proposed Alessandro Administration Building Expansion** (Alessandro Boulevard and Chara Street, 0.73 southeast).

State/Tribal Solid Waste Landfill (SWL) Sites – No listings were reported within a one-half mile radius of the subject property.

State/Tribal California State Leaking Underground Storage Tanks (LUST) – Eight listings (some duplicated) were reported within a one-half mile radius of the subject property. Of the eight listings, six of the listings were located further than one quarter mile from the subject property; and therefore, are not considered a concern. Of the listings located within a one quarter mile of the subject property, it was determined that there was only one individual site, due to dual database listings.

EEI reviewed the online database GeoTracker, which provides records on LUSTs, and Cleanup Program Sites, maintained by the State Water Resources Control Board (SWRCB), for more information regarding the case. The following is a summary of the information reviewed:

**Sunnymead District Maintenance Yard** (25241 Cottonwood Avenue, 0.20 miles northeast), reported a diesel fuel release in 1988 caused by a tank overflow, which reportedly impacted the soil only. According to the information reviewed, the case was closed by the SARWQCB on November 14, 1991. Information from a case closure summary indicated that groundwater was not impacted; therefore, no information on depth of groundwater was provided. Based on the closed case status by a regulatory agency, and soil only nature of the release, this site is not considered to be an environmental concern at this time.

State/Tribal Permitted Underground Storage Tanks (UST)/Aboveground Storage Tanks (AST) – One listing was reported within a one-quarter mile radius of the subject property. The site, **County of Riverside Waste Resources Management** (25241 Cottonwood Avenue, 0.20 miles northeast), was listed with a UST permit. Operating permits are not generally considered rationale for environmental concern, unless the facility has a dual listing, or a reported release. The aforementioned site has documented a release under the name of Sunnymead District Maintenance Yard, and is listed on the Leaking Underground Storage Tank (LUST) databases as a closed case. See the LUST section above.

State/Tribal Voluntary Cleanup Program Properties (VCP) – No listings were reported within a one-quarter mile radius of the subject property.

US Brownfields – No listings were reported within a one-half mile radius of the subject property.

Other SWF – No listings were reported within a one-half mile radius of the subject property.



Other Hazardous Sites – One listing was reported within a one-eighth mile radius of the subject property. The site, **Moreno Valley Regional Learning** (northeast corner Perris Boulevard and Bay Avenue, 0.19 miles southwest), was listed as a school investigation site where the DTSC determined no further action (NFA) was required in 2007. Based on the NFA status by a regulatory agency, this site is not considered to be an environmental concern at this time.

Other Tanks – Two listings were reported within a one-quarter mile radius of the subject property. Operating permits are not generally rationale for environmental concern, unless a facility has a dual listing, such as a reported release. Both listings were for the same site, **EMWD Moreno #2 Plumbing Plant** (24999 Cottonwood Avenue, 0.16 miles northwest). The aforementioned listing has not documented a release; and is not considered a concern.

Local Land Records – No listings were reported within a one-half mile radius of the subject property.

Spills – No listings were reported.

Other – Nine listings were reported within a one-quarter mile radius of the subject property. Inclusion on the Other database does not necessarily indicate the existence of an environmental concern, such as a release or spill incident. The aforementioned site has documented a release under the name of Sunnymead District Maintenance Yard, and is listed on the Leaking Underground Storage Tank (LUST) databases as a closed case. See the LUST section above.

Nine non-geocoded listings were reported. Upon further review, EEI determined these sites to be located further than one-quarter mile from the subject property; therefore, these sites are not considered a concern.

### 3.4 Regulatory Agency Review

#### 3.4.1 City of Moreno Valley Fire Department

EEI requested information from the City of Moreno Valley Fire Department concerning any hazardous materials permits, UST, or cleanup information available for the subject property. According to staff, the City fire department does not hold records related to hazardous releases, spills, or UST permits and referred EEI to the County of Riverside Department of Environmental Health (see below).

#### 3.4.2 County of Riverside Department of Environmental Health

EEI reviewed County of Riverside Department of Environmental Health's (RCDEH) Underground Storage Tank (UST) List, UST Sites to be Upgraded List, LUST List, LUST Disclosure List, Hazardous Waste Generator List, Emergency Response, Complaint and Investigation (ERCI) List, DTSC Calsite List, and Superfund Site List, for information pertaining to the subject property. All of the aforementioned database lists are updated on a quarterly basis and were last updated in April 2013, with the exception of ERCI listing which was dated January 2001. There are no listings found pertaining to the subject property addresses.

### 3.4.3 Department of Toxic Substances Control

EEI contacted the Department of Toxic Substances Control (DTSC) regarding any records for the subject property. EEI also researched the DTSC online database EnviroStor (2013) for listings on or adjacent to the subject property. Neither the subject property nor any adjacent or nearby properties were listed on any of the databases researched.

### 3.4.4 State Water Resources Control Board

EEI reviewed the online database GeoTracker (2013), which provides records on LUSTs and Spills, Leaks, Investigation and Cleanup (SLIC) sites, which is maintained by the State Water Resources Control Board (SWRCB). Neither the subject property nor any adjacent properties were listed on any of the databases researched.

### 3.4.5 Review of Division of Oil, Gas and Geothermal Resources Files

Oil and gas wells were not observed at the subject property during our site reconnaissance. A review of the California Division of Oil, Gas, and Geothermal Resources Website for oil and gas fields in California and Alaska (CDOGGR, 2013) did not indicate the presence of oil and gas wells on or adjacent to the subject property.

### 3.4.6 National Pipeline Mapping System

EEI reviewed the National Pipeline Mapping System (NPMS, 2013) public viewer website for gas transmission pipelines and hazardous liquid trunklines on or close to the subject property. According to the information reviewed, an in service natural gas transmission line, operated by Southern California Gas Company, runs east to west, in parallel to Cottonwood Avenue located to the north of the subject property.

## 3.5 Interview with Current Property Owner

The current owner of the subject property is the Roman Catholic Bishop of San Bernardino, and is also the entity on whose behalf the Phase I ESA is being prepared. Pertinent information provided by a representative of the Roman Catholic Bishop of San Bernardino, regarding the subject property is documented below in Section **3.6 User Provided Information**. No indications of environmental concern were noted by the property owner representative (see below).

## 3.6 User Specific Information

Pursuant to ASTM E1527-05, EEI provided a Phase I ESA User Specific Questionnaire to the “user” (the person on whose behalf the Phase I ESA is being conducted), by Mr. Max Arzu, Parish Council Co-Chair with St. Christopher Catholic Parish, with the Roman Catholic Bishop of San Bernardino. The User Specific Information provided by Mr. Arzu is documented below. A list of the user specific questions (per ASTM E1527-05) with the associated responses, as well as the Preliminary Title Report for the property is included in **Appendix E**.

### **3.6.1 Environmental Liens or Activity and Use Limitations**

Mr. Arzu stated that he is not aware of any environmental liens or activity and land use limitations on the subject property. The Client provided EEI with a PTR prepared for the subject property by First American Title Insurance Company on October 28, 2013. A review of the PTR confirmed the absence of any environmental liens or land use limitations associated with the subject property.

### **3.6.2 Specialized Knowledge**

Mr. Arzu stated that his specialized knowledge or experience related to the property or nearby properties (i.e., knowledge of the chemicals or processes used by a type of business) includes that the property was used commercially as an automobile repair and gas station. Mr. Arzu stated that the property was currently in use as a parking and soccer practice field, and that an onsite garage was used as a meeting place for the Knights of Columbia.

### **3.6.3 Valuation Reduction for Environmental Issues**

In regards to an inquiry of purchase price being paid for the subject property, Mr. Arzu had no response.

### **3.6.4 Presence or Likely Presence of Contamination**

Mr. Arzu stated that he is not aware of any environmental issues related to the subject property. Mr. Arzu stated that the property was historically used for automobile repair and a gas station. In addition, Mr. Arzu noted that gas and diesel fuel and automobile grease were present or once present at the property. Mr. Arzu also stated that Underground Fuel Storage Tanks (USTs) were formerly located on the property and were abandoned and removed in 2011.

### **3.6.5 Other**

Mr. Arzu stated that the Phase I ESA is required to insure that the property was free of environmental issues. According to Mr. Arzu, the type of property transaction associated with the subject property is for the purposes of development and waste water retention.

## **3.7 Other Environmental Issues**

### **3.7.1 Asbestos-Containing Materials**

Asbestos, a natural fiber used in the manufacturing of a number of different building materials, has been identified as a human carcinogen. Most friable (i.e., easily broken or crushed) asbestos-containing materials (ACM) were banned in building materials by 1978. By 1989, most major manufacturers had voluntarily removed non-friable ACM (i.e., flooring, roofing, and mastics/sealants) from the market. These materials, however, were not banned completely.

An ACM survey was not conducted at the subject property as part of this Phase I ESA. According to the information reviewed, structures on the subject property were built prior to 1978. Therefore, the presence of asbestos-containing materials is likely. EEI recommends ACM testing of building materials prior to improvements or demolition activities.

### 3.7.2 Lead-Based Paint

Lead-based paint is identified by OSHA, the Environmental Protection Agency (EPA) and the Department Housing and Urban Development Department (HUD) as being a potential health risk to humans, particularly children, based upon its effects to the central nervous system, kidneys, and bloodstream. The risk of lead-based paint has been classified by HUD based upon the age and condition of the painted surface. This classification includes the following:

- Maximum risk is from paint applied before 1950.
- A severe risk is present from paint applied before 1960.
- A moderate risk is present from paint applied before 1970.
- A slight risk is present from paint applied before 1977.
- Paint applied after 1977 is not expected to contain lead.

According to the information reviewed, structures on the subject property were built prior to 1978. Therefore, the presence of lead based paint is likely. EEI recommends lead-based paint testing of building materials prior to improvements or demolition activities.

### 3.7.3 Radon

Radon is a radioactive gas which has been identified as a human carcinogen. Radon gas is typically associated with fine-grained rock and soil, and results from the radioactive decay of radium. The U.S. EPA recommends that homeowners in areas with radon screening levels greater than four Picocuries per liter (pCi/L) conduct mitigation of radon gas to reduce exposure.

Sections 307 and 309 of the Indoor Radon Abatement Act of 1988 (IRAA) directed the U.S. EPA to list and identify areas of the U.S. with the potential for elevated indoor radon levels. U.S. EPA's Map of Radon Zones (EPA-402-R-93-071) assigns each of the 3,141 counties in the U.S. to one of three zones based on radon potential:

- Zone 1 counties have a predicted average indoor radon screening level greater than 4 pCi/L.
- Zone 2 counties have a predicted average indoor radon screening level between 2 and 4 pCi/L.
- Zone 3 counties have a predicted average indoor radon screening level less than 2 pCi/L.

Based on such factors as indoor radon measurements, geology, aerial radioactivity, and soil permeability; the U.S. EPA has identified the County of Riverside as Zone 2 (i.e., a predicted average indoor radon screening level between 2 and 4 pCi/L). EEI does not consider radon as a significant environmental concern at this time.

## 4.0 SITE RECONNAISSANCE

### 4.1 Purpose

The purpose of our site reconnaissance was to visually and physically observe the subject property, structures, and adjoining properties for conditions indicating an existing release, past release, or threatened release of any hazardous materials/substances or petroleum products into structures on the subject property, or into soil and/or groundwater beneath the subject property. This would include any evidence of contamination, distressed vegetation, petroleum-hydrocarbon surface staining, waste drums, above ground storage tanks (ASTs), USTs, illegal dumping, or improper waste storage/handling.

#### 4.2 Subject Site

On October 29, 2013, EEI personnel conducted a site reconnaissance to visually observe the subject property and adjoining properties for conditions indicating a potential recognized environmental concern. EEI was accompanied by Mr. Max Arzu, Parish Council Co-Chair with St. Christopher Catholic Parish. Visual conditions present during the site reconnaissance are documented in the Photographic Log (**Appendix F**), and summarized in **Table 3**.

The subject property is located in a predominantly residential area of the City of Moreno Valley, California. There is, however, neighborhood commercial/retail and industrial in the immediate site vicinity. The subject property, located at 25165 Cottonwood Avenue, is situated on a single parcel of land (APN 479-200-003-9), which is comprised of 1.89 acres. The subject property is bound by Cottonwood Avenue to the north; single-family residences to the south; an unimproved parking lot associated with St. Christopher Catholic Parish to the west; and, what appeared to be a heavy equipment/tractor trailer storage yard to the east.

The subject property is comprised of a central open area with three structures near the north and south boundaries: a one-story single family residence with detached garage, swimming pool and spa were noted on the northern portion with typical landscaping and concrete patio area; and, a one-story garage-type structure with metal storage sheds, a metal cargo container, and fencing on the southern portion. Mr. Arzu indicated that the building on the southern portion of the property had been used as a meeting hall for the Knights of Columbus. The residence and detached garage appeared to consist of wood frame, concrete slab-on-grade construction, with a plaster exterior (with plastic and brick lower siding), and asphaltic-shingle roof. The interior of the residence includes two bathrooms, two bedrooms, and an office/living area. Flooring within these areas was comprised of carpet and vinyl tiling, while the ceiling material consisted of acoustic ceiling material and plaster; however, only the kitchen, living room and one bedroom were accessed. The detached garage consisted of a one car area separated by an internal wall from a two car area. The garage contained two vehicles (one in each area) and general household items including small volume household chemicals and paint. At the west end of the garage were two large roll-up doors that provided access.

The rear (south) portion of the subject property was utilized for miscellaneous storage in and around a building consisting of concrete block walls and concrete slab on grade construction. The interior floor slab was distressed. Exterior concrete slabs were observed on the front (west) and south sides of the garage-type building. Within a chain-link fenced area surrounding the building were: one metal cargo container that contained various household items stored of future fund raising activities by the Knights of Columbus; two small metal storage sheds that contained property maintenance supplies and equipment for St. Christopher Catholic Parish (including paint and petroleum products); an exterior patio-type cover at the south edge of the slab on the south edge of the building (containing desks, tables, wood cabinets, cushions); and, two small canvas awnings on the front side of the building. Numerous lumber, plastic and metal debris was observed scattered within the fenced area, including (but not limited to a pick-up truck; empty plastic and metal 55-gallon drums; one small trailer with metal storage shed and a second small flatbed trailer; a small tractor with rear-scraper attachment; and, three 200-gallon tanks. Debris piled on top of two of the tanks hindered direct access to the opening; however, the third tank appeared to be empty. Along the southwest exterior of the fenced area was a skip-loader and scattered debris, included an engine block. Two medium-sized trailers (one flatbed; one enclosed, were observed in the southeastern corner of the property. Rubber tires and engine parts were visible along the eastern edge of the southeastern property fence line. Minor petroleum hydrocarbon staining was noted in and around the garage area in the southeasterly portion of the subject property. Additionally, stockpiled soil and asphalt was noted near the southeastern corner of the site.

The ground surface within the undeveloped portions of the subject property was a mix of soil, ground-up asphalt, and minor scattered short vegetation. Mr. Arzu indicated that the ground-up asphalt was imported to the property, by a former tenant who was an underground cable contractor, to improve the drive and parking areas, including the parcel directly west of the subject site. Based solely upon visual observations, it also appeared that recent (cut/fill) leveling has occurred in the southern portion of the property. Irrigated fruit trees lined the northwestern boundary of the parcel. Chain-link fencing bounds the eastern, southern and northwesterly edges of the site. A gated entrance is situated along the drive, separating the residence from the rest of the property.

Localized patches of discolored soils were observed in the southern portion of the property; however, distinguishing discoloration associated with seasonal rains from other causes was difficult. Some of these patches being associated with petroleum staining, however, cannot be precluded.

Overhead power lines were observed along the northern property boundary; however, no pole-mounted transformers were observed. Other observed utilities included sewer, water and gas, as well as two pole-mounted private yard lights, all associated with the single-family residence. A restroom in the isolated garage on the southern portion of the site suggests underground sewer and water lines in the area.

No evidence of contamination, distressed vegetation, petroleum-hydrocarbon surface staining, waste drums, USTs, ASTs, illegal dumping, or improper waste storage/handling was noted during our site reconnaissance.

<b>TABLE 3</b>		
<b>Summary of Site Reconnaissance</b>		
<b>Item</b>	<b>Concerns</b>	<b>Comments</b>
General Housekeeping	No	Overall, the subject property appeared to be in good condition; however, housekeeping in the southeasterly portion of the site should be improved.
Surface Spills	No	No concerns observed.
Stained Surfaces	No	Minor petroleum hydrocarbon staining was noted in and around the garage area in the southeasterly portion of the subject property.
Fill Materials	No	A stockpile of soil and crushed asphalt was observed in the southeasterly portion of the site. Hints of recent cut and fill leveling were noted in the southern portion of the site.
Pits/Ponds/Lagoons	No	No concerns observed.
Surface Impoundments	No	No concerns observed.
ASTs/USTs	No	No concerns observed.
Distressed Vegetation	No	No concerns observed.
Wetlands	No	No concerns observed.
Electrical Substations	No	No concerns observed.
Areas of Dumping	No	No concerns observed.
Transformers	No	No concerns observed.
Waste/Scrap Storage	No	Various quantities of debris and scrap storage were observed within in the garage area in the southeasterly portion of the subject property.
Chemical Use/Storage	No	No concerns observed.

### 4.3 Adjacent Properties

EEI conducted a visual and auto reconnaissance of the adjoining neighborhoods (to the extent practical) to evaluate the potential for offsite impacts that may affect the subject property. Property to the south and southwest consisted of single-family residences. An unimproved parking lot associated with St. Christopher Catholic Parish is located directly west of the subject parcel, with the Parish compound situated further west. An undeveloped parcel is located north of the site, across Cottonwood Avenue. What appeared to be an inactive heavy equipment/tractor trailer storage yard was observed along the eastern subject property boundary. These areas were not readily accessible due to the presence of gates and/or poor roads. However, no obvious evidence of improper chemical or fuel storage was noted.

Adjacent properties were not identified as having environmental related issues on any of the databases researched, and are not considered as an environmental concern at this time. No service stations, dry cleaners, or industrial properties were located in the immediate vicinity, with the exception of the aforementioned inactive heavy equipment/tractor trailer storage yard directly east, and a Riverside County vehicle maintenance yard located two parcels to the east that contained a large above ground fuel storage tank.

### 5.0 FINDINGS AND OPINIONS

Based on the information obtained in this ESA, EEI has the following findings and opinions:

- Known or suspected REC's – The following known or suspected REC's have been revealed during the preparation of this ESA.

According to information provided by the client and site contact, the subject property was used at one time as an auto repair and gas station and two underground storage tanks (USTs) were removed from the subject property in approximately 2011. No records indicating the tanks installation date, characteristics, or removal were on file with any of the regulatory agencies contacted by EEI including the Moreno Valley Fire Department, County of Riverside Department of Environmental Health, or the SWRCB.

- Historical REC's – No known or suspected Historic REC's have been revealed during the preparation of this ESA.
- *De Minimis* Conditions – The following *de minimis* conditions have been revealed during the preparation of this ESA.

EEI's field observations detected various quantities of debris and scrap storage within the garage area in the southeasterly portion of the subject property including: paint and petroleum products; and, three 200-gallon aboveground tanks, and an engine block. Rubber tires and engine parts were also visible along the eastern edge of the southeastern property fence line. Minor petroleum hydrocarbon staining was noted in and around this garage area. Additionally, stockpiled soil and asphalt was noted near the southeastern corner of the property, and Localized patches of discolored soils, possibly petroleum stained, were observed throughout the southern portion.

All dumped trash and debris should be removed from the subject property and disposed of offsite. If during removal operations, unusual conditions or hazardous materials are encountered, they should be observed by an experienced environmental professional in-place, prior to complete removal.

## 6.0 DATA GAPS

Section 3.2.20 (ASTM 1527-05) defines a data gap as “a lack or inability to obtain information required by the practice despite good faith efforts of the environmental professional to gather such information.”

### 6.1 Historical Data Gaps

Based on the information obtained during the course of this investigation, no historical data gaps were encountered.

### 6.2 Regulatory Data Gaps

Based on the information obtained during the course of this investigation, no regulatory data gaps were encountered.

### 6.3 Onsite Data Gaps

Based on the information obtained during the course of this investigation, no onsite data gaps were encountered.

### 6.4 Deviations from ASTM Practices

Section 12.10 (ASTM 1527-05), states that all deletions and deviations from this practice shall be listed individually and in detail, including client imposed constraints, and all additions should be listed.

EEI believes that there are no exceptions to, or deletions from, the ASTM Designation E1527-05 Guidelines.

## 7.0 CONCLUSIONS

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-05 of APN 479-200-003, the *property*. Any exceptions to, or deletions from, this practice are described in Section 6.0 of this report. This assessment has revealed **no evidence of recognized environmental conditions** in connection with the *property*.

- According to information provided by the client and site contact, the subject property was used at one time as an auto repair and gas station and two underground storage tanks (USTs) were removed from the subject property in approximately 2011. No records indicating the tanks installation date, characteristics, or removal were on file with any of the regulatory agencies contacted by EEI including the Moreno Valley Fire Department, County of Riverside Department of Environmental Health, or the SWRCB. There are specific regulations and requirements regarding the installation, operation, and abandonment of USTs in the State of California. EEI recommends that the property owner notify the County of Riverside Department of Environmental Health of the existence and removal of the tanks, and enter into a voluntary agreement to properly abandon the USTs , and perform any required site investigation activities to determine if an unauthorized release has occurred.

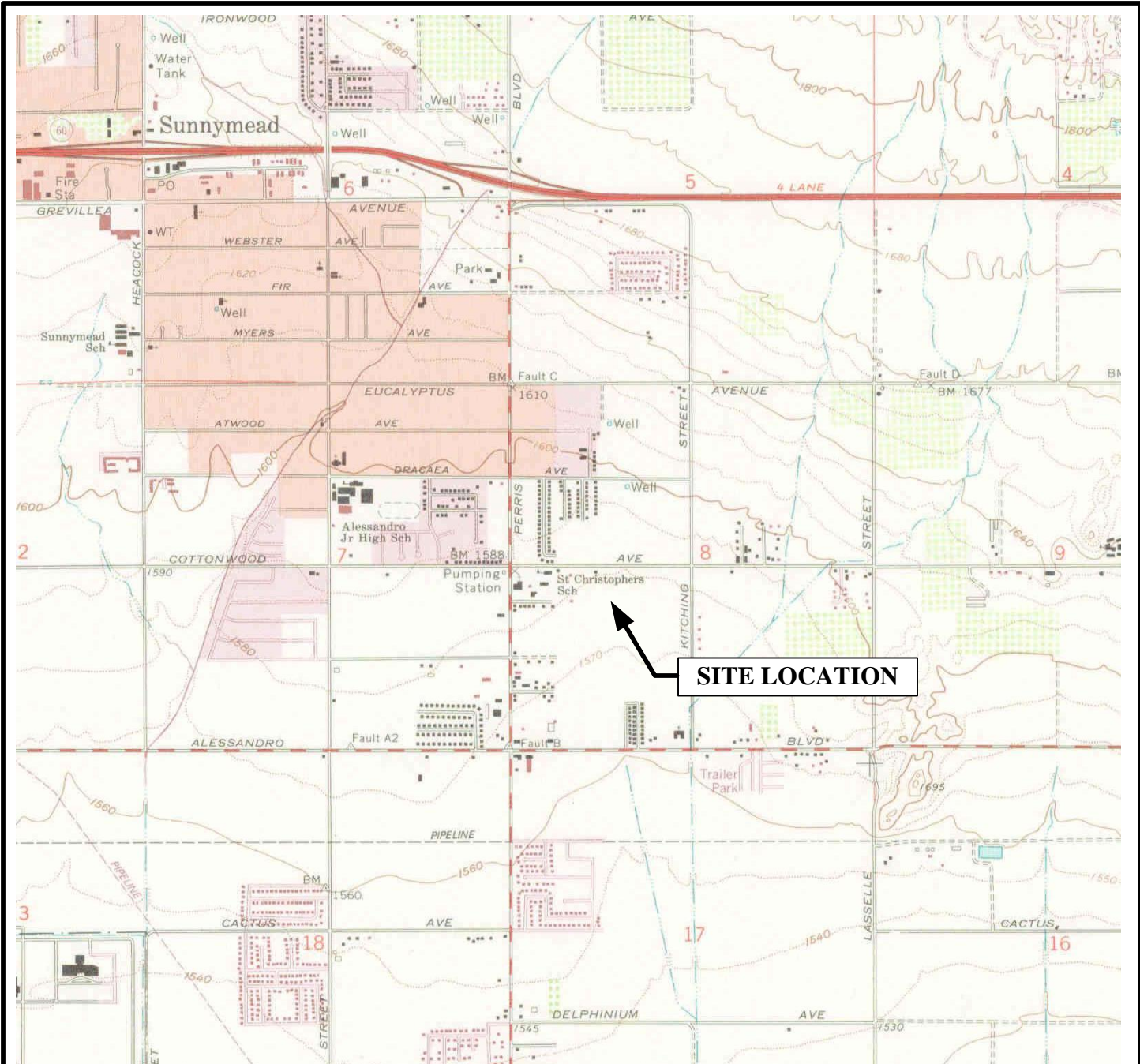


## 8.0 REFERENCES

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- California Department of Conservation Division of Mines and Geology (CDMG), 1998, Maps of Known Active Fault Near-Source Zones in California and Adjacent Portions of Nevada, published by International Conference of Building Officials.
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- Jennings, Charles W., 1994, Fault Activity Map of California and Adjacent Areas, California Division of Mines and Geology, California Geologic Data Map Series, Map.
- National Pipeline Mapping System (NPMS), Public Map Viewer Website, (<https://www.npms.phmsa.dot.gov/PublicViewer/>), accessed November 2013.
- Riverside County Integrated Project (RCIP) Proposed Multiple Species Habitat Conservation Plan (MSHCP) Website (<http://www.tlma.co.riverside.ca.us>), accessed February 2013.
- Santa Ana Regional Water Quality Control Board –Region 8, 1995, (SARWQCB): California State Water Resources Control Board Publication.
- State Water Resources Control Board, Website, GeoTracker database, (<http://www.geotracker.swrcb.ca.gov/>), accessed November 2013.
- United States Department of Agriculture (USDA), Natural Resources Conservation Service, Website (<http://websoilsurvey.nrcs.usda.gov/app/>) Web Soil Survey, accessed November 2013.
- United States Geological Survey (USGS), 1980, 7.5' Topographic Map, Sunnymead, California Quadrangle.

**FIGURES**

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



Map Source: USGS, Sunnymead, California 7.5 Minute Quadrangle map (USGS, 1980)

**LEGEND**



**Scale: 1" = 1,800'**



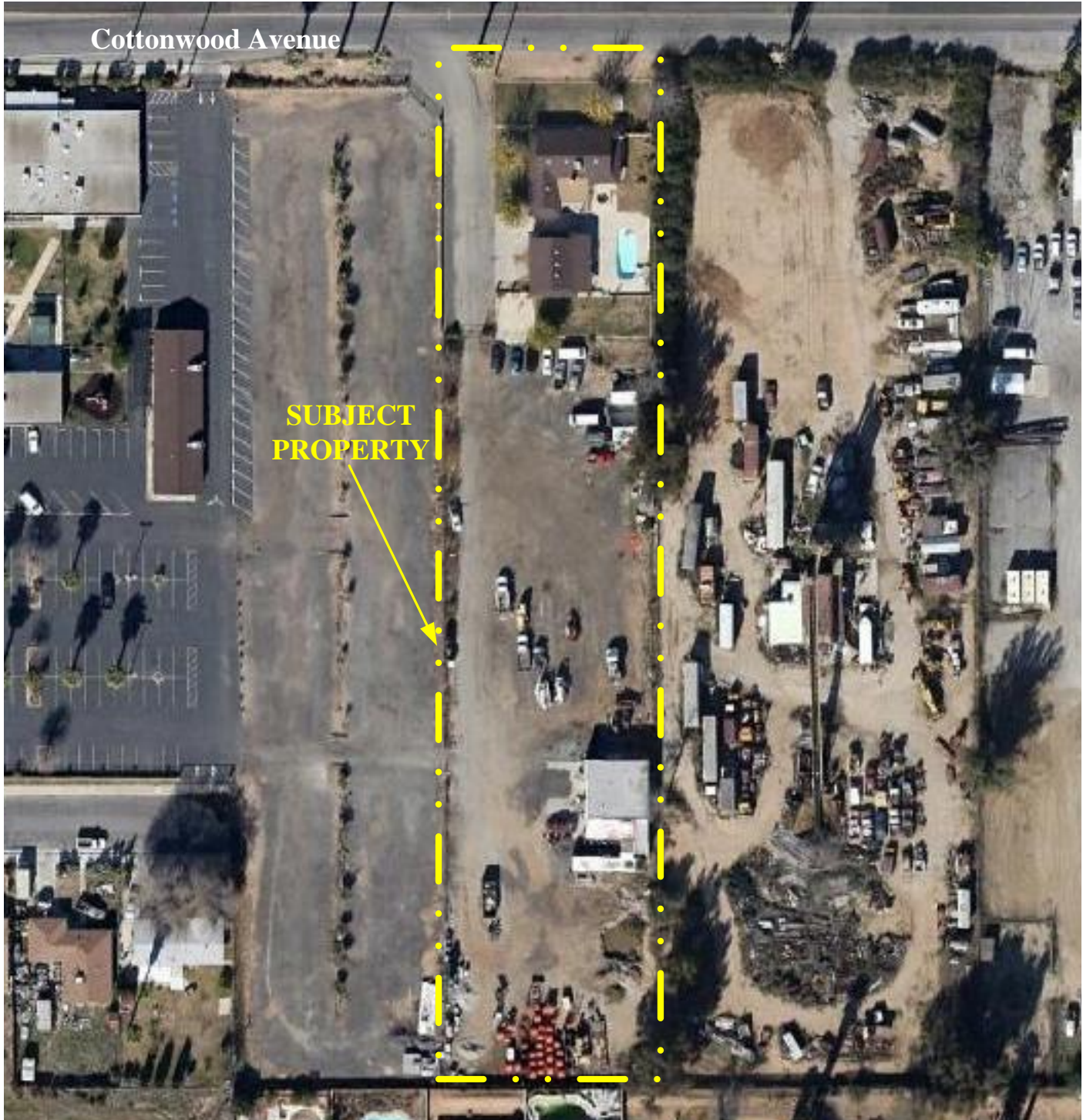
Note: All Locations Are Approximate

**SITE LOCATION MAP**

ROMAN CATHOLIC BISHOP OF SAN BERNARDINO  
 APN 479-200-003  
 25165 Cottonwood Avenue  
 Moreno Valley, Riverside County, California 92553  
 EEI Project No. SBD-71769.1  
 Created November 2013



**FIGURE 1**



Map Source: Google® 2013; Imagery Date 11/6/12



Approximate Scale: 1" = 90'



Note: All locations are approximate

**AERIAL SITE MAP**  
 ROMAN CATHOLIC BISHOP OF SAN BERNARDINO  
 APN 479-200-003  
 25165 Cottonwood Avenue  
 Moreno Valley, Riverside County, California 92553  
 EEI Project No. SBD-71769.1  
 Created November 2013



FIGURE 2

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

Phase I ESA – Roman Catholic Bishop of San Bernardino  
25165 Cottonwood Avenue, Moreno Valley, Riverside County, CA

November 11, 2013  
EEI Project No.: SBD-71769.1

**APPENDIX A  
RESUME OF ENVIRONMENTAL PROFESSIONAL**

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



**EDWARD P. LUMP, PG, CEG, CPG, REA I**

---

**Senior Engineering Geologist**

Mr. Lump has over 25 years of experience in the fields of geotechnical engineering and environmental services. Mr. Lump brings senior level technical management and field assessment skills in all phases of geotechnical engineering for projects ranging from master planned residential developments to industrial facilities and commercial shopping centers.

As a Senior Geologist and technical manager, he conducts and manages due diligence feasibility studies, third party reviews and geotechnical assessments involving earth science issues such as slope stability, shallow groundwater, earthquake faults, rock rippability, and deleterious soils. He has experience providing design parameters for retaining and reinforced earth systems, as well as post-tensioned and drilled pier foundations.

Mr. Lump brings technical expertise to EEI for development-related specialty services such as methane mitigation studies, basin recharge analysis, nitrate studies, stormwater sampling, design of residential sewage disposal systems, commercial stormwater recharge basins studies and compliance assistance for the development of construction-related NPDES permits and SWPP plans.

His environmental background includes management and completion of ASTM Phase I ESA, agricultural chemical surveys, and health-risk assessments for residential builders in southern California. Mr. Lump's experience and technical skills allow EEI to further provide our residential and commercial development clients geotechnical engineering and related compliance services.

**Professional Registration**

California Professional Geologist No. 5947  
 California Certified Engineering Geologist No. 1924  
 California Registered Environmental Assessor I No. 2565  
 Certified Professional Geologist CPG-10978  
 Arizona Registered Professional Geologist No. 48753

**Education**

B.Sc. (Geology) San Diego State University, California, 1981

Phase I ESA – Roman Catholic Bishop of San Bernardino  
25165 Cottonwood Avenue, Moreno Valley, Riverside County, CA

November 11, 2013  
EEI Project No.: SBD-71769.1

**APPENDIX B  
COUNTY OF RIVERSIDE PROPERTY INFORMATION /FIRM  
MAP/PRELIMINARY TITLE REPORT**

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

RIVERSIDE COUNTY GIS



Selected parcel(s):

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING



479-200-003

**\*IMPORTANT\***

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

**STANDARD WITH PERMITS REPORT****APNs**

479-200-003-9

**OWNER NAME**

NOT AVAILABLE ONLINE

**ADDRESS**

479-200-003  
25165 COTTONWOOD AVE  
MORENO VALLEY, CA. 92553

**MAILING ADDRESS**

(SEE OWNER)  
1201 E HIGHLAND AVE  
SAN BERNARDINO CA. 92404

**LEGAL DESCRIPTION**

RECORDED BOOK/PAGE: MB 11/10 SB  
SUBDIVISION NAME: BEAR VALLEY & ALESSANDRO DEVELOPMENT CO  
LOT/PARCEL: 3, BLOCK: P  
, Por.TRACT NUMBER: NOT AVAILABLE

**LOT SIZE**

RECORDED LOT SIZE IS 1.89 ACRES

**PROPERTY CHARACTERISTICS**

WOOD FRAME, 1792 SQFT., 2 BDRM/ 2.5 BATH, 1 STORY, ATTACHED GARAGE(816 SQ. FT), CONST'D 1975COMPOSITION, ROOF,  
CENTRAL HEATING, CENTRAL COOLING, POOL

**THOMAS BROS. MAPS PAGE/GRID**

PAGE: 717 GRID: G4, G5

**CITY BOUNDARY/SPHERE**

CITY OF MORENO VALLEY  
NOT WITHIN A CITY SPHERE  
ANNEXATION DATE: NOT APPLICABLE  
LAFCO CASE #: 83-101-5  
PROPOSALS: NOT APPLICABLE

**MARCH JOINT POWERS AUTHORITY**

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

**INDIAN TRIBAL LAND**

NOT IN A TRIBAL LAND

**SUPERVISORIAL DISTRICT 2011 (ORD. 813)**

MARION ASHLEY, DISTRICT 5

**SUPERVISORIAL DISTRICT (2001 BOUNDARIES)**

MARION ASHLEY, DISTRICT 5

**TOWNSHIP/RANGE**

T3SR3W SEC 8

**ELEVATION RANGE**

1580/1584 FEET

**PREVIOUS APN**

NO DATA AVAILABLE

***PLANNING***

**LAND USE DESIGNATIONS**

Consult with the city for land use information.

**SANTA ROSA ESCARPMENT BOUNDARY**

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

**AREA PLAN (RCIP)**

RECHE CANYON / BADLANDS

**COMMUNITY ADVISORY COUNCILS**

NOT IN A COMMUNITY ADVISORY COUNCIL AREA

**GENERAL PLAN POLICY OVERLAYS**

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

**GENERAL PLAN POLICY AREAS**

NONE

**ZONING CLASSIFICATIONS (ORD. 348)**

See the city for more information

**ZONING DISTRICTS AND ZONING AREAS**

NOT IN A ZONING DISTRICT/AREA

**ZONING OVERLAYS**

NOT IN A ZONING OVERLAY

**HISTORIC PRESERVATION DISTRICTS**

NOT IN AN HISTORIC PRESERVATION DISTRICT

**SPECIFIC PLANS**

NOT WITHIN A SPECIFIC PLAN

**AGRICULTURAL PRESERVE**

NOT IN AN AGRICULTURAL PRESERVE

**REDEVELOPMENT AREAS**

NOT IN A REDEVELOPMENT AREA

**AIRPORT INFLUENCE AREAS**

NOT IN AN AIRPORT INFLUENCE AREA

**AIRPORT COMPATIBILITY ZONES**

NOT IN AN AIRPORT COMPATIBILITY ZONE

***ENVIRONMENTAL***

**CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA**

NOT IN A CONSERVATION AREA

**CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS**

NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

**WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP**

NOT IN A CELL GROUP

**WRMSHCP CELL NUMBER**

NOT IN A CELL

**HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)**

NONE

**VEGETATION (2005)**

DEVELOPED/DISTURBED LAND

***FIRE***

**HIGH FIRE AREA (ORD. 787)**

NOT IN A HIGH FIRE AREA

**FIRE RESPONSIBILITY AREA**

NOT IN A FIRE RESPONSIBILITY AREA

***DEVELOPMENT FEES***

**CVMSHCP FEE AREA (ORD. 875)**

NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

**WRMSHCP FEE AREA (ORD. 810)**

IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.

**ROAD & BRIDGE DISTRICT**

NOT IN A DISTRICT

**EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)**

NOT WITHIN THE EASTERN TUMF FEE AREA

**WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)**

IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION.CENTRAL

**DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)**

RECHE CANYON/BADLANDS

**SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)**

IN OR PARTIALLY WITHIN AN SKR FEE AREA. SEE MAP FOR MORE INFORMATION.

**DEVELOPMENT AGREEMENTS**

NOT IN A DEVELOPMENT AGREEMENT AREA

***TRANSPORTATION*****CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY**

IN OR PARTIALLY WITHIN A CIRCULATION ELEMENT RIGHT-OF-WAY. SEE MAP FOR MORE INFORMATION. CONTACT THE TRANSPORTATION DEPT. PERMITS SECTION AT (951) 955-6790 FOR INFORMATION REGARDING THIS PARCEL IF IT IS IN AN UNINCORPORATED AREA.

**ROAD BOOK PAGE**

51

**TRANSPORTATION AGREEMENTS**

NOT IN A TRANSPORTATION AGREEMENT

**CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS**

NOT IN A CETAP CORRIDOR.

***HYDROLOGY*****FLOOD PLAIN REVIEW**

NOT REQUIRED

**WATER DISTRICT**

EMWD

**FLOOD CONTROL DISTRICT**

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

**WATERSHED**

SAN JACINTO VALLEY

---

***GEOLOGIC***

---

**FAULT ZONE**

NOT IN A FAULT ZONE

**FAULTS**

NOT WITHIN A 1/2 MILE OF A FAULT

**LIQUEFACTION POTENTIAL**

LOW

**SUBSIDENCE**

SUSCEPTIBLE

**PALEONTOLOGICAL SENSITIVITY**

HIGH SENSITIVITY (HIGH B).

SENSITIVITY EQUIVALENT TO HIGH A, BUT IS BASED ON THE OCCURRENCE OF FOSSILS AT A SPECIFIED DEPTH BELOW THE SURFACE. THE CATEGORY HIGH B INDICATES THAT FOSSILS ARE LIKELY TO BE ENCOUNTERED AT OR BELOW FOUR FEET OF DEPTH, AND MAY BE IMPACTED DURING EXCAVATION BY CONSTRUCTION ACTIVITIES.

---

***MISCELLANEOUS***

---

**SCHOOL DISTRICT**

MORENO VALLEY UNIFIED

**COMMUNITIES**

NOT IN A COMMUNITY

**COUNTY SERVICE AREA**

NOT IN A COUNTY SERVICE AREA.

**LIGHTING (ORD. 655)**

ZONE B, 44.17 MILES FROM MT. PALOMAR OBSERVATORY

**2010 CENSUS TRACT**

042521

**FARMLAND**

URBAN-BUILT UP LAND

**TAX RATE AREAS**

021023

- CITY OF MORENO VALLEY
- CITY OF MORENO VALLEY LIBRARY
- CSA 152

- EASTERN MUN WATER IMP DIST 3
- EASTERN MUN WTR IMP DIST 19
- EASTERN MUNICIPAL WATER
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 4
- GENERAL
- GENERAL PURPOSE
- METRO WATER EAST 1301999
- MORENA VAL UNIFIED SCH B AND I
- MORENO VAL COMM SV ZN A
- MORENO VAL COMM SVC ZN D
- MORENO VAL COMM SVC ZN E
- MORENO VALL COMM SVC ZN C
- MORENO VALLEY COMM SVC
- MORENO VALLEY FIRE
- MORENO VALLEY UNIFIED SCHOOL
- RIV. CO. OFFICE OF EDUCATION
- RIVERSIDE CITY COMMUNITY COLLEGE
- SAN JACINTO BASIN RESOURCE CONS

**SPECIAL NOTES**

NO SPECIAL NOTES

**BUILDING PERMITS**

Case #	Description	Status
039545	FIBERGLASS POOL & SPA	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZ240334	REGISTER - BARN	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZ240644	DWELLING	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZ240645	DETACHED GARAGE	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZ245298	APP. TEMP. USE PERM. SERVICE PRIOR TO COMP OF STRU	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZ245299	CONST. SHED	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZ245300	CABANA M/HOME (USED)	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017

**ENVIRONMENTAL HEALTH PERMITS**

Case #	Description	Status
NO ENVIRONMENTAL PERMITS	NOT APPLICABLE	NOT APPLICABLE

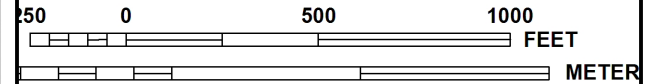
**PLANNING PERMITS**

Case #	Description	Status
NO PLANNING PERMITS	NOT APPLICABLE	NOT APPLICABLE

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING



MAP SCALE 1" = 500'



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0761G

**FIRM**  
FLOOD INSURANCE RATE MAP  
RIVERSIDE COUNTY,  
CALIFORNIA  
AND INCORPORATED AREAS

**PANEL 761 OF 3805**  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
MORENO VALLEY, CITY OF	065074	0761	G

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.



**MAP NUMBER**  
06065C0761G

**EFFECTIVE DATE**  
AUGUST 28, 2008

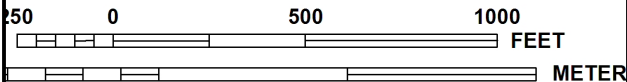
Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING



MAP SCALE 1" = 500'



PANEL 0761G

**FIRM**  
FLOOD INSURANCE RATE MAP  
RIVERSIDE COUNTY,  
CALIFORNIA  
AND INCORPORATED AREAS

**PANEL 761 OF 3805**  
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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING





*First American Title*

## First American Title Company

323 Court Street  
San Bernardino, CA 92401

Caludia Ortega  
Diocese of San Bernardino  
1201 East Highland Avenue  
San Bernardino, CA 92404-4607  
Phone:  
Fax:

Customer Reference: Roman Catholic Bishop Of Sb

Order Number: 0625-4521576 (CCMS)

Title Officer: Tammy Kerr/ Cheryl Campbell  
Phone: (909)380-8726  
Fax No.: (866)223-1017  
E-Mail: SBTtitle@firstam.com  
Property: 25165 Cottonwood Avenue  
Moreno Valley, CA 92553

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in [Exhibit A](#) attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in [Exhibit A](#). Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in [Exhibit A](#) of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of October 28, 2013 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance (2010) and ALTA Ext Loan Policy 1056.06 (06-17-06) if the land described is an improved residential lot or condominium unit on which there is located a one-to-four family residence; or ALTA Standard Owner's Policy 2006 (WRE 06-17-06) and the ALTA Loan Policy 2006 (06-17-06) if the land described is an unimproved residential lot or condominium unit

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

THE ROMAN CATHOLIC BISHOP OF SAN BERNARDINO, A CORPORATION, SOLE, FOR THE BENEFIT OF SAINT CHRISTOPHER CATHOLIC CHURCH, MORENO VALLEY, CA 92553

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2013-2014.
 

First Installment:	\$77.61, OPEN
Penalty:	\$0.00
Second Installment:	\$77.61, OPEN
Penalty:	\$0.00
Tax Rate Area:	021-023
A. P. No.:	479-200-003-9
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. A right of way reserved to the Bear Valley Irrigation Company, a corporation, or its assigns and to the Alessandro Irrigation District, through and upon the land herein described and every part thereof for all pipe lines, ditches and flumes necessary to irrigate any of the lands in said Alessandro Irrigation District, and the right to enter upon said land at any time for the purpose of laying, constructing, and repairing said pipe lines, ditches and flumes and the right to conduct water in and through the same.

4. An easement for electric lines and telephone lines for the transmission and distribution of electricity for any and all purposes and communication purposes and incidental purposes in the document recorded October 28, 1960 as Instrument No. 93255 of Official Records.

**Prior to the issuance of any policy of title insurance, the Company will require:**

5. With respect to THE ROMAN CATHOLIC BISHOP OF SAN BERNARDINO, a corporation:
  - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
  - b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

<b>INFORMATIONAL NOTES</b>
----------------------------

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence known as 25165 COTTONWOOD AVENUE, MORENO VALLEY, CA.

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

3. We find no open deeds of trust. Escrow please confirm before closing.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

**LEGAL DESCRIPTION**

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

THE EASTERLY 132 FEET OF THE WESTERLY 262 FEET OF LOT 3, BLOCK 96, AS SHOWN BY MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 11, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

APN: 479-200-003-9

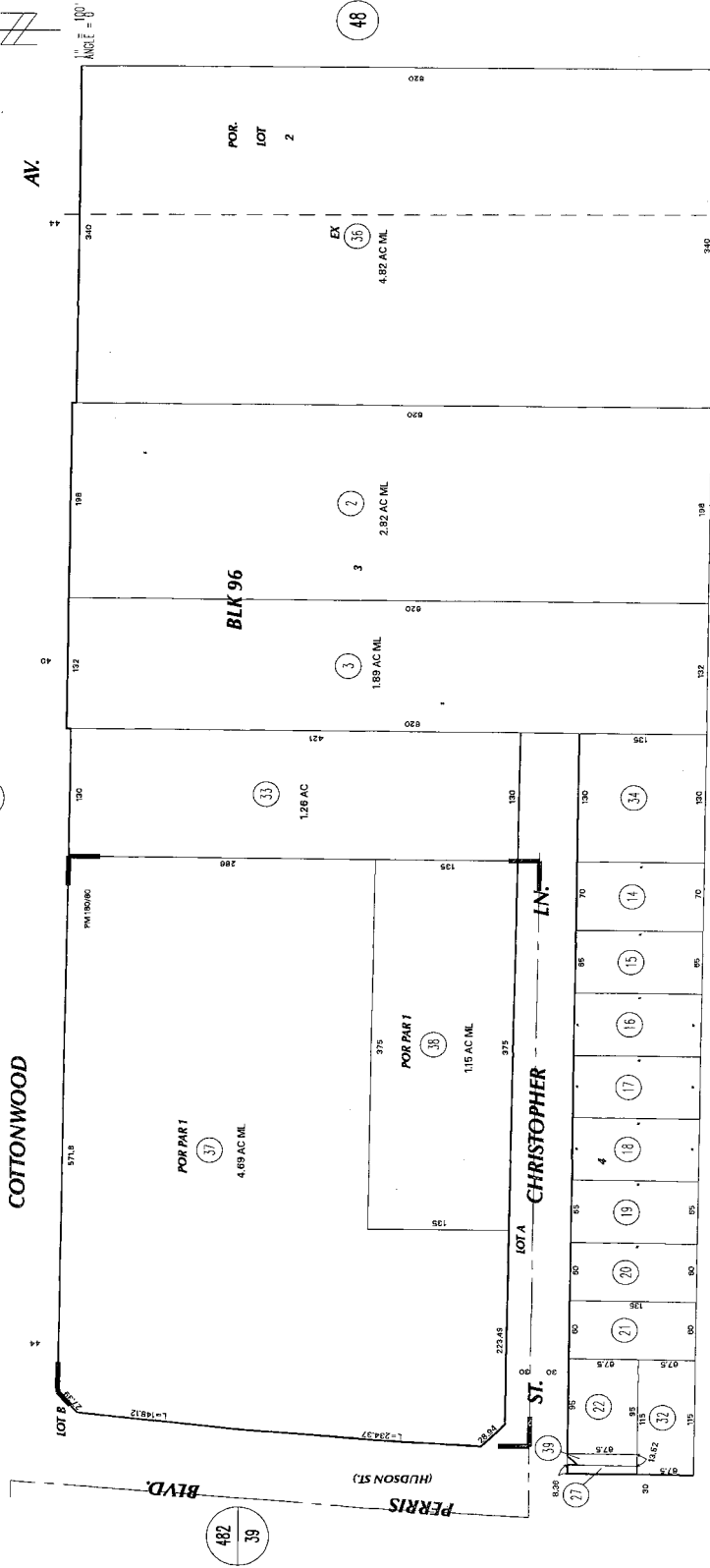
Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

479-20  
11-6-4

I. R. A. 021-023

POR SW 8 T. 3S., R. 3W  
CITY OF MORENO VALLEY

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.  
AUG 11 2007



DATE	OLD NUMBER	NEW NUMBER
07/21	22	481
07/21	23	482
07/21	24	483
07/21	25	484
07/21	26	485
07/21	27	486
07/21	28	487
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07/21	36	495
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07/21	40	499
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07/21	42	501
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07/21	45	504
07/21	46	505
07/21	47	506
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07/21	240	699
07/21	241	700

Aug 2007

33

PM 180/80-81 PARCEL MAP NO. 28829  
MB 17/10 SB BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO.

DATE: 08/01/07

ASSESSOR'S MAP BK479 PG.20  
Riverside County, Calif. 92509

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**NOTICE**

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

**WIRE INSTRUCTIONS**  
for  
**First American Title Company, Demand/Draft Sub-Escrow Deposits**  
**Riverside County, California**

PAYABLE TO: First American Title Company

BANK: **First American Trust, FSB**

ADDRESS: 5 First American Way, Santa Ana, CA 92707

ACCOUNT NO: 3004460000

ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

PROPERTY: 25165 Cottonwood Avenue, Moreno Valley, CA 92553

FILE NUMBER: 0625-4521576 (CCMS)

ATTENTION: Tammy Kerr/ Cheryl Campbell

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **First American Title Company. FUNDS MUST BE WIRED FROM A BANK WITHIN THE UNITED STATES.** PLEASE NOTIFY **Tammy Kerr/ Cheryl Campbell** AT **(909)380-8726** OR **SBTitle@firstam.com** WHEN YOU HAVE TRANSMITTED YOUR WIRE.

IF YOUR FUNDS ARE BEING WIRED FROM A NON-U.S. BANK, ADDITIONAL CHARGES MAY APPLY. PLEASE CONTACT YOUR ESCROW OFFICER/CLOSER FOR INTERNATIONAL WIRING INSTRUCTIONS.

PLEASE NOTE THAT AN ACH TRANSFER IS NOT THE SAME AS A WIRE, REQUIRES ADDITIONAL TIME FOR CLEARANCE AND MAY DELAY CLOSING.

**FIRST AMERICAN TRUST CONTACT INFO:** Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER  
AND/OR PROPERTY REFERENCE ARE NOT INCLUDED**



**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - (a) building;
  - (b) zoning;
  - (c) land use;
  - (d) improvements on the Land;
  - (e) land division; and
  - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - (c) that result in no loss to You; or
  - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u><b>Your Deductible Amount</b></u>	<u><b>Our Maximum Dollar Limit of Liability</b></u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

- (a) a notice of exercising the right appears in the public records on the Policy Date
- (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
- 3. Title Risks:
  - (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- 4. Failure to pay value for your title.
- 5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06-17-06)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an

- inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
  4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
  5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
  6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.  
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



*First American Title*

#### Privacy Information

##### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Phase I ESA – Roman Catholic Bishop of San Bernardino  
25165 Cottonwood Avenue, Moreno Valley, Riverside County, CA

November 11, 2013  
EEI Project No.: SBD-71769.1

**APPENDIX C  
HISTORICAL AERIAL PHOTOGRAPHS/TOPOGRAPHIC MAPS  
/CITY DIRECTORY REPORT**

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

**25165 Cottonwood Avenue**

25165 Cottonwood Avenue  
Moreno Valley, CA 92553

Inquiry Number: 3761915.6  
October 22, 2013

# The EDR Aerial Photo Decade Package



440 Wheelers Farms Road  
Milford, CT 06461  
800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# EDR Aerial Photo Decade Package

Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

**When delivered electronically by EDR, the aerial photo images included with this report are for ONE TIME USE ONLY. Further reproduction of these aerial photo images is prohibited without permission from EDR. For more information contact your EDR Account Executive.**

***Thank you for your business.***  
Please contact EDR at 1-800-352-0050  
with any questions or comments.

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**Date EDR Searched Historical Sources:**

Aerial Photography October 22, 2013

**Target Property:**

25165 Cottonwood Avenue

Moreno Valley, CA 92553

<u>Year</u>	<u>Scale</u>	<u>Details</u>	<u>Source</u>
1938	Aerial Photograph. Scale: 1"=500'	Flight Year: 1938	Laval
1953	Aerial Photograph. Scale: 1"=500'	Flight Year: 1953	Pacific Air
1967	Aerial Photograph. Scale: 1"=500'	Flight Year: 1967	Western
1977	Aerial Photograph. Scale: 1"=500'	Flight Year: 1977	Teledyne
1989	Aerial Photograph. Scale: 1"=500'	Flight Year: 1989	USGS
1994	Aerial Photograph. Scale: 1"=500'	Flight Year: 1994	USGS
2002	Aerial Photograph. Scale: 1"=500'	/DOQQ - acquisition dates: 2002	EDR
2005	Aerial Photograph. Scale: 1"=500'	Flight Year: 2005	EDR
2006	Aerial Photograph. Scale: 1"=500'	Flight Year: 2006	EDR
2009	Aerial Photograph. Scale: 1"=500'	Flight Year: 2009	EDR
2010	Aerial Photograph. Scale: 1"=500'	Flight Year: 2010	EDR
2012	Aerial Photograph. Scale: 1"=500'	Flight Year: 2012	EDR

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

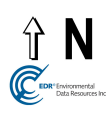


Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

INQUIRY #: 3761915.6

YEAR: 1938

| = 500'

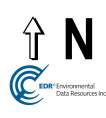




INQUIRY #: 3761915.6

YEAR: 1953

| = 500'

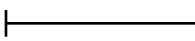


Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



INQUIRY #: 3761915.6

YEAR: 1967

 = 500'

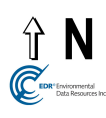




INQUIRY #: 3761915.6

YEAR: 1977

| = 500'



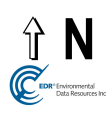
Attachment: Phase I study (1696) : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



INQUIRY #: 3761915.6

YEAR: 1989

| = 500'



Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



INQUIRY #: 3761915.6

YEAR: 1994

— = 500'



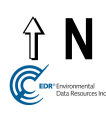


Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

INQUIRY #: 3761915.6

YEAR: 2002

— = 500'







Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

INQUIRY #: 3761915.6

YEAR: 2005

— = 500'





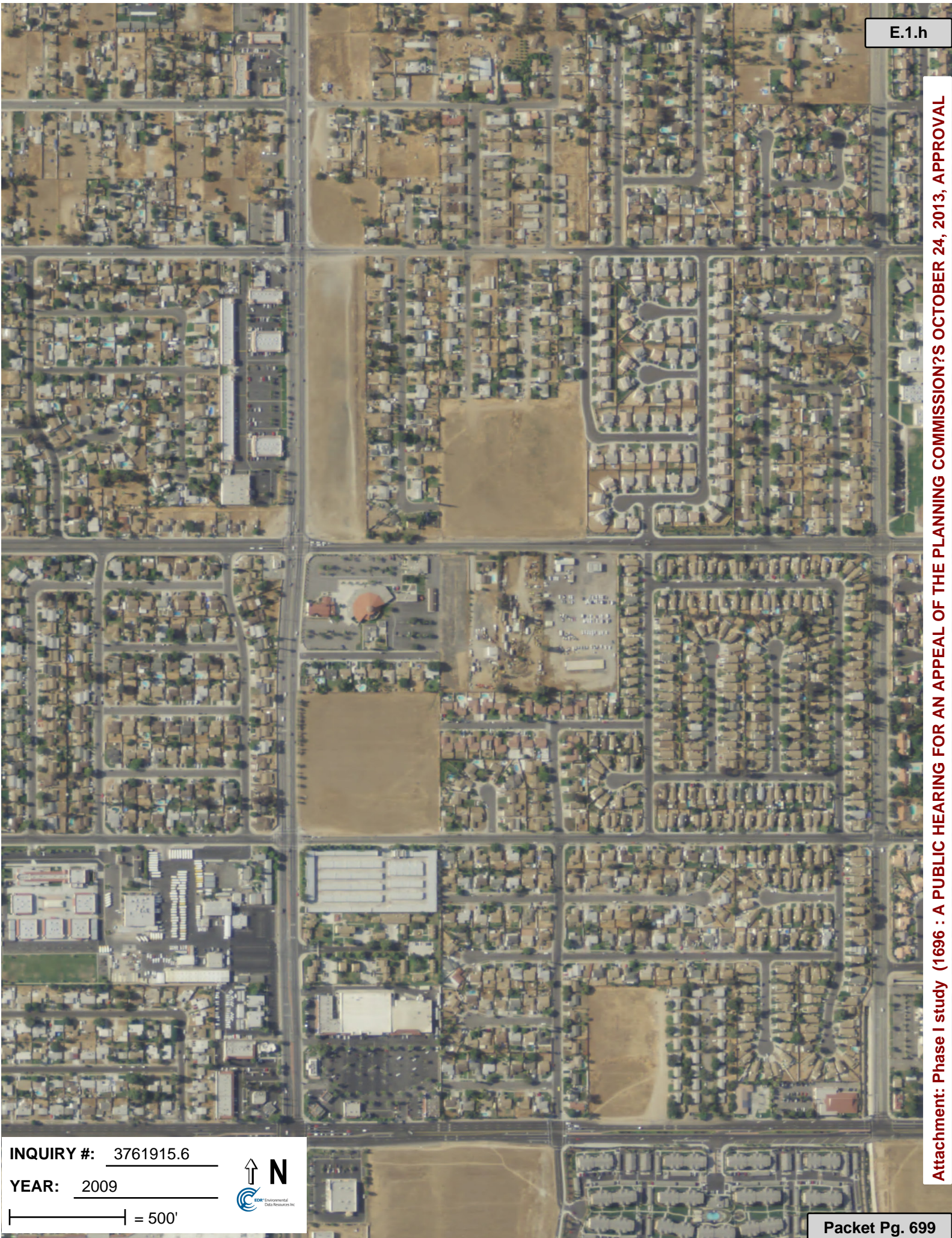
Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

INQUIRY #: 3761915.6

YEAR: 2006

| = 500'





INQUIRY #: 3761915.6

YEAR: 2009

— = 500'





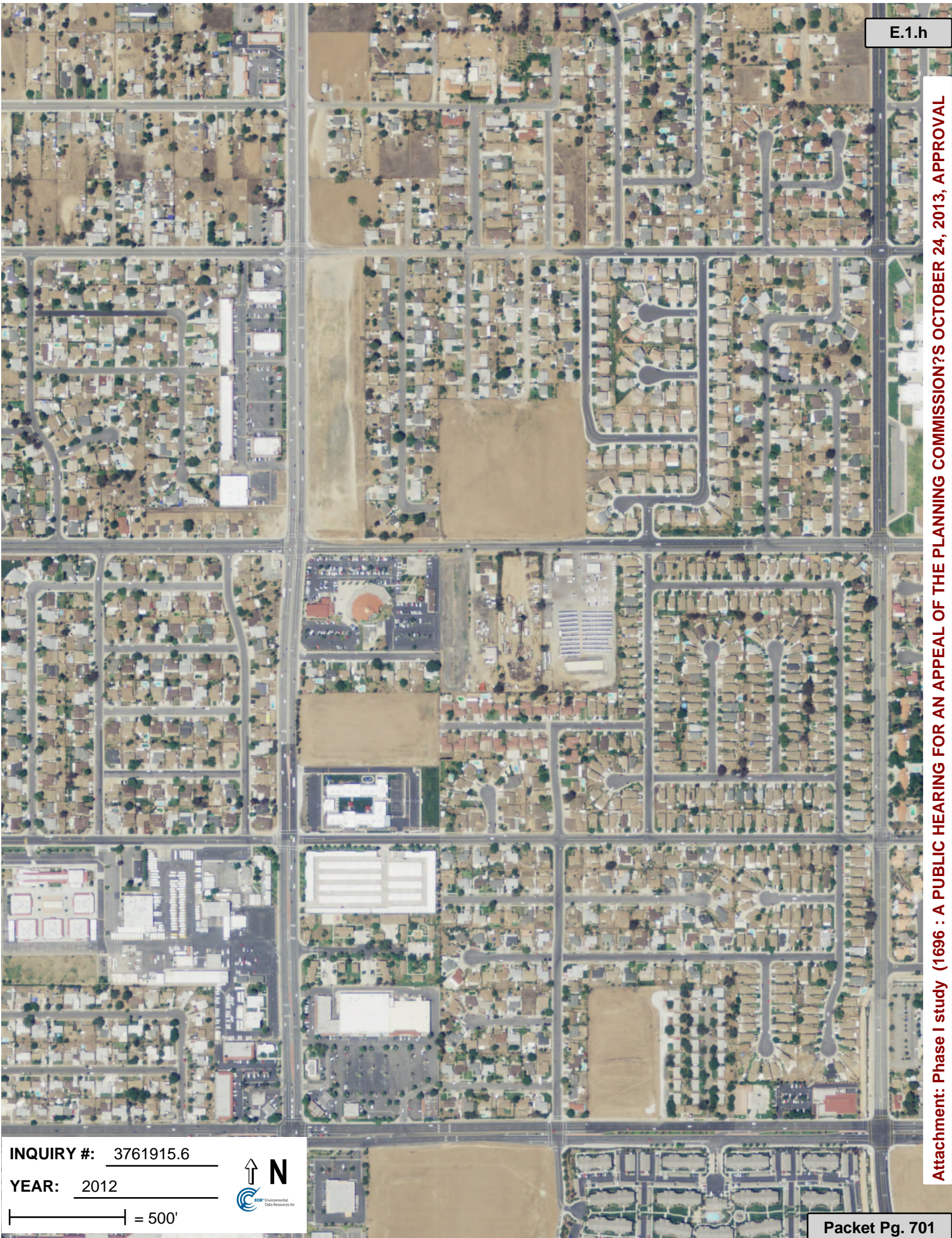
Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

INQUIRY #: 3761915.6

YEAR: 2010

| = 500'





INQUIRY #: 3761915.6

YEAR: 2012

— = 500'



**25165 Cottonwood Avenue**

25165 Cottonwood Avenue  
Moreno Valley, CA 92553

Inquiry Number: 3761915.3  
October 18, 2013

# EDR Historical Topographic Map Report



440 Wheelers Farms Road  
Milford, CT 06461  
800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# EDR Historical Topographic Map Report

Environmental Data Resources, Inc.s (EDR) Historical Topographic Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDRs Historical Topographic Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the early 1900s.

***Thank you for your business.***  
Please contact EDR at 1-800-352-0050  
with any questions or comments.

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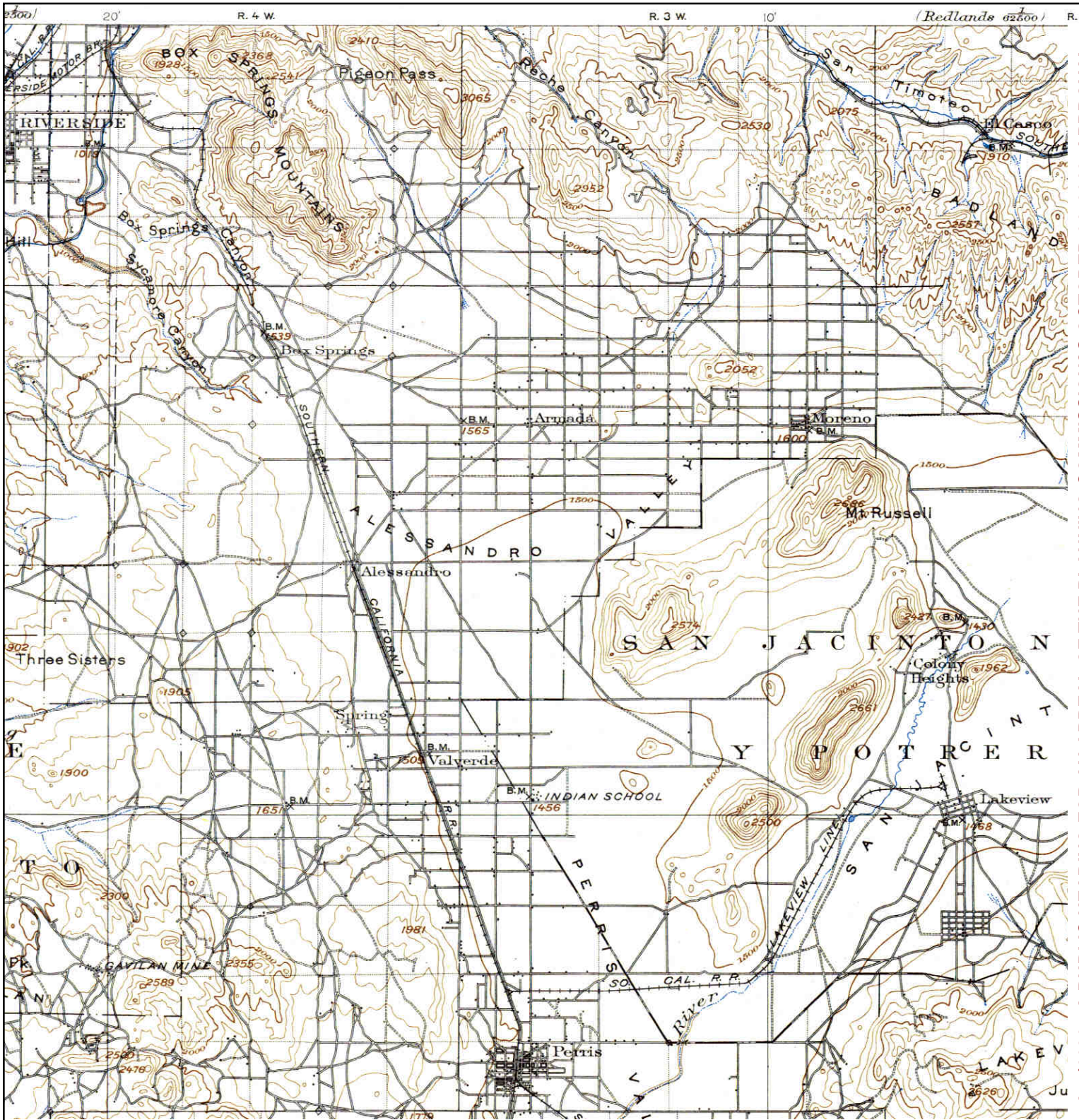
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# Historical Topographic Map

E.1.h



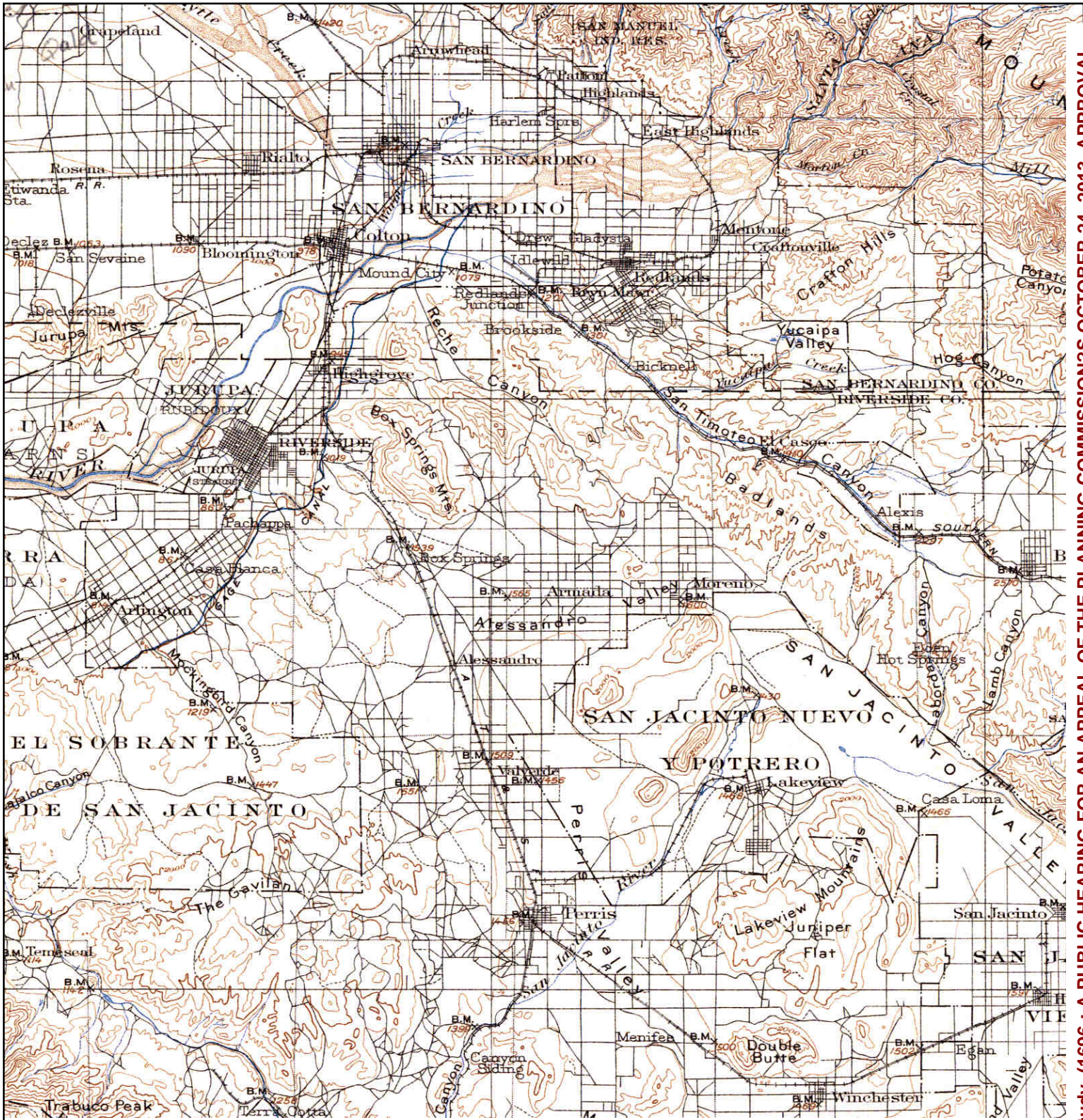
 N	<b>TARGET QUAD</b>	<b>SITE NAME:</b> 25165 Cottonwood Avenue	<b>CLIENT:</b> EEI, Inc.
	NAME: ELSINORE	ADDRESS: 25165 Cottonwood Avenue	<b>CONTACT:</b> Polly Ivers
	MAP YEAR: 1901	Moreno Valley, CA 92553	<b>INQUIRY#:</b> 3761915.3
	SERIES: 30	<b>LAT/LONG:</b> 33.9236 / -117.2236	<b>RESEARCH DATE:</b> 10/18/2013
	SCALE: 1:125000		

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



# Historical Topographic Map

E.1.h

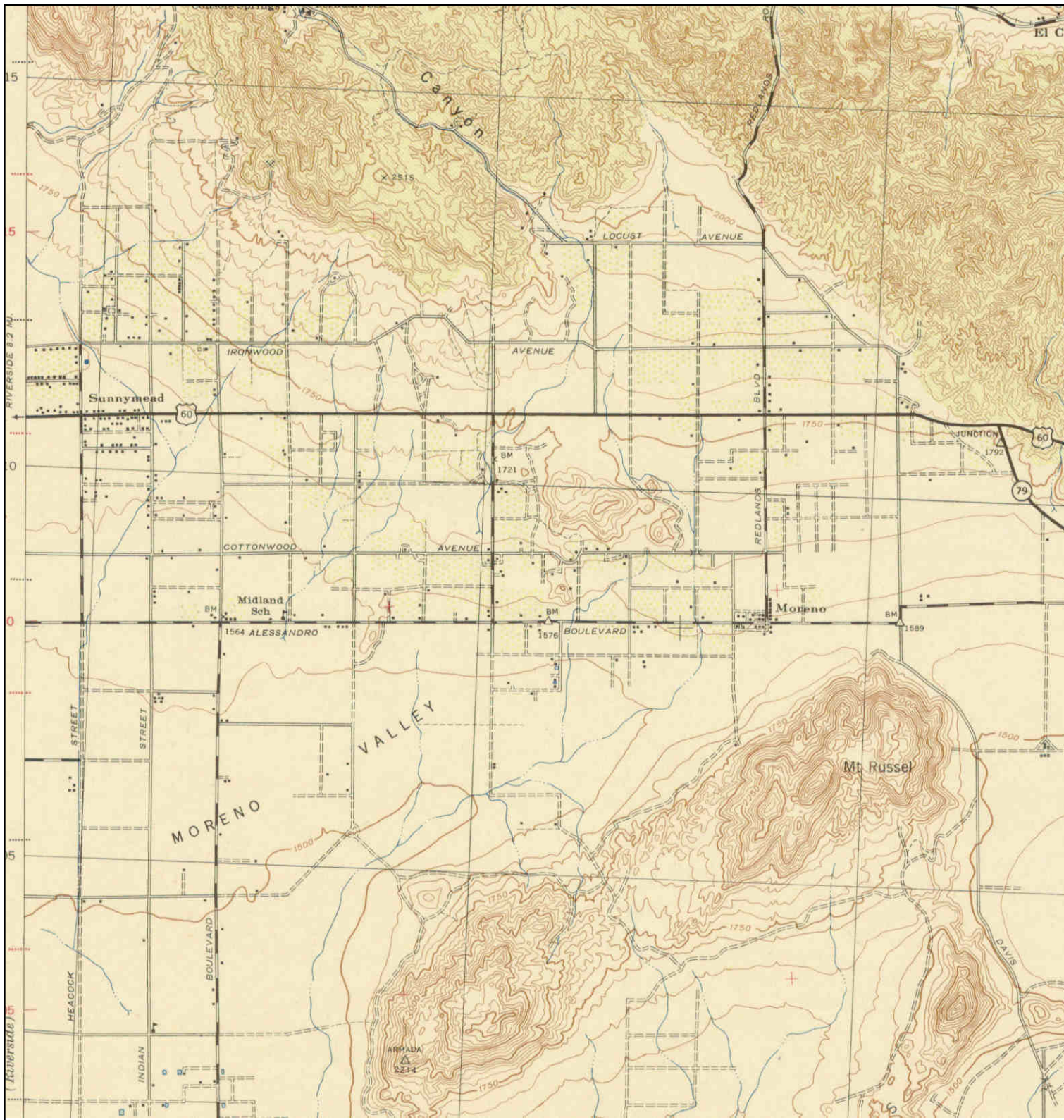


<p>N</p>	<p><b>TARGET QUAD</b></p> <p>NAME: SOUTHERN CA SHEET 1</p> <p>MAP YEAR: 1901</p>	<p>SITE NAME: 25165 Cottonwood Avenue</p> <p>ADDRESS: 25165 Cottonwood Avenue Moreno Valley, CA 92553</p> <p>LAT/LONG: 33.9236 / -117.2236</p>	<p>CLIENT: EEI, Inc.</p> <p>CONTACT: Polly Ivers</p> <p>INQUIRY#: 3761915.3</p> <p>RESEARCH DATE: 10/18/2013</p>
	<p>SERIES: 60</p> <p>SCALE: 1:250000</p>		

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# Historical Topographic Map

E.1.h

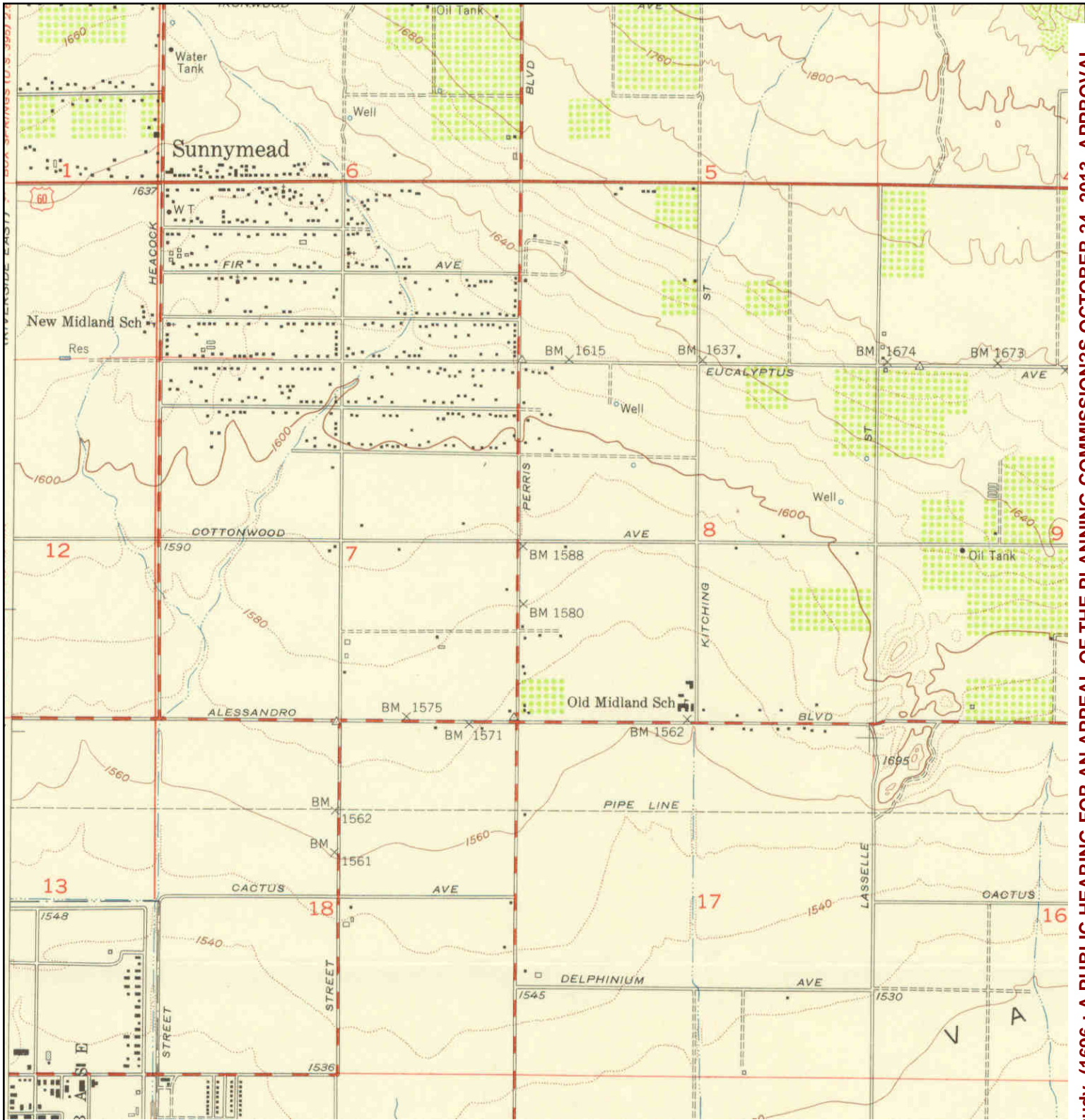


	<b>TARGET QUAD</b>	<b>SITE NAME:</b> 25165 Cottonwood Avenue	<b>CLIENT:</b> EEI, Inc.
	<b>NAME:</b> PERRIS	<b>ADDRESS:</b> 25165 Cottonwood Avenue	<b>CONTACT:</b> Polly Ivers
	<b>MAP YEAR:</b> 1943	Moreno Valley, CA 92553	<b>INQUIRY#:</b> 3761915.3
	<b>SERIES:</b> 15	<b>LAT/LONG:</b> 33.9236 / -117.2236	<b>RESEARCH DATE:</b> 10/18/2013
	<b>SCALE:</b> 1:62500		

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# Historical Topographic Map

E.1.h

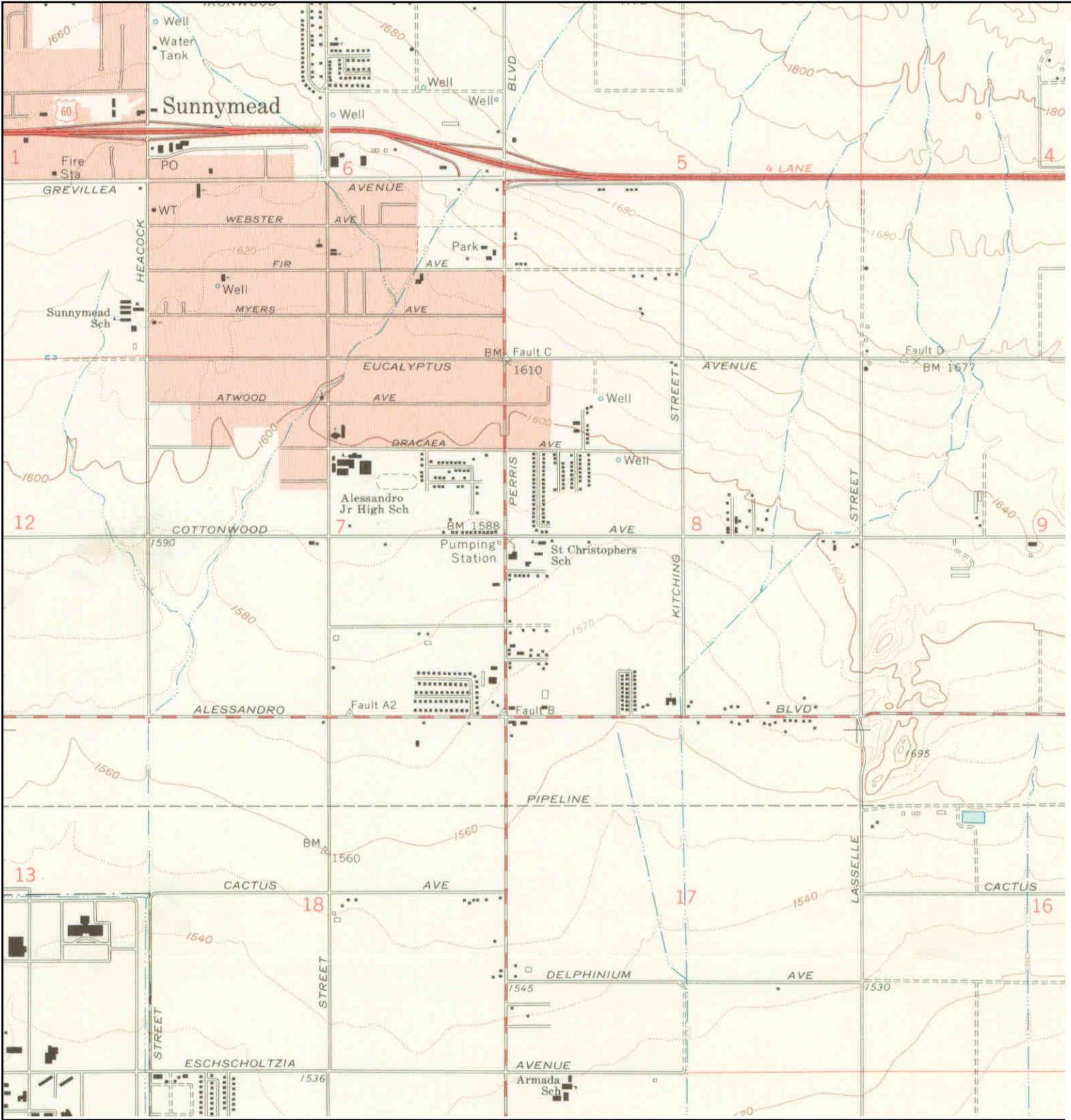


	<b>TARGET QUAD</b> NAME: SUNNYMEAD MAP YEAR: 1953	SITE NAME: 25165 Cottonwood Avenue ADDRESS: 25165 Cottonwood Avenue Moreno Valley, CA 92553 LAT/LONG: 33.9236 / -117.2236	CLIENT: EEI, Inc. CONTACT: Polly Ivers INQUIRY#: 3761915.3 RESEARCH DATE: 10/18/2013
	SERIES: 7.5 SCALE: 1:24000		

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# Historical Topographic Map

E.1.h

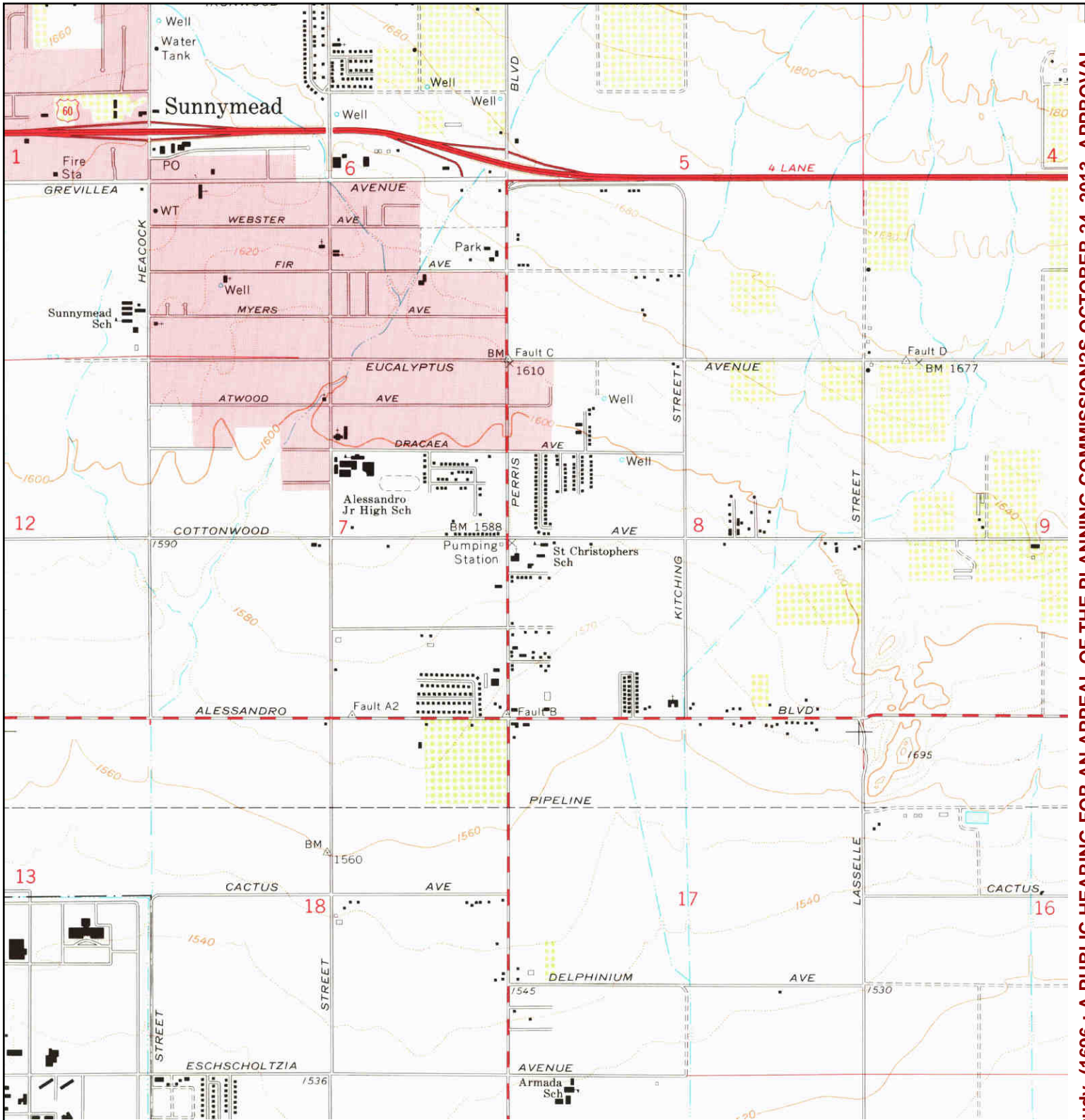


	<b>TARGET QUAD</b> NAME: SUNNYMEAD MAP YEAR: 1967	SITE NAME: 25165 Cottonwood Avenue ADDRESS: 25165 Cottonwood Avenue Moreno Valley, CA 92553 LAT/LONG: 33.9236 / -117.2236	CLIENT: EEI, Inc. CONTACT: Polly Ivers INQUIRY#: 3761915.3 RESEARCH DATE: 10/18/2013
	SERIES: 7.5 SCALE: 1:24000		

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# Historical Topographic Map

E.1.h

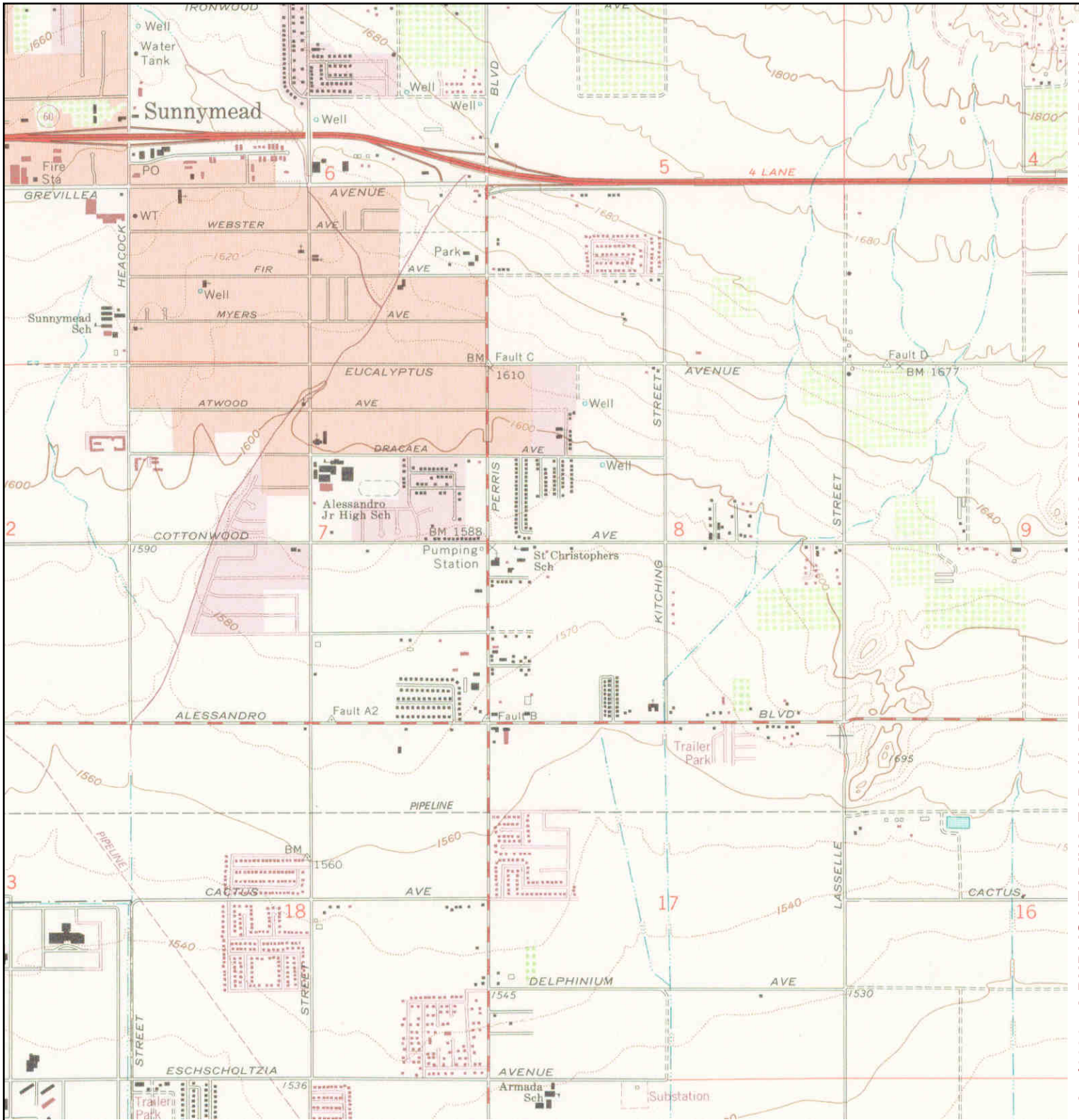


Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

	<b>TARGET QUAD</b>	<b>SITE NAME:</b> 25165 Cottonwood Avenue	<b>CLIENT:</b> EEI, Inc.
	NAME: SUNNYMEAD	<b>ADDRESS:</b> 25165 Cottonwood Avenue	<b>CONTACT:</b> Polly Ivers
	MAP YEAR: 1973	Moreno Valley, CA 92553	<b>INQUIRY#:</b> 3761915.3
	PHOTOINSPECTED FROM : 1967	<b>LAT/LONG:</b> 33.9236 / -117.2236	<b>RESEARCH DATE:</b> 10/18/2013
	SERIES: 7.5		
	SCALE: 1:24000		

# Historical Topographic Map

E.1.h



Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

	<b>TARGET QUAD</b>	<b>SITE NAME:</b> 25165 Cottonwood Avenue	<b>CLIENT:</b> EEI, Inc.
	NAME: SUNNYMEAD	<b>ADDRESS:</b> 25165 Cottonwood Avenue	<b>CONTACT:</b> Polly Ivers
	MAP YEAR: 1980	Moreno Valley, CA 92553	<b>INQUIRY#:</b> 3761915.3
	PHOTOREVISED FROM :1967	<b>LAT/LONG:</b> 33.9236 / -117.2236	<b>RESEARCH DATE:</b> 10/18/2013
	SERIES: 7.5		
	SCALE: 1:24000		

**25165 Cottonwood Avenue**

25165 Cottonwood Avenue  
Moreno Valley, CA 92553

Inquiry Number: 3761915.5  
October 22, 2013

# The EDR-City Directory Image Report



440 Wheelers Farms Road  
Milford, CT 06461  
800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

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Executive Summary

Findings

City Directory Images

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## EXECUTIVE SUMMARY

### DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available city directory data at 5 year intervals.

### RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

<u>Year</u>	<u>Target Street</u>	<u>Cross Street</u>	<u>Source</u>
2011	☑	☑	Haines Criss-Cross Directory
2005	☑	☑	Haines Criss-Cross Directory
2000	☑	☑	Haines Criss-Cross Directory
1995	☑	☑	Haines Criss-Cross Directory
1990	☑	☑	Haines Criss-Cross Directory
1985	☑	☑	Haines Criss-Cross Directory
1980	☑	☑	Haines Criss-Cross Directory
1975	☑	☑	Haines Criss-Cross Directory

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# FINDINGS

## TARGET PROPERTY STREET

25165 Cottonwood Avenue  
Moreno Valley, CA 92553

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
<u>Cottonwood Avenue</u>		
2011	pg A1	Haines Criss-Cross Directory
2005	pg A3	Haines Criss-Cross Directory
2000	pg A5	Haines Criss-Cross Directory
1995	pg A7	Haines Criss-Cross Directory
1990	pg A10	Haines Criss-Cross Directory
1985	pg A12	Haines Criss-Cross Directory
1980	pg A13	Haines Criss-Cross Directory
1975	pg A14	Haines Criss-Cross Directory

## FINDINGS

### CROSS STREETS

<u>Year</u>	<u>CD Image</u>	<u>Source</u>	
<b><u>Christopher Ln</u></b>			
2011	pg. A2	Haines Criss-Cross Directory	
2005	pg. A4	Haines Criss-Cross Directory	
2000	pg. A6	Haines Criss-Cross Directory	
1995	pg. A8	Haines Criss-Cross Directory	
1995	pg. A9	Haines Criss-Cross Directory	
1990	pg. A11	Haines Criss-Cross Directory	
1985	-	Haines Criss-Cross Directory	Street not listed in Source
1980	-	Haines Criss-Cross Directory	Street not listed in Source
1975	-	Haines Criss-Cross Directory	Street not listed in Source

## **City Directory Images**



-

Cottonwood Avenue

2011

24930	● FLESNER David	00	4
24936	XXXX	00	
24960	XXXX	00	
X	PERRIS BLVD		
25075	★ ST CHRISTOPHER'S CHURCH	951-924-1968	
X	CRAPE MYRTLE DR		
25165	LATHROP Mike	951-247-0431	
25242	♣ ★ YOUNG HOMES	951-242-4183	6
X	SILVER LN		
X	KITCHING ST		
25652	XXXX	00	
25654	XXXX	00	
25658	● HEIM Frank	00	
25666	● DUNCAN Barbara	00	
25696	● GREGORY Sylvia	00	5
	★ LAVENDER PRIDE PAINTING	951-242-4350	+0

E.1

Christopher Ln

2011

★ 4 BUS            0 RES            0 NEW

SAINT CHRISTOPHER LN  
92553 MORENO VALLEY

WEALTH CODE 3.0

X            PERRIS BLVD

25031	● ERVITI Kay	OO	1
25043	● GONZALEZ Pedro	951-242- 5263	1
25051	● STEPHENSON Donna	OO	1
25065	● AYALA Edith	OO	4
25067	● ARREOLA Martin	OO	1
25081	● ROBLES Miranda	OO	3
25085	● BOLTON Robert	951-247- 2442	
25119	● ROJAS Jose	OO	

★ 0 BUS            8 RES            0 NEW

E.1

Cottonwood Avenue 2005

24904	●FLESNER David	00	+4
24916	●FLESNER David	00	+4
24926	●FLESNER David	00	+4
	GOMEZ Hilda	951-601-9078	+4
24930	●FLESNER David	00	+4
24936	XXXX	00	
X	N PERRIS BLVD		
X	PERSIMMON RD		
25075	★ST CHRISTOPHER'S CHURCH	951-924-1968	8
X	CRAPE MYRTLE DR		
25165	LATHROP Ron	951-247-0431	
	●LE Kathy	00	+4
X	SILVER LN		
X	KITCHING ST		
X	STOCKBROOK RD		
25652	XXXX	00	
25654	XXXX	00	
25658	●HEIM Frank	00	0
25666	●BENOIT Allen	00	0
25696	●DIETEREN Jeanne	00	+4

E.1

Christopher Ln

2005

# SAINT CHRISTOPHER LN 92553 MORENO VALLEY

WEALTH CODE 3

25031	●ERVITT Jose	OO	1
25043	●GONZALEZ Pedro	OO	1
25051	●STEPHENSON Donna	OO	1
25065	●ROBINSON Lebert	951-924-0826	
25067	●ARREOLA Martin	OO	3
25081	●ROBLES-Miranda Yvonne	OO	3
25085	●BOLTON Robert	951-247-2442	9
	●BOLTON Tracy	951-247-2442	9
★	0 BUS	8 RES	0 NEW

E.1



Cottonwood Avenue

2000

24904 XXXX 00

24916 ●FLESNER David 00 +0

24928 ARIS M 909-242-7493 8

X PERSIMMON RD

24936 ●FLESNER David 00 +0

24974 ●REALRAZ Susan 00 +0

X PERRIS BLVD

25075 ★ ST CHRISTOPHERS CHURCH 909-924-1968 8

25165 LATHROP Ron 909-247-0431 2

●MCCALLUM M 909-242-1257

X SILVER LN

25652 STEVENSON Jean 909-243-8246 1

25658 ●HEIM Frank 00 +0

25666 ●BENOIT Allen 00 +0

25696 ●BUNKER Joseph 00 +0

E.1

Christopher Ln

2000

# ST CHRISTOPHER LN 92553 MORENO VALLEY

E.1

WEALTH CODE 4.0

25065	● ROBINSON Lebert	909-924-0826	
25067	● DINICOLA Carmen	909-242-4908	
25081	BERGADO Ted	909-924-7316	7
25085	BOLTON Robert	909-247-2442	9
	BOLTON Tracy	909-247-2442	9
●	0 BUS	5 RES	0 NEW

## Cottonwood Avenue

1995

24830	● TUCKER Michael	242-4807	6
24850	● REMY Allan M	242-7337	2
24858	MERDITH Linda	242-6491	6
24894	ANGULO Y	242-3359	+5
24904	XXXX	00	
24926	XXXX	00	
25165	LATHROP Ron	247-0431	2
	● MCCALLUM M	242-1257	6
25652	STEVENSON Jean	243-8246	1
25658	● HEIM Ottomar	924-0139	3
25754	XXXX	00	
25756	GARCIA Adriana	247-1219	+5
25758	★ ATLANTIS DSTRBTR	242-4490	1
	● MILLER Gary	247-6240	
	● MILLER Paulette	247-6240	
25947	WASS Peter	242-2014	6
25961	● MATHNEY Gary	242-8202	7

E.1

Christopher Ln

1995

ST CHRISTOPHER LN  
(86) 92553  
MORENO VALLEY

WEALTH CODE 5.0

25065	ROBINSON Lebert	924-0826	6
25067	DINICOLA Carmen	242-4908	6

E.1

Christopher Ln

1995

..ST CHRISTOPHER LN		92553 CONT.
25081	XXXX	00
25085	XXXX	00
★	0 BUS	4 RES
		0 NEW
<b>ST CROIX DR (91) 92543</b>		
<b>HEMET</b>		
HEALTH CODE 10		

E.1

## Cottonwood Avenue

1990

24830	TUCKER Michael	242-4807	6
24850	REMY Allan M	242-7337	6
24854	SABLAN Maria G	00	2
24858	EDWARDS Jeremy C	00	+0
	MERDITH Linda	242-6491	6
24904	XXXX	00	
24926	ALLEN Sharlene L	00	4
24960	MARTINEZ Laura M	00	4
25165	MCCALLUM M	242-1257	6
25658	HEIM Frank J	00	+0
25666	BENOIT Allen W	00	7
	DUNCAN Barbara L	00	5
25746	ORTEGA Peter D	00	7
25748	DAVIS Frank G	00	4
25750	THERRIEN Joseph U	00	7
25752	HUTCHINSON Karl F	00	4
25754	BAKER Dorian S	00	5
	GARNER Bruce	247-2122	9

E.1

Christopher Ln

1990

E.1

ST CHRISTOPHER LN  
(86) 92388  
MORENO VALLEY

25031	ERVITI Jose A	00	+0
25043	XXXX	00	
25051	STEPHENSON Timothy	00	7
25065	ROBINSON Lebert	924-0826	6
25067	DINICOLA Carmen	242-4908	6
25081	XXXX	00	
25085	BOLTON T L	924-9148	6
25119	MIRANDA Victoria	00	4
	ROJAS Jose M	00	8
★	0 BUS	9 RES	1 NEW

## Cottonwood Avenue

1985

24904	XXXX	00	
24916	MCDONALD MICHAEL	924-5643	+5
24926	XXXX	00	
24930	XXXX	00	
24960	XXXX	00	
25131	XXXX	00	
25165	MCCALLUM M	653-1247	4
25748	DAVIS FRANKIE G	653-8775	7
25750	XXXX	00	
25752	HUTCHINSON KARL	653-3594	9
25754	XXXX	00	
25756	HUSETH NELIUS	653-6181	
25758	XXXX	00	
25941	SMITH DOYLE	653-8701	1
25947	WASS ROBT	653-2014	
25961	XXXX	00	
25981	XXXX	00	

E.1



## Cottonwood Avenue

1980

24894	PARKER JAS N 2D	653-3279 +0
24904	YOUNG TOM	653-6524 9
24916	XXXX	00
24926	COONS MELVIN	653-2054 9
	COONS POLLIE	653-2054 9
24930	ALMQUIST ELIZABETH	653-4090 +0
24936	FRANKLIN WM L	653-3884 8
24960	WARN MICHAEL E	653-7404 +0
25131	TATE HAZEL	653-6260 6
25165	EDMISTON M	653-1247 8
25183	XXXX	00
25241★	CO RVRSD RD SNNYMD	653-3426
	FAWCETT MEL	653-1779 5
25632	XXXX	00
25642	XXXX	00
25644	XXXX	00

E.1

## Cottonwood Avenue

1975

24894	GOODWIN SADIE	653-7065 4
24916	JESSEN DOUGLAS	653-5069 4
24926	AVINA DAN	653-2083+5
24930	WOOD LARRY L	653-7483+5
24936	MANUEL REGINALD W	653-3404+5
25131	XXXX	00
25183*	CONROCK CO	653-3200+5
25241	FAWCETT MEL	653-1779+5
	*RIVERSD CO ROAD DPT	653-3426 4
25632	XXXX	00
25642	XXXX	00
25644	GOEDHART BEVERLY J	653-5047+5
	GOEDHART KENNETH D	653-5047+5
25648	RAY DENNIS ALLEN	653-7797

E.1

**25165 Cottonwood Avenue**

25165 Cottonwood Avenue  
Moreno Valley, CA 92553

Inquiry Number: 3761915.4  
October 22, 2013

# FirstSearch Fire Insurance Map Abstract Report



440 Wheelers Farms Road  
Milford, CT 06461  
800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# FIRE INSURANCE MAP ABSTRACT RESEARCH RESULTS

10/22/13

E.1.

**Site Name:**

25165 Cottonwood Avenue  
25165 Cottonwood Avenue  
Moreno Valley, CA 92553

**Client Name:**

EEl, Inc.  
2195 Faraday Ave, Suite K  
CARLSBAD, CA 92008

EDR Inquiry # 3761915.4

Contact: Polly Ivers

Selected volumes from the Sanborn Library collection have been searched by EDR, and fire insurance maps covering the target property location provided by EEI, Inc. were identified for the years listed below.

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## Search Results

**Site Name:** 25165 Cottonwood Avenue  
**Address:** 25165 Cottonwood Avenue  
**City, State, Zip:** Moreno Valley, CA 92553  
**Cross Street:**  
**P.O. #** SBD-71769.1  
**Project:** SBD-71769.1

The complete Sanborn Library includes more than 1.2 million Sanborn fire insurance maps, which track historical property usage in approximately 12,000 American cities and towns.

Collections Searched in this report:

- Library of Congress
- University Publications of America
- EDR Private Collection

## UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.

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Phase I ESA – Roman Catholic Bishop of San Bernardino  
25165 Cottonwood Avenue, Moreno Valley, Riverside County, CA

November 11, 2013  
EEI Project No.: SBD-71769.1

**APPENDIX D  
ENVIRONMENTAL RECORDS SEARCH**

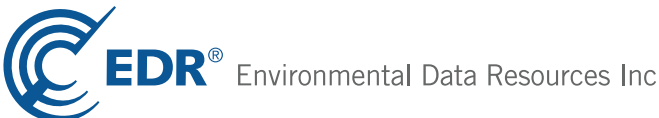
Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

**25165 Cottonwood Avenue**  
25165 Cottonwood Avenue  
Moreno Valley, CA 92553

Inquiry Number: 3761915.2s  
October 18, 2013

# FirstSearch Report with Topo

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



440 Wheelers Farms Road  
Milford, CT 06461  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

## Search Summary Report

**TARGET SITE      25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553**

Category	Sel	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
<i>NPL</i>	Y	0	0	0	0	0	0	0
<i>NPL Delisted</i>	Y	0	0	0	0	0	0	0
<i>CERCLIS</i>	Y	0	0	0	0	-	0	0
<i>NFRAP</i>	Y	0	0	0	0	-	0	0
<i>RCRA COR ACT</i>	Y	0	0	0	0	0	0	0
<i>RCRA TSD</i>	Y	0	0	0	0	-	0	0
<i>RCRA GEN</i>	Y	0	0	0	-	-	1	1
<i>Federal IC / EC</i>	Y	0	0	0	0	-	0	0
<i>ERNS</i>	Y	0	-	-	-	-	0	0
<i>State/Tribal NPL</i>	Y	0	0	0	0	0	0	0
<i>State/Tribal CERCLIS</i>	Y	0	0	1	1	1	0	3
<i>State/Tribal SWL</i>	Y	0	0	0	0	-	0	0
<i>State/Tribal LTANKS</i>	Y	0	0	2	6	-	0	8
<i>State/Tribal Tanks</i>	Y	0	0	1	-	-	0	1
<i>State/Tribal VCP</i>	Y	0	0	0	0	-	0	0
<i>US Brownfields</i>	Y	0	0	0	0	-	0	0
<i>Other SWF</i>	Y	0	0	0	0	-	0	0
<i>Other Haz Sites</i>	Y	0	-	1	-	-	0	1
<i>Other Tanks</i>	Y	0	0	2	-	-	0	2
<i>Local Land Records</i>	Y	0	0	0	0	-	0	0
<i>Spills</i>	Y	0	-	-	-	-	0	0
<i>Other</i>	Y	0	1	8	-	-	9	18
- Totals --		0	1	15	7	1	10	34

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## Search Summary Report

**TARGET SITE: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553**

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS
<b>NPL</b>	NPL	04/26/2013	1.000	0	0	0	0	0	0	0
	Proposed NPL	04/26/2013	1.000	0	0	0	0	0	0	0
<b>NPL Delisted</b>	Delisted NPL	04/26/2013	1.000	0	0	0	0	0	0	0
<b>CERCLIS</b>	CERCLIS	04/26/2013	0.500	0	0	0	0	-	0	0
<b>NFRAP</b>	CERC-NFRAP	04/26/2013	0.500	0	0	0	0	-	0	0
<b>RCRA COR ACT</b>	CORRACTS	07/11/2013	1.000	0	0	0	0	0	0	0
<b>RCRA TSD</b>	RCRA-TSDF	07/11/2013	0.500	0	0	0	0	-	0	0
<b>RCRA GEN</b>	RCRA-LQG	07/11/2013	0.250	0	0	0	-	-	0	0
	RCRA-SQG	07/11/2013	0.250	0	0	0	-	-	1	1
	RCRA-CESQG	07/11/2013	0.250	0	0	0	-	-	0	0
<b>Federal IC / EC</b>	US ENG CONTROLS	06/17/2013	0.500	0	0	0	0	-	0	0
	US INST CONTROL	06/17/2013	0.500	0	0	0	0	-	0	0
<b>ERNS</b>	ERNS	12/31/2012	TP	0	-	-	-	-	0	0
<b>State/Tribal NPL</b>	RESPONSE	09/05/2013	1.000	0	0	0	0	0	0	0
<b>State/Tribal CERCLIS</b>	ENVIROSTOR	09/05/2013	1.000	0	0	1	1	1	0	3
<b>State/Tribal SWL</b>	SWF/LF	08/19/2013	0.500	0	0	0	0	-	0	0
<b>State/Tribal LTANKS</b>	LUST	09/16/2013	0.500	0	0	2	6	-	0	8
	SLIC	09/16/2013	0.500	0	0	0	0	-	0	0
	INDIAN LUST	09/28/2012	0.500	0	0	0	0	-	0	0
<b>State/Tribal Tanks</b>	UST	09/16/2013	0.250	0	0	1	-	-	0	1
	AST	08/01/2009	0.250	0	0	0	-	-	0	0
	INDIAN UST	09/28/2012	0.250	0	0	0	-	-	0	0
<b>State/Tribal VCP</b>	VCP	09/05/2013	0.500	0	0	0	0	-	0	0
<b>US Brownfields</b>	US BROWNFIELDS	06/24/2013	0.500	0	0	0	0	-	0	0



## Search Summary Report

**TARGET SITE: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553**

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	ZIP	TOTALS	
<b>Other SWF</b>	WMUDS/SWAT	04/01/2000	0.500	0	0	0	0	-	0	0	
<b>Other Haz Sites</b>	US CDL	08/06/2013	TP	0	-	-	-	-	0	0	
	SCH	09/05/2013	0.250	0	0	1	-	-	0	1	
<b>Other Tanks</b>	CA FID UST	10/31/1994	0.250	0	0	1	-	-	0	1	
	SWEEPS UST	06/01/1994	0.250	0	0	1	-	-	0	1	
<b>Local Land Records</b>	DEED	09/11/2013	0.500	0	0	0	0	-	0	0	
<b>Spills</b>	HMIRS	12/31/2012	TP	0	-	-	-	-	0	0	
	CHMIRS	03/12/2013	TP	0	-	-	-	-	0	0	
	SPILLS 90	06/06/2012	TP	0	-	-	-	-	0	0	
<b>Other</b>	RCRA NonGen / NLR	07/11/2013	TP	0	-	-	-	-	0	0	
	TRIS	12/31/2011	TP	0	-	-	-	-	0	0	
	TSCA	12/31/2006	TP	0	-	-	-	-	0	0	
	FTTS	04/09/2009	TP	0	-	-	-	-	0	0	
	SSTS	12/31/2009	TP	0	-	-	-	-	0	0	
	ICIS	07/20/2011	TP	0	-	-	-	-	0	0	
	PADS	11/01/2012	TP	0	-	-	-	-	0	0	
	MLTS	03/14/2013	TP	0	-	-	-	-	0	0	
	RADINFO	04/09/2013	TP	0	-	-	-	-	0	0	
	FINDS	03/08/2013	TP	0	-	-	-	-	1	1	
	RAATS	04/17/1995	TP	0	-	-	-	-	0	0	
	Cortese	07/05/2013	0.500	0	0	0	0	-	0	0	
	CUPA Listings		0.250	0	0	0	-	-	0	0	
	HAZNET	12/31/2012	0.250	0	1	8	-	-	8	17	
	INDIAN RESERV	12/31/2005	1.000	0	0	0	0	0	0	0	
	US AIRS	01/23/2013	TP	0	-	-	-	-	0	0	
	PRP	04/15/2013	TP	0	-	-	-	-	0	0	
	WDS	06/19/2007	TP	0	-	-	-	-	0	0	
		- Totals --			0	1	15	7	1	10	34

## Site Information Report

**Request Date:** OCTOBER 18, 2013  
**Request Name:** POLLY IVERS

**Search Type:** COORD  
**Job Number:** SBD-71769.1

**Target Site:** 25165 COTTONWOOD AVENUE  
 MORENO VALLEY, CA 92553

### Site Location

	<u>Degrees (Decimal)</u>	<u>Degrees (Min/Sec)</u>	<u>UTMs</u>
Longitude:	117.223600	117.2236000 - 117° 13' 24.96"	Easting: 479332.1
Latitude:	33.923600	33.9236000 - 33° 55' 24.96"	Northing: 3753513.2
Elevation:	1584 ft. above sea level		Zone: Zone 11

### Demographics

<b>Sites:</b> 24	<b>Non-Geocoded:</b> 10	<b>Population:</b> N/A		
<b>RADON</b>				
Federal EPA Radon Zone for RIVERSIDE County: 2				
Note: Zone 1 indoor average level > 4 pCi/L.				
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.				
: Zone 3 indoor average level < 2 pCi/L.				
Federal Area Radon Information for RIVERSIDE COUNTY, CA				
Number of sites tested: 12				
<u>Area</u>	<u>Average Activity</u>	<u>% &lt;4 pCi/L</u>	<u>% 4-20 pCi/L</u>	<u>% &gt;20 pCi/L</u>
Living Area - 1st Floor	0.117 pCi/L	100%	0%	0%
Living Area - 2nd Floor	0.450 pCi/L	100%	0%	0%
Basement	1.700 pCi/L	100%	0%	0%

### Site Information Report

#### RADON

State Database: CA Radon

##### Radon Test Results

Zipcode	Num Tests	> 4 pCi/L
92553	13	0

# Target Site Summary Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

TOTAL: 34

GEOCODED: 24

NON GEOCODED: 10

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page
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No sites found for target address

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Sites Summary Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

TOTAL: 34

GEOCODED: 24

NON GEOCODED: 10

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page
1	HAZNET	ST CHRISTOPHER'S CHURCH	25075 COTTONWOOD AVE MORENO VALLEY, CA 92553	0.08 NNW	+ 4	1
2	HAZNET	INTOWN PROPERTIES INC/HUD	13635 CRAPE MYRTLE DR MORENO VALLEY, CA 92553	0.16 ESE	- 5	3
3	SWEEPS UST --A	EMWD MORENO #2 PUMPING PLANT	24999 COTTONWOOD AVE MORENO VALLEY, CA 92343	0.16 WNW	+ 8	4
3	CA FID UST --33002020	EMWD MORENO #2 PUMPING PLANT	24999 COTTONWOOD AVE MORENO VALLEY, CA 92343	0.16 WNW	+ 8	5
4	ENVIROSTOR --60000502 --No Further Action	MORENO VALLEY REGIONAL LEARNIN	NEC PERRIS BOULEVARD & BA MORENO VALLEY, CA 92553	0.19 SSW	- 4	6
4	SCH --No Further Action --60000502 --No Further Action	MORENO VALLEY REGIONAL LEARNIN	NEC PERRIS BOULEVARD & BA MORENO VALLEY, CA 92553	0.19 SSW	- 4	8
5	HAZNET	INTOWN PROPERTIES INC/HUD	25128 BAY AVE MORENO VALLEY, CA 92553	0.20 SSW	- 7	10
A6	UST --270	COUNTY OF RIVERSIDE WASTE RESO	25241 COTTONWOOD AVE MORENO VALLEY, CA 92553	0.20 ENE	+ 1	11
A7	HAZNET	COUNTY OF RIVERSIDE FLEET SERV	25241 COTTONWOOD MORENO VALLEY, CA 92553	0.20 ENE	+ 1	12
A8	HAZNET	RIVERSIDE COUNTY WASTE MANAGEM	25241 COTTONWOOD AVE MORENO VALLEY, CA 92553	0.20 ENE	+ 1	14
A9	LUST --Case Closed	SUNNYMEAD DISTRICT MAINT. YARD	25241 COTTONWOOD AVE MORENO VALLEY, CA 92388	0.20 ENE	+ 1	16
A10	LUST --Completed - Case Closed	SUNNYMEAD DISTRICT MAINT.	25241 COTTONWOOD MORENO, CA 92388	0.20 ENE	+ 1	18
B11	HAZNET	FAMILY DENTAL CARE	13373 PERRIS BLVD, #306-D MORENO VALLEY, CA 92553	0.25 NW	+ 12	20
B12	HAZNET	TALBERT MORENO VALLEY DENTAL	13373 PERRIS BLVD MORENO VALLEY, CA 92388	0.25 NW	+ 12	21

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Sites Summary Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

TOTAL: 34                      GEOCODED: 24                      NON GEOCODED: 10

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page
B13	HAZNET	TALBERT MORENO VALLEY MEDICAL	13373 PERRIS BLVD MORENO VALLEY, CA 92388	0.25 NW	+ 12	22
14	HAZNET	BETH MENDOZA	24933 BRANCH ST MORENO VALLEY, CA 92553	0.25 WSW	+ 1	24
C15	LUST --Completed - Case Closed --200420809	CIRCLE K #0872	13261 PERRIS BLVD. MORENO VALLEY, CA	0.34 NNW	+ 17	25
C16	LUST --Leak being confirmed	CIRCLE K #0872	13261 PERRIS BLVD. MORENO VALLEY, CA 92553	0.34 NNW	+ 17	36
17	ENVIROSTOR --33820010 --No Further Action	BAY AVENUE ELEMENTARY SCHOOL	24801 BAY AVENUE MORENO VALLEY, CA 92553	0.37 WSW	- 2	38
D18	LUST --Preliminary site assessment underway	TOSCO/ 76 STATION #6962	25020 MORENO VALLEY, CA 92553	0.45 SSW	- 14	40
D19	LUST --Completed - Case Closed --980609 --200622573	TOSCO/ 76 STATION #6962	25020 ALESSANDRO BLVD MORENO VALLEY, CA	0.45 SSW	- 14	42
E20	LUST --Preliminary site assessment workplan submitted	ARCO #5208	24994 ALESSANDRO BOULEVAR MORENO VALLEY, CA 92553	0.46 SSW	- 13	53
E21	LUST --Completed - Case Closed --200218405	ARCO #5208	24994 ALESSANDRO BLVD MORENO VALLEY, CA 92588	0.46 SSW	- 13	55
22	ENVIROSTOR --60000944 --No Further Action	PROPOSED ALESSANDRO ADMINISTRA	ALESSANDRO BOULEVARD/CHAR MORENO VALLEY, CA 92553	0.74 SE	- 8	59

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Sites Summary Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

TOTAL: 34                      GEOCODED: 24                      NON GEOCODED: 10

Map ID	DB Type --ID/Status	Site Name	Address	Dist/Dir	ElevDiff	Page
	HAZNET	TRY CORP ENGINEERING INC	7175 OLD HWY 215 MARINO VALLEY, CA 92553	NON GC	N/A	N/A
	FINDS	URENAS AUTOPART & SVC	13718 HWY 215 MORENO VALLEY, CA 92553	NON GC	N/A	N/A
	RCRA-SQG --CAR000097071	URENAS AUTOPART & SVC	13718 HWY 215 MORENO VALLEY, CA 92553	NON GC	N/A	N/A
	HAZNET	FINAL DESTINATION TRANSPORTATI	HWY 60 E OF GILMAN SPRING MORENO VALLEY, CA 92555	NON GC	N/A	N/A
	HAZNET	COUNTRY WIDE FIELD SERVICES IN	26686 BAY AVE MORENO VALLEY, CA 92555	NON GC	N/A	N/A
	HAZNET	WESTERN CONSTRUCTION AUCTION I	14150 OLD HIGHWAY 215 MORENO VALLEY, CA 92553	NON GC	N/A	N/A
	HAZNET	FIVE MILE CAPITAL PARTNERS LLC	7177 OLD 215 FRONTAGE ROA MORENO VALLEY, CA 92553	NON GC	N/A	N/A
	HAZNET	7-ELEVEN #33157	15020 PERRIS BLVD MORENO VALLEY, CA 92553	NON GC	N/A	N/A
	HAZNET	BP WEST COAST PRODUCTS LLC 576	16466 PERRIS BLVD MORENO VALLEY, CA 92553	NON GC	N/A	N/A
	HAZNET	ROLLING RIDGE CLEANERS INC	15974 PERRIS BLVD UNIT A MORENO VALLEY, CA 92553	NON GC	N/A	N/A

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S112951510      **DIST/DIR:** 0.076 NNW      **ELEVATION:** 1588      **MAP ID:** 1

**NAME:** ST CHRISTOPHER'S CHURCH      **Rev:** 12/31/2012  
**ADDRESS:** 25075 COTTONWOOD AVE  
MORENO VALLEY, CA 92553

**SOURCE:** CA California Environmental Protection Agency

**HAZNET:**

Year: 2006  
Gepaid: CAC002600484  
Contact: MAX ARZU  
Telephone: 9512421002  
Mailing Name: Not reported  
Mailing Address: 25075 COTTONWOOD AVE  
Mailing City,St,Zip: MORENO VALLEY, CA 92553  
Gen County: Not reported  
TSD EPA ID: CAT080013352  
TSD County: Not reported  
Waste Category: Oxygenated solvents (acetone, butanol, ethyl acetate, etc.)  
Disposal Method: Recycler  
Tons: 0.16  
Facility County: Riverside

Year: 2006  
Gepaid: CAC002600484  
Contact: MAX ARZU  
Telephone: 9512421002  
Mailing Name: Not reported  
Mailing Address: 25075 COTTONWOOD AVE  
Mailing City,St,Zip: MORENO VALLEY, CA 92553  
Gen County: Not reported  
TSD EPA ID: CAT080033681  
TSD County: Not reported  
Waste Category: Latex waste  
Disposal Method: Disposal, Land Fill  
Tons: 0.3  
Facility County: Riverside

Year: 2006  
Gepaid: CAC002600484  
Contact: MAX ARZU  
Telephone: 9512421002  
Mailing Name: Not reported  
Mailing Address: 25075 COTTONWOOD AVE  
Mailing City,St,Zip: MORENO VALLEY, CA 92553  
Gen County: Not reported  
TSD EPA ID: CAT080013352  
TSD County: Not reported  
Waste Category: Oxygenated solvents (acetone, butanol, ethyl acetate, etc.)  
Disposal Method: Recycler  
Tons: 0.84

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

<b>EDR ID:</b>	S112951510	<b>DIST/DIR:</b>	0.076 NNW	<b>ELEVATION:</b>	1588	<b>MAP ID:</b>	1
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**NAME:** ST CHRISTOPHER'S CHURCH

**Rev:** 12/31/2012

**ADDRESS:** 25075 COTTONWOOD AVE  
MORENO VALLEY, CA 92553

**SOURCE:** CA California Environmental Protection Agency

Facility County: Riverside

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S112887923      **DIST/DIR:** 0.160 ESE      **ELEVATION:** 1579      **MAP ID:** 2

**NAME:** INTOWN PROPERTIES INC/HUD      **Rev:** 12/31/2012  
**ADDRESS:** 13635 CRAPE MYRTLE DR  
MORENO VALLEY, CA 92553

**SOURCE:** CA California Environmental Protection Agency

HAZNET:  
Year: 1998  
Gepaid: CAC001397752  
Contact: HUD  
Telephone: 7149577333  
Mailing Name: Not reported  
Mailing Address: 6850 BROCKTON AVE STE 215  
Mailing City,St,Zip: RIVERSIDE, CA 925060000  
Gen County: Not reported  
TSD EPA ID: CAD000088252  
TSD County: Not reported  
Waste Category: Household waste  
Disposal Method: Transfer Station  
Tons: .1525  
Facility County: Riverside

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

## SWEEPS UST

**EDR ID:** S101589980      **DIST/DIR:** 0.165 WNW      **ELEVATION:** 1592      **MAP ID:** 3

**NAME:** EMWD MORENO #2 PUMPING PLANT      **Rev:** 06/01/1994  
**ADDRESS:** 24999 COTTONWOOD AVE      **ID/Status:** A  
MORENO VALLEY, CA 92343  
RIVERSIDE  
**SOURCE:** CA State Water Resources Control Board

SWEEPS UST:  
Status: Active  
Comp Number: 30920  
Number: 4  
Board Of Equalization: 44-018137  
Referral Date: 10-29-92  
Action Date: 10-29-92  
Created Date: 02-29-88  
Tank Status: A  
Owner Tank Id: 000434  
Swrcb Tank Id: 33-000-030920-000001  
Actv Date: 10-29-92  
Capacity: 150  
Tank Use: OIL  
Stg: W  
Content: WASTE OIL  
Number Of Tanks: 1

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### CA FID UST

**EDR ID:** S101589980      **DIST/DIR:** 0.165 WNW      **ELEVATION:** 1592      **MAP ID:** 3

**NAME:** EMWD MORENO #2 PUMPING PLANT      **Rev:** 10/31/1994  
**ADDRESS:** 24999 COTTONWOOD AVE      **ID/Status:** 33002020  
MORENO VALLEY, CA 92343  
RIVERSIDE  
**SOURCE:** CA California Environmental Protection Agency

CA FID UST:  
Facility ID: 33002020  
Regulated By: UTNKA  
Regulated ID: 00030920  
Cortese Code: Not reported  
SIC Code: Not reported  
Facility Phone: Not reported  
Mail To: Not reported  
Mailing Address: 24500 SAN JACINTO  
Mailing Address 2: Not reported  
Mailing City,St,Zip: MORENO VALLEY 92343  
Contact: Not reported  
Contact Phone: Not reported  
DUNs Number: Not reported  
NPDES Number: Not reported  
EPA ID: Not reported  
Comments: Not reported  
Status: Active

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### ENVIROSTOR

**EDR ID:** S108407586      **DIST/DIR:** 0.189 SSW      **ELEVATION:** 1580      **MAP ID:** 4

**NAME:** MORENO VALLEY REGIONAL LEARNING CENTER      **Rev:** 09/05/2013  
**ADDRESS:** NEC PERRIS BOULEVARD & BAY AVENUE      ID/Status: 60000502  
MORENO VALLEY, CA 92553      ID/Status: No Further Action  
RIVERSIDE  
**SOURCE:** CA Department of Toxic Substances Control

**ENVIROSTOR:**

Site Type: School Investigation  
Site Type Detailed: School  
Acres: 4.26  
NPL: NO  
Regulatory Agencies: SMBRP  
Lead Agency: SMBRP  
Program Manager: Not reported  
Supervisor: Shahir Haddad  
Division Branch: Southern California Schools & Brownfields Outreach  
Facility ID: 60000502  
Site Code: 404729  
Assembly: 61  
Senate: 31  
Special Program: Not reported  
Status: No Further Action  
Status Date: 05/21/2007  
Restricted Use: NO  
Site Mgmt. Req.: NONE SPECIFIED  
Funding: School District  
Latitude: 33.9213  
Longitude: -117.2254  
APN: NONE SPECIFIED  
Past Use: AGRICULTURAL - ROW CROPS, RESIDENTIAL AREA  
Potential COC: Under Investigation  
Confirmed COC: Under Investigation, Under Investigation  
Potential Description: SOIL  
Alias Name: 404729  
Alias Type: Project Code (Site Code)  
Alias Name: 60000502  
Alias Type: Envirostor ID Number

**Completed Info:**  
Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Preliminary Endangerment Assessment Workplan  
Completed Date: 03/08/2007  
Comments: TM approved for implementation.

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Preliminary Endangerment Assessment Report  
Completed Date: 05/21/2007  
Comments: DTSC issued a "No Further Action determination" based on the preliminary Environmental Assessment report.

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### ENVIROSTOR

**EDR ID:** S108407586      **DIST/DIR:** 0.189 SSW      **ELEVATION:** 1580      **MAP ID:** 4

**NAME:** MORENO VALLEY REGIONAL LEARNING CENTER      **Rev:** 09/05/2013  
**ADDRESS:** NEC PERRIS BOULEVARD & BAY AVENUE      ID/Status: 60000502  
 MORENO VALLEY, CA 92553      ID/Status: No Further Action  
 RIVERSIDE  
**SOURCE:** CA Department of Toxic Substances Control

Completed Area Name: PROJECT WIDE  
 Completed Sub Area Name: Not reported  
 Completed Document Type: Environmental Oversight Agreement  
 Completed Date: 12/11/2006  
 Comments: Not reported

Completed Area Name: PROJECT WIDE  
 Completed Sub Area Name: Not reported  
 Completed Document Type: Cost Recovery Closeout Memo  
 Completed Date: 06/07/2007  
 Comments: Project Complete.

Future Area Name: Not reported  
 Future Sub Area Name: Not reported  
 Future Document Type: Not reported  
 Future Due Date: Not reported  
 Schedule Area Name: Not reported  
 Schedule Sub Area Name: Not reported  
 Schedule Document Type: Not reported  
 Schedule Due Date: Not reported  
 Schedule Revised Date: Not reported

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

SCH

**EDR ID:** S108407586      **DIST/DIR:** 0.189 SSW      **ELEVATION:** 1580      **MAP ID:** 4

**NAME:** MORENO VALLEY REGIONAL LEARNING CENTER      **Rev:** 09/05/2013  
**ADDRESS:** NEC PERRIS BOULEVARD & BAY AVENUE      ID/Status: No Further Action  
 MORENO VALLEY, CA 92553      ID/Status: 60000502  
 RIVERSIDE      ID/Status: No Further Action  
**SOURCE:** CA Department of Toxic Substances Control

SCH:

Facility ID: 60000502  
 Site Type: School Investigation  
 Site Type Detail: School  
 Site Mgmt. Req.: NONE SPECIFIED  
 Acres: 4.26  
 National Priorities List: NO  
 Cleanup Oversight Agencies: SMBRP  
 Lead Agency: SMBRP  
 Lead Agency Description: DTSC - Site Cleanup Program  
 Project Manager: Not reported  
 Supervisor: Shahir Haddad  
 Division Branch: Southern California Schools & Brownfields Outreach  
 Site Code: 404729  
 Assembly: 61  
 Senate: 31  
 Special Program Status: Not reported  
 Status: No Further Action  
 Status Date: 05/21/2007  
 Restricted Use: NO  
 Funding: School District  
 Latitude: 33.9213  
 Longitude: -117.2254  
 APN: NONE SPECIFIED  
 Past Use: AGRICULTURAL - ROW CROPS, RESIDENTIAL AREA  
 Potential COC: Under Investigation  
 Confirmed COC: Under Investigation  
 Potential Description: SOIL  
 Alias Name: 404729  
 Alias Type: Project Code (Site Code)  
 Alias Name: 60000502  
 Alias Type: Envirostor ID Number

Completed Info:  
 Completed Area Name: PROJECT WIDE  
 Completed Sub Area Name: Not reported  
 Completed Document Type: Preliminary Endangerment Assessment Workplan  
 Completed Date: 03/08/2007  
 Comments: TM approved for implementation.

Completed Area Name: PROJECT WIDE  
 Completed Sub Area Name: Not reported  
 Completed Document Type: Preliminary Endangerment Assessment Report  
 Completed Date: 05/21/2007

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

SCH

**EDR ID:** S108407586      **DIST/DIR:** 0.189 SSW      **ELEVATION:** 1580      **MAP ID:** 4

**NAME:** MORENO VALLEY REGIONAL LEARNING CENTER      **Rev:** 09/05/2013  
**ADDRESS:** NEC PERRIS BOULEVARD & BAY AVENUE      ID/Status: No Further Action  
 MORENO VALLEY, CA 92553      ID/Status: 60000502  
 RIVERSIDE      ID/Status: No Further Action  
**SOURCE:** CA Department of Toxic Substances Control

Comments: DTSC issued a "No Further Action determination" based on the preliminary Environmental Assessment report.

Completed Area Name: PROJECT WIDE  
 Completed Sub Area Name: Not reported  
 Completed Document Type: Environmental Oversight Agreement  
 Completed Date: 12/11/2006  
 Comments: Not reported

Completed Area Name: PROJECT WIDE  
 Completed Sub Area Name: Not reported  
 Completed Document Type: Cost Recovery Closeout Memo  
 Completed Date: 06/07/2007  
 Comments: Project Complete.

Future Area Name: Not reported  
 Future Sub Area Name: Not reported  
 Future Document Type: Not reported  
 Future Due Date: Not reported  
 Schedule Area Name: Not reported  
 Schedule Sub Area Name: Not reported  
 Schedule Document Type: Not reported  
 Schedule Due Date: Not reported  
 Schedule Revised Date: Not reported

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S112896804      **DIST/DIR:** 0.199 SSW      **ELEVATION:** 1577      **MAP ID:** 5

**NAME:** INTOWN PROPERTIES INC/HUD      **Rev:** 12/31/2012  
**ADDRESS:** 25128 BAY AVE  
MORENO VALLEY, CA 92553

**SOURCE:** CA California Environmental Protection Agency

HAZNET:  
Year: 1998  
Gepaid: CAC001507075  
Contact: HUD  
Telephone: 7149577333  
Mailing Name: Not reported  
Mailing Address: 6850 BROCKTON AVE STE 215  
Mailing City,St,Zip: RIVERSIDE, CA 925060000  
Gen County: Not reported  
TSD EPA ID: CAD000088252  
TSD County: Not reported  
Waste Category: Household waste  
Disposal Method: Transfer Station  
Tons: .1066  
Facility County: Riverside

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

## UST

<b>EDR ID:</b> U003739295	<b>DIST/DIR:</b> 0.200 ENE	<b>ELEVATION:</b> 1585	<b>MAP ID:</b> A6
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<b>NAME:</b> COUNTY OF RIVERSIDE WASTE RESOURCES MANAGEMENT DISTRICT	<b>Revised:</b> 09/16/2013
<b>ADDRESS:</b> 25241 COTTONWOOD AVE MORENO VALLEY, CA 92553 RIVERSIDE	<b>ID/Status:</b> 270
<b>SOURCE:</b> CA SWRCB	

UST:  
 Facility ID: 270  
 Latitude: 33.92453  
 Longitude: -117.22028

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S113123225      **DIST/DIR:** 0.200 ENE      **ELEVATION:** 1585      **MAP ID:** A7

**NAME:** COUNTY OF RIVERSIDE FLEET SERVICES      **Rev:** 12/31/2012

**ADDRESS:** 25241 COTTONWOOD  
MORENO VALLEY, CA 92553

**SOURCE:** CA California Environmental Protection Agency

**HAZNET:**

Year: 2012  
Gepaid: CAL000262150  
Contact: DOUG BARACZ  
Telephone: 9099554650  
Mailing Name: Not reported  
Mailing Address: 5293 MISSION BLVD  
Mailing City,St,Zip: RIVERSIDE, CA 925090000  
Gen County: Riverside  
TSD EPA ID: CAD982444481  
TSD County: San Bernardino  
Waste Category: Not reported  
Disposal Method: Storage, Bulking, And/Or Transfer Off Site--No Treatment/Reovery  
(H010-H129) Or (H131-H135)  
Tons: 4.408  
Facility County: Riverside

Year: 2012  
Gepaid: CAL000262150  
Contact: DOUG BARACZ  
Telephone: 9099554650  
Mailing Name: Not reported  
Mailing Address: 5293 MISSION BLVD  
Mailing City,St,Zip: RIVERSIDE, CA 925090000  
Gen County: Riverside  
TSD EPA ID: CAD982444481  
TSD County: San Bernardino  
Waste Category: Not reported  
Disposal Method: Storage, Bulking, And/Or Transfer Off Site--No Treatment/Reovery  
(H010-H129) Or (H131-H135)  
Tons: 0.231  
Facility County: Riverside

Year: 2011  
Gepaid: CAL000262150  
Contact: DOUG BARACZ  
Telephone: 9099554650  
Mailing Name: Not reported  
Mailing Address: 5293 MISSION BLVD  
Mailing City,St,Zip: RIVERSIDE, CA 925090000  
Gen County: Not reported  
TSD EPA ID: CAD982444481  
TSD County: Not reported  
Waste Category: Aqueous solution with total organic residues less than 10 percent

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S113123225      **DIST/DIR:** 0.200 ENE      **ELEVATION:** 1585      **MAP ID:** A7

**NAME:** COUNTY OF RIVERSIDE FLEET SERVICES      **Rev:** 12/31/2012

**ADDRESS:** 25241 COTTONWOOD  
MORENO VALLEY, CA 92553

**SOURCE:** CA California Environmental Protection Agency

Disposal Method: Storage, Bulking, And/Or Transfer Off Site--No Treatment/Reovery  
(H010-H129) Or (H131-H135)

Tons: 0.21

Facility County: Riverside

Year: 2011

Gepaid: CAL000262150

Contact: DOUG BARACZ

Telephone: 9099554650

Mailing Name: Not reported

Mailing Address: 5293 MISSION BLVD

Mailing City,St,Zip: RIVERSIDE, CA 925090000

Gen County: Not reported

TSD EPA ID: CAD982444481

TSD County: Not reported

Waste Category: Waste oil and mixed oil

Disposal Method: Not reported

Tons: 0.684

Facility County: Riverside

Year: 2011

Gepaid: CAL000262150

Contact: DOUG BARACZ

Telephone: 9099554650

Mailing Name: Not reported

Mailing Address: 5293 MISSION BLVD

Mailing City,St,Zip: RIVERSIDE, CA 925090000

Gen County: Not reported

TSD EPA ID: CAD982444481

TSD County: Not reported

Waste Category: Waste oil and mixed oil

Disposal Method: Storage, Bulking, And/Or Transfer Off Site--No Treatment/Reovery  
(H010-H129) Or (H131-H135)

Tons: 2.66

Facility County: Riverside

[Click this hyperlink](#) while viewing on your computer to access  
15 additional CA\_HAZNET: record(s) in the EDR Site Report.

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S113087926      **DIST/DIR:** 0.200 ENE      **ELEVATION:** 1585      **MAP ID:** A8

**NAME:** RIVERSIDE COUNTY WASTE MANAGEMENT DEPT      **Rev:** 12/31/2012

**ADDRESS:** 25241 COTTONWOOD AVE  
MORENO VALLEY, CA 92553

**SOURCE:** CA California Environmental Protection Agency

**HAZNET:**

Year: 2003  
Gepaid: CAL000167676  
Contact: M HICKMAN/PROGRAM COORDINATOR  
Telephone: 9098463308  
Mailing Name: Not reported  
Mailing Address: 14310 FREDRICK ST  
Mailing City,St,Zip: MORENO VALLEY, CA 92553  
Gen County: Not reported  
TSD EPA ID: CAT000613927  
TSD County: Not reported  
Waste Category: Aqueous solution with total organic residues less than 10 percent  
Disposal Method: Transfer Station  
Tons: 0.07  
Facility County: Riverside

Year: 2002  
Gepaid: CAL000167676  
Contact: M HICKMAN/PROGRAM COORDINATOR  
Telephone: 9098463308  
Mailing Name: Not reported  
Mailing Address: 14310 FREDRICK ST  
Mailing City,St,Zip: MORENO VALLEY, CA 92553  
Gen County: Not reported  
TSD EPA ID: CAT000613927  
TSD County: Not reported  
Waste Category: Aqueous solution with total organic residues less than 10 percent  
Disposal Method: Transfer Station  
Tons: 0.3  
Facility County: Riverside

Year: 2002  
Gepaid: CAL000167676  
Contact: M HICKMAN/PROGRAM COORDINATOR  
Telephone: 9098463308  
Mailing Name: Not reported  
Mailing Address: 14310 FREDRICK ST  
Mailing City,St,Zip: MORENO VALLEY, CA 92553  
Gen County: Not reported  
TSD EPA ID: CAD982444481  
TSD County: Not reported  
Waste Category: Other empty containers 30 gallons or more  
Disposal Method: Transfer Station  
Tons: 0.3

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S113087926      **DIST/DIR:** 0.200 ENE      **ELEVATION:** 1585      **MAP ID:** A8

**NAME:** RIVERSIDE COUNTY WASTE MANAGEMENT DEPT      **Rev:** 12/31/2012

**ADDRESS:** 25241 COTTONWOOD AVE  
MORENO VALLEY, CA 92553

**SOURCE:** CA California Environmental Protection Agency

Facility County: Riverside

Year: 2002  
Gepaid: CAL000167676  
Contact: M HICKMAN/PROGRAM COORDINATOR  
Telephone: 9098463308  
Mailing Name: Not reported  
Mailing Address: 14310 FREDRICK ST  
Mailing City,St,Zip: MORENO VALLEY, CA 92553  
Gen County: Not reported  
TSD EPA ID: CAD982444481  
TSD County: Not reported  
Waste Category: Other organic solids  
Disposal Method: Transfer Station  
Tons: 0.7  
Facility County: Riverside

Year: 2001  
Gepaid: CAL000167676  
Contact: M HICKMAN/PROGRAM COORDINATOR  
Telephone: 9098463308  
Mailing Name: Not reported  
Mailing Address: 14310 FREDRICK ST  
Mailing City,St,Zip: MORENO VALLEY, CA 92553  
Gen County: Not reported  
TSD EPA ID: CAD008252405  
TSD County: Not reported  
Waste Category: Waste oil and mixed oil  
Disposal Method: Recycler  
Tons: 1.18  
Facility County: Riverside

[Click this hyperlink](#) while viewing on your computer to access  
9 additional CA\_HAZNET: record(s) in the EDR Site Report.

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S104160749      **DIST/DIR:** 0.200 ENE      **ELEVATION:** 1585      **MAP ID:** A9

**NAME:** SUNNYMEAD DISTRICT MAINT. YARD

**Rev:** 09/16/2013

**ADDRESS:** 25241 COTTONWOOD AVE  
MORENO VALLEY, CA 92388  
RIVERSIDE

**ID/Status:** Case Closed

**SOURCE:** CA State Water Resources Control Board

**LUST REG 8:**

Region: 8  
County: Riverside  
Regional Board: Santa Ana Region  
Facility Status: Case Closed  
Case Number: 083300979T  
Local Case Num: Not reported  
Case Type: Soil only  
Substance: Diesel  
Qty Leaked: Not reported  
Abate Method: Not reported  
Cross Street: PERRIS  
Enf Type: Not reported  
Funding: Not reported  
How Discovered: Tank Closure  
How Stopped: Not reported  
Leak Cause: Overfill  
Leak Source: UNK  
Global ID: T0606500098  
How Stopped Date: Not reported  
Enter Date: 8/1/1988  
Review Date: Not reported  
Prelim Assess: Not reported  
Discover Date: 6/9/1988  
Enforcement Date: Not reported  
Close Date: 11/14/1991  
Workplan: Not reported  
Pollution Char: 8/15/1988  
Remed Plan: Not reported  
Remed Action: Not reported  
Monitoring: Not reported  
Enter Date: 8/1/1988  
GW Qualifies: Not reported  
Soil Qualifies: Not reported  
Operator: Not reported  
Facility Contact: Not reported  
Interim: Not reported  
Oversite Program: LUST  
Latitude: 33.9244172  
Longitude: -117.2196525  
MTBE Date: Not reported  
Max MTBE GW: Not reported  
MTBE Concentration: 0  
Max MTBE Soil: Not reported

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S104160749      **DIST/DIR:** 0.200 ENE      **ELEVATION:** 1585      **MAP ID:** A9

**NAME:** SUNNYMEAD DISTRICT MAINT. YARD

**Rev:** 09/16/2013

**ADDRESS:** 25241 COTTONWOOD AVE  
MORENO VALLEY, CA 92388  
RIVERSIDE

**ID/Status:** Case Closed

**SOURCE:** CA State Water Resources Control Board

MTBE Fuel: 0  
MTBE Tested: Not Required to be Tested.  
MTBE Class: \*  
Staff: PAH  
Staff Initials: UNK  
Lead Agency: Local Agency  
Local Agency: 33000L  
Hydr Basin #: SAN JACINTO (8-5)  
Beneficial: Not reported  
Priority: Not reported  
Cleanup Fund Id: Not reported  
Work Suspended: Not reported  
Summary: Not reported

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S103646618      **DIST/DIR:** 0.200 ENE      **ELEVATION:** 1585      **MAP ID:** A10

**NAME:** SUNNYMEAD DISTRICT MAINT.

**Rev:** 09/16/2013

**ADDRESS:** 25241 COTTONWOOD  
MORENO, CA 92388  
RIVERSIDE

**ID/Status:** Completed - Case Closed

**SOURCE:** CA State Water Resources Control Board

**LUST:**

Region: STATE  
Global Id: T0606500098  
Latitude: 33.9245703  
Longitude: -117.2181226  
Case Type: LUST Cleanup Site  
Status: Completed - Case Closed  
Status Date: 11/14/1991  
Lead Agency: SANTA ANA RWQCB (REGION 8)  
Case Worker: PAH  
Local Agency: RIVERSIDE COUNTY LOP  
RB Case Number: 083300979T  
LOC Case Number: Not reported  
File Location: Not reported  
Potential Media Affect: Soil  
Potential Contaminants of Concern: Diesel  
Site History: Not reported

[Click here to access the California GeoTracker records for this facility:](#)

**Contact:**

Global Id: T0606500098  
Contact Type: Local Agency Caseworker  
Contact Name: UNK  
Organization Name: RIVERSIDE COUNTY LOP  
Address: 3880 LEMON ST SUITE 200  
City: RIVERSIDE  
Email: Not reported  
Phone Number: Not reported

**Status History:**

Global Id: T0606500098  
Status: Completed - Case Closed  
Status Date: 11/14/1991

Global Id: T0606500098  
Status: Open - Case Begin Date  
Status Date: 06/09/1988

Global Id: T0606500098  
Status: Open - Site Assessment  
Status Date: 08/15/1988

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S103646618      **DIST/DIR:** 0.200 ENE      **ELEVATION:** 1585      **MAP ID:** A10

**NAME:** SUNNYMEAD DISTRICT MAINT.

**Rev:** 09/16/2013

**ADDRESS:** 25241 COTTONWOOD  
MORENO, CA 92388  
RIVERSIDE

**ID/Status:** Completed - Case Closed

**SOURCE:** CA State Water Resources Control Board

**Regulatory Activities:**

Global Id: T0606500098

Action Type: Other

Date: 01/01/1950

Action: Leak Reported

Global Id: T0606500098

Action Type: Other

Date: 01/01/1950

Action: Leak Discovery

Global Id: T0606500098

Action Type: ENFORCEMENT

Date: 11/14/1991

Action: Closure/No Further Action Letter

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S113091706      **DIST/DIR:** 0.248 NW      **ELEVATION:** 1596      **MAP ID:** B11

**NAME:** FAMILY DENTAL CARE      **Rev:** 12/31/2012

**ADDRESS:** 13373 PERRIS BLVD, #306-D  
MORENO VALLEY, CA 92553

**SOURCE:** CA California Environmental Protection Agency

**HAZNET:**

Year: 1998  
Gepaid: CAL000174282  
Contact: PETER PAUL FELICIANO, DMD  
Telephone: 9094852860  
Mailing Name: Not reported  
Mailing Address: 13373 PERRIS BLVD # 306-D  
Mailing City,St,Zip: MORENO VALLEY, CA 925530000  
Gen County: Not reported  
TSD EPA ID: CAD983604000  
TSD County: Not reported  
Waste Category: Photochemicals/photoprocessing waste  
Disposal Method: Recycler  
Tons: .0374  
Facility County: Riverside

Year: 1997  
Gepaid: CAL000174282  
Contact: PETER PAUL FELICIANO, DMD  
Telephone: 9094852860  
Mailing Name: Not reported  
Mailing Address: 13373 PERRIS BLVD # 306-D  
Mailing City,St,Zip: MORENO VALLEY, CA 925530000  
Gen County: Not reported  
TSD EPA ID: CAD983604000  
TSD County: Not reported  
Waste Category: Photochemicals/photoprocessing waste  
Disposal Method: Recycler  
Tons: .0125  
Facility County: Riverside

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S113048474      **DIST/DIR:** 0.248 NW      **ELEVATION:** 1596      **MAP ID:** B12

**NAME:** TALBERT MORENO VALLEY DENTAL      **Rev:** 12/31/2012  
**ADDRESS:** 13373 PERRIS BLVD  
MORENO VALLEY, CA 92388

**SOURCE:** CA California Environmental Protection Agency

**HAZNET:**

Year: 1997  
Gepaid: CAL000069646  
Contact: TALBERT MEDICAL MGMT CORP  
Telephone: 7144364818  
Mailing Name: Not reported  
Mailing Address: 3540 HOWARD WAY  
Mailing City,St,Zip: COSTA MESA, CA 926261417  
Gen County: Not reported  
TSD EPA ID: CAD981402522  
TSD County: Not reported  
Waste Category: Metal sludge (Alkaline solution (pH >= 12.5) with metals)  
Disposal Method: Recycler  
Tons: .0125  
Facility County: Riverside

Year: 1993  
Gepaid: CAL000069646  
Contact: TALBERT MEDICAL MGMT CORP  
Telephone: 7144364818  
Mailing Name: Not reported  
Mailing Address: 3540 HOWARD WAY  
Mailing City,St,Zip: COSTA MESA, CA 926261417  
Gen County: Not reported  
TSD EPA ID: CAL000051063  
TSD County: Not reported  
Waste Category: Metal sludge (Alkaline solution (pH >= 12.5) with metals)  
Disposal Method: Recycler  
Tons: 6.00000000000  
Facility County: Riverside

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S113054670      **DIST/DIR:** 0.248 NW      **ELEVATION:** 1596      **MAP ID:** B13

**NAME:** TALBERT MORENO VALLEY MEDICAL      **Rev:** 12/31/2012  
**ADDRESS:** 13373 PERRIS BLVD  
MORENO VALLEY, CA 92388

**SOURCE:** CA California Environmental Protection Agency

HAZNET:  
Year: 1993  
Gepaid: CAL000087652  
Contact: TALBERT MEDICAL MGMT CORP  
Telephone: 7144364800  
Mailing Name: Not reported  
Mailing Address: 3540 HOWARD WAY  
Mailing City,St,Zip: COSTA MESA, CA 926261417  
Gen County: Not reported  
TSD EPA ID: CAL000051063  
TSD County: Not reported  
Waste Category: Metal sludge (Alkaline solution (pH >= 12.5) with metals)  
Disposal Method: Recycler  
Tons: 6.090000000000  
Facility County: Riverside

Year: 1993  
Gepaid: CAL000087652  
Contact: TALBERT MEDICAL MGMT CORP  
Telephone: 7144364800  
Mailing Name: Not reported  
Mailing Address: 3540 HOWARD WAY  
Mailing City,St,Zip: COSTA MESA, CA 926261417  
Gen County: Not reported  
TSD EPA ID: CAL000051063  
TSD County: Not reported  
Waste Category: Photochemicals/photoprocessing waste  
Disposal Method: Recycler  
Tons: 0  
Facility County: Riverside

Year: 1993  
Gepaid: CAL000087652  
Contact: TALBERT MEDICAL MGMT CORP  
Telephone: 7144364800  
Mailing Name: Not reported  
Mailing Address: 3540 HOWARD WAY  
Mailing City,St,Zip: COSTA MESA, CA 926261417  
Gen County: Not reported  
TSD EPA ID: CAL000051063  
TSD County: Not reported  
Waste Category: Not reported  
Disposal Method: Recycler  
Tons: 0

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

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HAZNET

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**EDR ID:** S113054670      **DIST/DIR:** 0.248 NW      **ELEVATION:** 1596      **MAP ID:** B13

**NAME:** TALBERT MORENO VALLEY MEDICAL      **Rev:** 12/31/2012  
**ADDRESS:** 13373 PERRIS BLVD  
MORENO VALLEY, CA 92388

**SOURCE:** CA California Environmental Protection Agency

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Facility County: Riverside

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### HAZNET

**EDR ID:** S113775179      **DIST/DIR:** 0.250 WSW      **ELEVATION:** 1585      **MAP ID:** 14

**NAME:** BETH MENDOZA      **Rev:** 12/31/2012

**ADDRESS:** 24933 BRANCH ST  
MORENO VALLEY, CA 92553  
RIVERSIDE

**SOURCE:** CA California Environmental Protection Agency

**HAZNET:**

Year: 2012

Gepaid: CAC002687984

Contact: BETH MENDOZA

Telephone: 9518093182

Mailing Name: Not reported

Mailing Address: 24933 BRANCH ST

Mailing City,St,Zip: MORENO VALLEY, CA 92553

Gen County: Riverside

TSD EPA ID: AZC950823111

TSD County: 99

Waste Category: Not reported

Disposal Method: Landfill Or Surface Impoundment That Will Be Closed As Landfill( To  
Include On-Site Treatment And/Or Stabilization)

Tons: 0.4

Facility County: Riverside

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

**LUST:**

Region: STATE

Global Id: T0606547819

Latitude: 33.927996679

Longitude: -117.226604839

Case Type: LUST Cleanup Site

Status: Completed - Case Closed

Status Date: 06/26/2013

Lead Agency: RIVERSIDE COUNTY LOP

Case Worker: LS

Local Agency: RIVERSIDE COUNTY LOP

RB Case Number: Not reported

LOC Case Number: 200420809

File Location: Local Agency Warehouse

Potential Media Affect: Aquifer used for drinking water supply

Potential Contaminants of Concern: Gasoline

Site History: \*\*\*Data prior to 2005 does not appear in GeoTracker. Consult agency

file for all site data\*\*\* On September 16, 1998, two 10,000-gallon single-walled gasoline USTs and associated product piping and fuel dispensers were removed and replaced at the site. Significant concentrations of TPHg (up to 2,800 ppm), benzene (up to 16 ppm) and MTBE (up to 63 ppm) were reported in the soil samples collected beneath the southeastern portion of the UST cavity. TPHg, BTEX, and MTBE were not reported in the soil samples collected beneath the former fuel dispensers. Approximately 1,238 tons of soil was excavated and transported off-site. In June 2004, five soil borings (B1 through B5) were completed at the site as part of due diligence assessment activities. With the exception of concentrations of TPHg (0.2 ppm) and MTBE (0.11 ppm) reported in the soil sample analyzed from boring B2, TPHg, BTEX and fuel oxygenates were not detected. The site was placed into LOP. In April 2005, one vertical exploratory soil boring (SB-1) and three angle exploratory soil borings (AB-1 through AB-3) were advanced. Boring SB-1 was drilled vertically to approximately 60 bgs near the northeast corner of the UST cavity. Boring AB-1 was drilled beneath the USTs at an approximate angle of 18 degrees to 62 feet bgs (65 feet bgs along axis of the auger). Boring AB-2 was drilled at 21 degrees to 57.7 feet bgs (61 feet bgs along axis of auger). Angle boring AB-3 was drilled at an approximate angle of 20 degrees to 59.5 feet bgs (62 feet bgs along axis of the auger). Groundwater was encountered during drilling at depths ranging from approximately 55 to 60 feet bgs. Petroleum hydrocarbons were reported in soil and groundwater samples. TPHg concentrations were reported in soil samples ranging from 0.4 ppm (AB3@33) to 41 ppm (AB1@60). BTEX were not detected in any soil samples collected from

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

borings SB-1, AB-1 and AB-2, and between the 5 and 40 feet bgs in the soil samples collected from boring AB-3. MTBE was detected at concentrations ranging between 0.013 ppm (AB1@35) and 40 ppm (AB1@60). TPHg was reported at concentrations of 170,000 ppb and 18 ppb in groundwater hypodermis samples HP1@63 and SB1-HP1-60, respectively. Dissolved BTEX were not reported in the groundwater samples from borings AB-1 and SB-1. Dissolved MTBE was reported at concentrations of 32,000 ppb and 8,100 ppb in groundwater at HP1@63 and SB1-HP1-60, respectively. Between May 30 and June 1, 2006, groundwater monitoring wells MW-1 through MW-4 were installed. TPHg was detected in soil from each of the soil borings at depths ranging from 26 to 61 feet bgs with a maximum concentration of 120 ppm. MTBE was detected in soil from each of the soil borings at depths ranging from 46 to 61 feet bgs with a maximum concentration of 1.6 ppm. TBA was detected in soil from borings MW-2 and MW-4 with a maximum concentration of 0.90 ppm. Several volatile organic compounds (VOCs) were reported in borings MW-2, MW-3, and MW-4. MTBE in groundwater was reported in each well at concentrations ranging from 110 ppb to 2,000 ppb. TBA was reported in wells MW-2, MW-3, and MW-4 at concentrations of 7,700 ppb, 1,300 ppb, and 2,100 ppb respectively. TPHg, BTEX, the other fuel oxygenates and full-scan VOCs were not detected. On April 30 and May 8, 2007, two groundwater monitoring wells (MW-5 and MW-6) were completed to a depth of 60 feet bgs and three soil vapor extraction (SVE) wells (SVE-1 through SVE-3) were completed to depths of 45 feet, 30 feet, and 45 feet bgs, respectively. Groundwater was encountered at approximately Soil samples and groundwater samples were non-detect. Three SVE wells (SVE-1 through SVE-3) were installed in May, 2007. From May 14 to 19, 2007, a five day SVE pilot test was conducted. At the end of the 5-day event, influent TPHg concentrations were reported as 240 and 120 ppmv for wells SVE-1 and SVE-3, benzene concentrations were 4.1 and 2.0 ppmv for wells SVE-1 and SVE-3, and influent M

[Click here to access the California GeoTracker records for this facility:](#)

Contact:  
Global Id: T0606547819  
Contact Type: Local Agency Caseworker  
Contact Name: LINDA SHURLOW  
Organization Name: RIVERSIDE COUNTY LOP  
Address: 47950 Arabia Street, Suite A  
City: Indio  
Email: lshurlow@rivcocha.org  
Phone Number: 7608637570

- Continued on next page -

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

Global Id: T0606547819  
Contact Type: Regional Board Caseworker  
Contact Name: NANCY OLSON-MARTIN  
Organization Name: SANTA ANA RWQCB (REGION 8)  
Address: 3737 MAIN STREET, SUITE 500  
City: RIVERSIDE  
Email: nolson-martin@waterboards.ca.gov  
Phone Number: Not reported

**Status History:**

Global Id: T0606547819  
Status: Completed - Case Closed  
Status Date: 06/26/2013

Global Id: T0606547819  
Status: Open - Case Begin Date  
Status Date: 06/10/2004

Global Id: T0606547819  
Status: Open - Eligible for Closure  
Status Date: 03/04/2013

Global Id: T0606547819  
Status: Open - Remediation  
Status Date: 05/14/2007

Global Id: T0606547819  
Status: Open - Remediation  
Status Date: 05/14/2007

Global Id: T0606547819  
Status: Open - Remediation  
Status Date: 05/14/2007

Global Id: T0606547819  
Status: Open - Remediation  
Status Date: 05/14/2007

Global Id: T0606547819  
Status: Open - Remediation  
Status Date: 01/02/2008

Global Id: T0606547819  
Status: Open - Remediation

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

Status Date: 02/28/2008

Global Id: T0606547819  
Status: Open - Remediation  
Status Date: 03/24/2008

Global Id: T0606547819  
Status: Open - Remediation  
Status Date: 05/12/2010

Global Id: T0606547819  
Status: Open - Site Assessment  
Status Date: 07/01/2004

Global Id: T0606547819  
Status: Open - Site Assessment  
Status Date: 08/04/2004

Global Id: T0606547819  
Status: Open - Site Assessment  
Status Date: 05/12/2010

Regulatory Activities:  
Global Id: T0606547819  
Action Type: ENFORCEMENT  
Date: 04/03/2008  
Action: File review

Global Id: T0606547819  
Action Type: ENFORCEMENT  
Date: 03/04/2013  
Action: Notification - Public Notice of Case Closure - #RCDEH 030413

Global Id: T0606547819  
Action Type: ENFORCEMENT  
Date: 01/25/2012  
Action: Staff Letter - #RCDEH 012512

Global Id: T0606547819  
Action Type: Other  
Date: 01/01/1950  
Action: Leak Stopped

Global Id: T0606547819

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

Action Type: ENFORCEMENT

Date: 03/24/2008

Action: Staff Letter - #032408

Global Id: T0606547819

Action Type: Other

Date: 01/01/1950

Action: Leak Discovery

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 07/31/2009

Action: Staff Letter - #RCDEH073109

Global Id: T0606547819

Action Type: Other

Date: 01/01/1950

Action: Leak Reported

Global Id: T0606547819

Action Type: RESPONSE

Date: 07/08/2013

Action: Well Destruction Report - Regulator Responded

Global Id: T0606547819

Action Type: REMEDIATION

Date: 01/01/1950

Action: Soil Vapor Extraction (SVE)

Global Id: T0606547819

Action Type: RESPONSE

Date: 08/26/2011

Action: Other Workplan

Global Id: T0606547819

Action Type: RESPONSE

Date: 10/15/2007

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: RESPONSE

Date: 01/15/2012

Action: Monitoring Report - Quarterly

Global Id: T0606547819

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

Action Type: RESPONSE  
Date: 03/16/2012  
Action: Verbal Communication

Global Id: T0606547819  
Action Type: RESPONSE  
Date: 04/15/2008  
Action: CAP/RAP - Final Remediation / Design Plan

Global Id: T0606547819  
Action Type: ENFORCEMENT  
Date: 09/09/2008  
Action: File review

Global Id: T0606547819  
Action Type: ENFORCEMENT  
Date: 09/30/2009  
Action: Meeting

Global Id: T0606547819  
Action Type: RESPONSE  
Date: 04/15/2011  
Action: Monitoring Report - Annually

Global Id: T0606547819  
Action Type: RESPONSE  
Date: 07/15/2009  
Action: Monitoring Report - Quarterly

Global Id: T0606547819  
Action Type: RESPONSE  
Date: 10/15/2011  
Action: Monitoring Report - Quarterly

Global Id: T0606547819  
Action Type: RESPONSE  
Date: 07/15/2007  
Action: Monitoring Report - Quarterly

Global Id: T0606547819  
Action Type: RESPONSE  
Date: 04/15/2012  
Action: Monitoring Report - Annually

Global Id: T0606547819

- Continued on next page -

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

Action Type: RESPONSE

Date: 10/15/2010

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: RESPONSE

Date: 10/15/2009

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: RESPONSE

Date: 01/15/2010

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: RESPONSE

Date: 04/15/2010

Action: Monitoring Report - Annually

Global Id: T0606547819

Action Type: RESPONSE

Date: 07/15/2010

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: RESPONSE

Date: 01/15/2011

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 07/07/2011

Action: Staff Letter - #RCDEH 070711

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 06/27/2011

Action: Meeting

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 02/14/2013

Action: LOP Case Closure Summary to RB - #RCDEH 021413

Global Id: T0606547819

- Continued on next page -

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

Action Type: ENFORCEMENT

Date: 03/01/2012

Action: Meeting

Global Id: T0606547819

Action Type: RESPONSE

Date: 05/20/2013

Action: Respond to Petition

Global Id: T0606547819

Action Type: RESPONSE

Date: 03/25/2013

Action: Other Report / Document

Global Id: T0606547819

Action Type: RESPONSE

Date: 02/01/2011

Action: Pilot Study / Treatability Workplan

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 09/18/2007

Action: Staff Letter - #RCDEH 091807

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 05/23/2007

Action: File review

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 02/28/2008

Action: Staff Letter - #022808

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 02/19/2008

Action: Technical Correspondence / Assistance / Other - #021908

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 03/09/2009

Action: File review

Global Id: T0606547819

- Continued on next page -

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

Action Type: ENFORCEMENT

Date: 06/08/2010

Action: Meeting

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 07/16/2008

Action: File review

Global Id: T0606547819

Action Type: RESPONSE

Date: 10/15/2012

Action: Monitoring Report - Quarterly

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 06/22/2009

Action: Staff Letter - #Riv Co 062209

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 03/04/2013

Action: Staff Letter - #RCDEH 030413

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 06/26/2013

Action: Closure/No Further Action Letter - #RCDEH Closure Documents

Global Id: T0606547819

Action Type: ENFORCEMENT

Date: 12/07/2010

Action: Staff Letter - #RCDEH 120710

Global Id: T0606547819

Action Type: RESPONSE

Date: 12/21/2007

Action: Corrective Action Plan / Remedial Action Plan

Global Id: T0606547819

Action Type: RESPONSE

Date: 01/15/2008

Action: Monitoring Report - Quarterly

Global Id: T0606547819

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



# Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

## LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872      **Rev:** 09/16/2013  
**ADDRESS:** 13261 PERRIS BLVD.      ID/Status: Completed - Case Closed  
MORENO VALLEY, CA      ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

Action Type: RESPONSE  
Date: 07/15/2011  
Action: Monitoring Report - Quarterly

Global Id: T0606547819  
Action Type: REMEDIATION  
Date: 01/01/1950  
Action: Soil Vapor Extraction (SVE)

Global Id: T0606547819  
Action Type: REMEDIATION  
Date: 01/01/1950  
Action: Excavation

Global Id: T0606547819  
Action Type: RESPONSE  
Date: 04/15/2009  
Action: Monitoring Report - Quarterly

Global Id: T0606547819  
Action Type: RESPONSE  
Date: 12/15/2008  
Action: Monitoring Report - Quarterly

Global Id: T0606547819  
Action Type: RESPONSE  
Date: 04/15/2007  
Action: Monitoring Report - Quarterly

Global Id: T0606547819  
Action Type: RESPONSE  
Date: 01/15/2013  
Action: Monitoring Report - Quarterly

Global Id: T0606547819  
Action Type: RESPONSE  
Date: 09/02/2008  
Action: Monitoring Report - Quarterly

RIVERSIDE CO. LUST:  
Region: RIVERSIDE  
Facility ID: 200420809  
Employee: Shurlow-LOP

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S108201615      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C15

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA

ID/Status: Completed - Case Closed  
ID/Status: 200420809

**SOURCE:** CA State Water Resources Control Board

Site Closed: Yes  
Case Type: Drinking Water Aquifer affected  
Facility Status: closed/action completed

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S106567753      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C16

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA 92553  
RIVERSIDE

**ID/Status:** Leak being confirmed

**SOURCE:** CA State Water Resources Control Board

**LUST REG 8:**

Region: 8  
County: Riverside  
Regional Board: Santa Ana Region  
Facility Status: Leak being confirmed  
Case Number: Not reported  
Local Case Num: 200420809  
Case Type: Undefined  
Substance: Gasoline  
Qty Leaked: Not reported  
Abate Method: Not reported  
Cross Street: DRACEA AVE.  
Enf Type: Not reported  
Funding: LOPS  
How Discovered: Subsurface Monitoring  
How Stopped: Other Means  
Leak Cause: UNK  
Leak Source: UNK  
Global ID: T0606547819  
How Stopped Date: Not reported  
Enter Date: Not reported  
Review Date: 8/3/2004  
Prelim Assess: Not reported  
Discover Date: 6/10/2004  
Enforcement Date: Not reported  
Close Date: Not reported  
Workplan: Not reported  
Pollution Char: Not reported  
Remed Plan: Not reported  
Remed Action: Not reported  
Monitoring: Not reported  
Enter Date: Not reported  
GW Qualifies: Not reported  
Soil Qualifies: Not reported  
Operator: Not reported  
Facility Contact: Not reported  
Interim: Not reported  
Oversite Program: LUST  
Latitude: 0  
Longitude: 0  
MTBE Date: Not reported  
Max MTBE GW: Not reported  
MTBE Concentration: 0  
Max MTBE Soil: Not reported

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S106567753      **DIST/DIR:** 0.342 NNW      **ELEVATION:** 1601      **MAP ID:** C16

**NAME:** CIRCLE K #0872

**Rev:** 09/16/2013

**ADDRESS:** 13261 PERRIS BLVD.  
MORENO VALLEY, CA 92553  
RIVERSIDE

ID/Status: Leak being confirmed

**SOURCE:** CA State Water Resources Control Board

MTBE Fuel: 1  
MTBE Tested: Site NOT Tested for MTBE. Includes Unknown and Not Analyzed.  
MTBE Class: \*  
Staff: NOM  
Staff Initials: SCB  
Lead Agency: Local Agency  
Local Agency: 33000L  
Hydr Basin #: Not reported  
Beneficial: Not reported  
Priority: Not reported  
Cleanup Fund Id: Not reported  
Work Suspended: Not reported  
Summary: Not reported

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### ENVIROSTOR

**EDR ID:** S105628794      **DIST/DIR:** 0.369 WSW      **ELEVATION:** 1582      **MAP ID:** 17

**NAME:** BAY AVENUE ELEMENTARY SCHOOL

**Rev:** 09/05/2013

**ADDRESS:** 24801 BAY AVENUE  
MORENO VALLEY, CA 92553  
RIVERSIDE

ID/Status: 33820010

ID/Status: No Further Action

**SOURCE:** CA Department of Toxic Substances Control

**ENVIROSTOR:**

Site Type: School Investigation

Site Type Detailed: School

Acres: 8

NPL: NO

Regulatory Agencies: DTSC

Lead Agency: DTSC

Program Manager: Not reported

Supervisor: Javier Hinojosa

Division Branch: Southern California Schools & Brownfields Outreach

Facility ID: 33820010

Site Code: 404308

Assembly: 61

Senate: 31

Special Program: Not reported

Status: No Further Action

Status Date: 08/19/2003

Restricted Use: NO

Site Mgmt. Req.: NONE SPECIFIED

Funding: School District

Latitude: 33.91837

Longitude: -117.2151

APN: NONE SPECIFIED

Past Use: \* EDUCATIONAL SERVICES, AGRICULTURAL - ROW CROPS

Potential COC: DDD, DDE, DDT

Confirmed COC: DDD, DDE, DDT, 30006-NO, 30007-NO, 30008-NO

Potential Description: SOIL

Alias Name: AKA: RAMONA ELEM SCHOOL

Alias Type: Alternate Name

Alias Name: BAY AVENUE ELEMENTARY SCHOOL

Alias Type: Alternate Name

Alias Name: MORENO VALLEY UNIFIED SCHOOL DISTRICT

Alias Type: Alternate Name

Alias Name: MORENO VALLEY USD-BAY AVENUE ELEM SCHOOL

Alias Type: Alternate Name

Alias Name: 404308

Alias Type: Project Code (Site Code)

Alias Name: 33820010

Alias Type: Envirostor ID Number

**Completed Info:**

Completed Area Name: PROJECT WIDE

Completed Sub Area Name: Not reported

Completed Document Type: Site Inspections/Visit (Non LUR)

Completed Date: 03/14/2002

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### ENVIROSTOR

**EDR ID:** S105628794      **DIST/DIR:** 0.369 WSW      **ELEVATION:** 1582      **MAP ID:** 17

**NAME:** BAY AVENUE ELEMENTARY SCHOOL

**Rev:** 09/05/2013

**ADDRESS:** 24801 BAY AVENUE  
MORENO VALLEY, CA 92553  
RIVERSIDE

ID/Status: 33820010

ID/Status: No Further Action

**SOURCE:** CA Department of Toxic Substances Control

Comments: Not reported

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Cost Recovery Closeout Memo  
Completed Date: 09/08/2003  
Comments: Not reported

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Environmental Oversight Agreement  
Completed Date: 01/31/2002  
Comments: Not reported

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Preliminary Endangerment Assessment Report  
Completed Date: 08/19/2003  
Comments: Not reported

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Technical Report  
Completed Date: 05/10/2002  
Comments: Not reported

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: \* Workplan  
Completed Date: 12/24/2002  
Comments: Not reported

Future Area Name: Not reported  
Future Sub Area Name: Not reported  
Future Document Type: Not reported  
Future Due Date: Not reported  
Schedule Area Name: Not reported  
Schedule Sub Area Name: Not reported  
Schedule Document Type: Not reported  
Schedule Due Date: Not reported  
Schedule Revised Date: Not reported

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S100944817      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D18

**NAME:** TOSCO/ 76 STATION #6962

**Rev:** 09/16/2013

**ADDRESS:** 25020

ID/Status: Preliminary site assessment underway

MORENO VALLEY, CA 92553

RIVERSIDE

**SOURCE:** CA State Water Resources Control Board

**LUST REG 8:**

Region: 8

County: Riverside

Regional Board: Santa Ana Region

Facility Status: Preliminary site assessment underway

Case Number: 083303232T

Local Case Num: 980609

Case Type: Aquifer affected

Substance: Gasoline

Qty Leaked: Not reported

Abate Method: Not reported

Cross Street: PERRIS

Enf Type: Not reported

Funding: Not reported

How Discovered: Not reported

How Stopped: Not reported

Leak Cause: Not reported

Leak Source: Not reported

Global ID: T0606500535

How Stopped Date: Not reported

Enter Date: 9/25/1998

Review Date: Not reported

Prelim Assess: 3/16/2000

Discover Date: 7/16/1998

Enforcement Date: Not reported

Close Date: Not reported

Workplan: Not reported

Pollution Char: Not reported

Remed Plan: Not reported

Remed Action: Not reported

Monitoring: Not reported

Enter Date: 9/25/1998

GW Qualifies: =

Soil Qualifies: =

Operator: Not reported

Facility Contact: Not reported

Interim: Not reported

Oversite Program: LUST

Latitude: 33.9172373

Longitude: -117.2260607

MTBE Date: 7/29/2002

Max MTBE GW: 59000

MTBE Concentration: 2

Max MTBE Soil: .4

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S100944817      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D18

**NAME:** TOSCO/ 76 STATION #6962

**Rev:** 09/16/2013

**ADDRESS:** 25020

ID/Status: Preliminary site assessment underway

MORENO VALLEY, CA 92553

RIVERSIDE

**SOURCE:** CA State Water Resources Control Board

MTBE Fuel: 1

MTBE Tested: MTBE Detected. Site tested for MTBE & MTBE detected

MTBE Class: B

Staff: NOM

Staff Initials: UNK

Lead Agency: Local Agency

Local Agency: 33000L

Hydr Basin #: SAN JACINTO (8-5)

Beneficial: Not reported

Priority: Not reported

Cleanup Fund Id: Not reported

Work Suspended: Not reported

Summary: Not reported

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

**LUST:**

Region: STATE  
Global Id: T0606500535  
Latitude: 33.9172373  
Longitude: -117.2260607  
Case Type: LUST Cleanup Site  
Status: Completed - Case Closed  
Status Date: 12/09/2010  
Lead Agency: RIVERSIDE COUNTY LOP  
Case Worker: SCB  
Local Agency: RIVERSIDE COUNTY LOP  
RB Case Number: 083303232T  
LOC Case Number: 980609  
File Location: Local Agency Warehouse  
Potential Media Affect: Aquifer used for drinking water supply  
Potential Contaminants of Concern: Gasoline  
Site History: \*\*\*Data prior to 2005 does not appear in GeoTracker. Consult agency file for all site data\*\*\* September 1997 Soil Gas Survey: eight soil vapor samples were collected at the Site at a depth of approximately 3 feet bgs. The highest vapor concentrations detected were 941 ppmv TPHg and 1,940 ppbv benzene. MTBE was analyzed using GC method at 218,000 ppbv and GS/MC method at 844,000 ppbv. June 1998 UST System Upgrade: the USTs and fuel distribution system was upgraded with the installation of spill containment sumps on the fuel USTs, fill and vapor vent ports, spill containment beneath the dispensers, and replacement of fuel system product lines. Soil samples were collected from beneath the dispensers and product lines. The highest concentration detected in soil was 5,200 ppm TPHg from DI-3 at 2 feet bgs. October 1998 Soil Boring: One angle-boring (B-1) was drilled to a linear depth of 60 feet at an angle of approximately 10 degrees. The highest concentrations detected in soil were 0.87 ppm MTBE at 35 feet bgs, and 0.030 ppm total xylenes at 40 feet bgs. No TPHg, benzene, toluene, or ethyl-benzene were detected in any sample analyzed from boring B-1 December 1999 Site Investigation: Groundwater monitoring wells MW-1, MW-2, and MW-3 were installed to depths of 60 feet bgs. MTBE was detected in soil from MW-3 at concentrations of 0.092 ppm at 20 feet bgs and 0.44 ppm at 30 feet bgs. No other concentrations were detected in any of the soil samples. The highest concentrations detected in groundwater were 1,500 ppb TPHg and 2,200 ppb MTBE from well MW-3. February 2001 Site Investigation: Monitoring wells MW-4, MW-5, and MW-6 were installed to a depth of 60 feet bgs each. Maximum concentrations detected in soil were 3.2 ppm TPHg, and 5.2 ppm MTBE from MW-4 at 45 feet bgs, 55 ppm ethanol from MW-6 at 35 feet bgs, and 22 ppm methanol from MW-6

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

at 55 feet bgs. No BTEX were detected in any soil sample analyzed. TBA was detected at concentrations of 0.180 ppm and 0.039 ppm in MW-4 at 45 and 50 feet bgs, respectively. June 2004 Site Investigation: Off-Site groundwater monitoring wells MW-7 and MW-8 were installed to a depth of approximately 50 feet bgs each in the Walgreens parking lot, located south of the Site across Alessandro Boulevard. No TPHg, BTEX, fuel oxygenates (including MTBE), or ethanol were detected in any of the soil samples. October 2004 Well Installation: Oxygen injection wells SP-4, SP-5, SP-6, and SP-8 and nested soil vapor extraction/oxygen injection wells VSP-1, VSP-2, VSP-3, and VSP-7 were installed to depths between 40 to 45 feet bgs. The maximum concentrations detected in soil samples analyzed were 13 ppm TPHg and 11 ppm MTBE from well VSP-3 at 35 feet bgs. March 2005 C-Sparge System Installation: A C-Sparge system was installed. C-Sparge system operation began on April 2, 2005 utilizing wells SP-4 through SP-6, SP-8, VSP-1 through VSP-3, and VSP-7. May 2006 Waste-Oil Site Assessment: Spill bucket replacement activities were conducted in association with the on-Site waste-oil UST. Two soil samples were collected. Total petroleum hydrocarbons as motor oil were detected at concentrations of 19,000 ppm in OW-1 at 3 feet bgs and 15,000 ppm in OW-2 at 4.5 feet bgs. TPHg was detected at 620 ppm in OW-1 at 3 feet bgs. No benzene, MTBE, or ethanol was detected in either sample. July 2006 Soil Confirmation Borings: Soil confirmation borings B-2, B-3, B-4, B-5, B-6, B-7, and B-8 were drilled to depths ranging between 46.0 to 47.5 feet bgs. Maximum concentrations detected in soil were 7.6 ppm TPHg from B-3 at 11 feet bgs, and 1.1 ppm MTBE from B-3 at 31 feet bgs. No other petroleum hydrocarbons were detected in any of the samples. January 2008 Soil Confirmation Borings: Soil confirmation borings B-9 and B-10 were drilled to a depth of 45 feet bgs each. Maximum concentrations detected in soil were 2.1 ppm MTBE, 0.0079 ppm TAME, and 0.085 ppm TBA. These concentrations were detected in b

[Click here to access the California GeoTracker records for this facility:](#)

Contact:  
Global Id: T0606500535  
Contact Type: Local Agency Caseworker  
Contact Name: LINDA SHURLOW  
Organization Name: RIVERSIDE COUNTY LOP  
Address: 47950 Arabia Street, Suite A  
City: Indio  
Email: [Ishurlow@rivcocha.org](mailto:Ishurlow@rivcocha.org)  
Phone Number: 7608637570

Global Id: T0606500535

- Continued on next page -

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

Contact Type: Regional Board Caseworker  
Contact Name: NANCY OLSON-MARTIN  
Organization Name: SANTA ANA RWQCB (REGION 8)  
Address: 3737 MAIN STREET, SUITE 500  
City: RIVERSIDE  
Email: nolson-martin@waterboards.ca.gov  
Phone Number: Not reported

Status History:  
Global Id: T0606500535  
Status: Completed - Case Closed  
Status Date: 12/09/2010

Global Id: T0606500535  
Status: Open - Case Begin Date  
Status Date: 06/24/1998

Global Id: T0606500535  
Status: Open - Remediation  
Status Date: 11/01/2004

Global Id: T0606500535  
Status: Open - Site Assessment  
Status Date: 10/23/1998

Global Id: T0606500535  
Status: Open - Verification Monitoring  
Status Date: 07/19/2006

Regulatory Activities:  
Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 09/14/2007  
Action: Technical Correspondence / Assistance / Other - #RCDEH 091407

Global Id: T0606500535  
Action Type: Other  
Date: 01/01/1950  
Action: Leak Stopped

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 12/09/2010  
Action: Closure/No Further Action Letter - #RCDEH Closure

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 02/06/2009  
Action: Request for Closure

Global Id: T0606500535  
Action Type: Other  
Date: 01/01/1950  
Action: Leak Reported

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 03/31/2009  
Action: Well Installation Workplan

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 10/15/2008  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 10/15/2007  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 11/06/2008  
Action: File review

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 07/15/2009  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 01/11/2008  
Action: Other Report / Document

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 01/15/2009  
Action: Monitoring Report - Quarterly

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 12/08/2010  
Action: File review - #RCDEH Upload Site File 3/14/2011

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 12/18/2008  
Action: Staff Letter - #RCDEH 121808

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 04/15/2009  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 01/15/2008  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 04/15/2008  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 07/20/2007  
Action: Other Workplan

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 03/24/2008  
Action: Staff Letter - #RCDEH032408

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 11/19/2007  
Action: File review

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 09/16/2008  
Action: File review

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 06/22/2009  
Action: Notice of Responsibility - #RCDEH 062209

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 06/19/2009  
Action: Staff Letter - #RCDEH 061909

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 09/16/2009  
Action: Letter - Notice - #Riv Co 091609

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 08/13/2009  
Action: Staff Letter - #Riv Co 081309

Global Id: T0606500535  
Action Type: REMEDIATION  
Date: 01/01/1950  
Action: In Situ Physical/Chemical Treatment (other than SVE)

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 08/14/2009  
Action: Well Installation Report

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 05/24/2007  
Action: Staff Letter - #RCDEH 052407

Global Id: T0606500535  
Action Type: Other  
Date: 01/01/1950  
Action: Leak Discovery

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 02/24/2009  
Action: Staff Letter - #RCDEH 022409

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

Global Id: T0606500535  
Action Type: ENFORCEMENT  
Date: 08/17/2010  
Action: Staff Letter - #RCDEH 081710

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 08/19/2009  
Action: Site Assessment Report

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 10/15/2009  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 01/15/2010  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 04/15/2010  
Action: Monitoring Report - Annually

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 07/15/2010  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 10/15/2010  
Action: Monitoring Report - Quarterly

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 10/18/2010  
Action: Well Destruction Report

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 02/06/2009  
Action: Request for Closure

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

Global Id: T0606500535  
Action Type: RESPONSE  
Date: 07/15/2008  
Action: Monitoring Report - Quarterly

Region: STATE  
Global Id: T0606504503  
Latitude: 33.917604  
Longitude: -117.225908  
Case Type: LUST Cleanup Site  
Status: Completed - Case Closed  
Status Date: 02/28/2007  
Lead Agency: RIVERSIDE COUNTY LOP  
Case Worker: SCB  
Local Agency: RIVERSIDE COUNTY LOP  
RB Case Number: Not reported  
LOC Case Number: 200622573  
File Location: Local Agency  
Potential Media Affect: Soil  
Potential Contaminants of Concern: Waste Oil / Motor / Hydraulic / Lubricating  
Site History: Not reported

[Click here to access the California GeoTracker records for this facility:](#)

Contact:  
Global Id: T0606504503  
Contact Type: Local Agency Caseworker  
Contact Name: SHARON BOLTINGHOUSE  
Organization Name: RIVERSIDE COUNTY LOP  
Address: 3880 LEMON ST SUITE 200  
City: RIVERSIDE  
Email: sbolting@rivcocha.org  
Phone Number: 9519558982

Global Id: T0606504503  
Contact Type: Regional Board Caseworker  
Contact Name: NANCY OLSON-MARTIN  
Organization Name: SANTA ANA RWQCB (REGION 8)  
Address: 3737 MAIN STREET, SUITE 500  
City: RIVERSIDE  
Email: nolson-martin@waterboards.ca.gov  
Phone Number: Not reported

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

**Status History:**

Global Id: T0606504503  
Status: Completed - Case Closed  
Status Date: 02/28/2007

Global Id: T0606504503  
Status: Open - Case Begin Date  
Status Date: 05/17/2006

Global Id: T0606504503  
Status: Open - Site Assessment  
Status Date: 06/01/2006

Global Id: T0606504503  
Status: Open - Site Assessment  
Status Date: 06/08/2006

Global Id: T0606504503  
Status: Open - Site Assessment  
Status Date: 06/09/2006

Global Id: T0606504503  
Status: Open - Site Assessment  
Status Date: 06/15/2006

Global Id: T0606504503  
Status: Open - Site Assessment  
Status Date: 11/08/2006

**Regulatory Activities:**

Global Id: T0606504503  
Action Type: Other  
Date: 01/01/1950  
Action: Leak Stopped

Global Id: T0606504503  
Action Type: Other  
Date: 01/01/1950  
Action: Leak Discovery

Global Id: T0606504503  
Action Type: Other  
Date: 01/01/1950  
Action: Leak Reported

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

Global Id: T0606504503  
Action Type: RESPONSE  
Date: 08/18/2013  
Action: Tank Removal Report / UST Sampling Report

Global Id: T0606504503  
Action Type: ENFORCEMENT  
Date: 06/14/2006  
Action: Notice of Responsibility

Global Id: T0606504503  
Action Type: ENFORCEMENT  
Date: 02/28/2007  
Action: Closure/No Further Action Letter

Global Id: T0606504503  
Action Type: RESPONSE  
Date: 08/04/2006  
Action: Preliminary Site Assessment Report

Global Id: T0606504503  
Action Type: RESPONSE  
Date: 08/14/2006  
Action: Preliminary Site Assessment Workplan

Global Id: T0606504503  
Action Type: ENFORCEMENT  
Date: 02/27/2007  
Action: File review - #RCDEG Site File 11/23/2010

Global Id: T0606504503  
Action Type: REMEDIATION  
Date: 01/01/1950  
Action: Other (Use Description Field)

RIVERSIDE CO. LUST:  
Region: RIVERSIDE  
Facility ID: 980609  
Employee: Shurlow-LOP  
Site Closed: Yes  
Case Type: Drinking Water Aquifer affected  
Facility Status: DS

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

# Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S107863276      **DIST/DIR:** 0.445 SSW      **ELEVATION:** 1570      **MAP ID:** D19

**NAME:** TOSCO/ 76 STATION #6962  
**ADDRESS:** 25020 ALESSANDRO BLVD  
MORENO VALLEY, CA

**Rev:** 09/16/2013  
ID/Status: Completed - Case Closed  
ID/Status: 980609  
ID/Status: 200622573

**SOURCE:** CA State Water Resources Control Board

Region: RIVERSIDE  
Facility ID: 200622573  
Employee: Boltinghous-LOP  
Site Closed: Yes  
Case Type: Soil only  
Facility Status: closed/action completed

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S105799435      **DIST/DIR:** 0.460 SSW      **ELEVATION:** 1571      **MAP ID:** E20

**NAME:** ARCO #5208      **Rev:** 09/16/2013  
**ADDRESS:** 24994 ALESSANDRO BOULEVARD      ID/Status: Preliminary site assessment workplan submitt  
MORENO VALLEY, CA 92553  
RIVERSIDE  
**SOURCE:** CA State Water Resources Control Board

LUST REG 8:  
Region: 8  
County: Riverside  
Regional Board: Santa Ana Region  
Facility Status: Preliminary site assessment workplan submitted  
Case Number: 083303946T  
Local Case Num: 200218405  
Case Type: Aquifer affected  
Substance: Gasoline  
Qty Leaked: Not reported  
Abate Method: Not reported  
Cross Street: PERRIS BOULEVARD  
Enf Type: Not reported  
Funding: Not reported  
How Discovered: OM  
How Stopped: Close Tank  
Leak Cause: UNK  
Leak Source: UNK  
Global ID: T0606562779  
How Stopped Date: 3/18/2002  
Enter Date: Not reported  
Review Date: Not reported  
Prelim Assess: Not reported  
Discover Date: 3/18/2002  
Enforcement Date: Not reported  
Close Date: Not reported  
Workplan: 7/10/2002  
Pollution Char: Not reported  
Remed Plan: Not reported  
Remed Action: Not reported  
Monitoring: Not reported  
Enter Date: Not reported  
GW Qualifies: =  
Soil Qualifies: =  
Operator: Not reported  
Facility Contact: Not reported  
Interim: Not reported  
Oversite Program: LUST  
Latitude: 0  
Longitude: 0  
MTBE Date: 9/11/2003  
Max MTBE GW: 830  
MTBE Concentration: 0  
Max MTBE Soil: 5.9

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S105799435      **DIST/DIR:** 0.460 SSW      **ELEVATION:** 1571      **MAP ID:** E20

**NAME:** ARCO #5208

**Rev:** 09/16/2013

**ADDRESS:** 24994 ALESSANDRO BOULEVARD  
MORENO VALLEY, CA 92553  
RIVERSIDE

**ID/Status:** Preliminary site assessment workplan submitt

**SOURCE:** CA State Water Resources Control Board

MTBE Fuel: 1  
MTBE Tested: MTBE Detected. Site tested for MTBE & MTBE detected  
MTBE Class: \*  
Staff: VJJ  
Staff Initials: SCB  
Lead Agency: Local Agency  
Local Agency: 33000L  
Hydr Basin #: Not reported  
Beneficial: Not reported  
Priority: Not reported  
Cleanup Fund Id: Not reported  
Work Suspended: Not reported  
Summary: Not reported

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S101589917      **DIST/DIR:** 0.460 SSW      **ELEVATION:** 1571      **MAP ID:** E21

**NAME:** ARCO #5208      **Rev:** 09/16/2013  
**ADDRESS:** 24994 ALESSANDRO BLVD      ID/Status: Completed - Case Closed  
 MORENO VALLEY, CA 92588      ID/Status: 200218405  
 RIVERSIDE  
**SOURCE:** CA State Water Resources Control Board

**LUST:**  
 Region: STATE  
 Global Id: T0606562779  
 Latitude: 33.917478798  
 Longitude: -117.226448349  
 Case Type: LUST Cleanup Site  
 Status: Completed - Case Closed  
 Status Date: 11/07/2008  
 Lead Agency: RIVERSIDE COUNTY LOP  
 Case Worker: SCB  
 Local Agency: RIVERSIDE COUNTY LOP  
 RB Case Number: 083303946T  
 LOC Case Number: 200218405  
 File Location: Local Agency  
 Potential Media Affect: Aquifer used for drinking water supply  
 Potential Contaminants of Concern: Gasoline  
 Site History: Not reported

[Click here to access the California GeoTracker records for this facility:](#)

**Contact:**  
 Global Id: T0606562779  
 Contact Type: Local Agency Caseworker  
 Contact Name: LINDA SHURLOW  
 Organization Name: RIVERSIDE COUNTY LOP  
 Address: 47950 Arabia Street, Suite A  
 City: Indio  
 Email: lshurlow@rivcocha.org  
 Phone Number: 7608637570

Global Id: T0606562779  
 Contact Type: Regional Board Caseworker  
 Contact Name: VALERIE JAHN-BULL  
 Organization Name: SANTA ANA RWQCB (REGION 8)  
 Address: 3737 MAIN STREET, SUITE 500  
 City: RIVERSIDE  
 Email: vjahn-bull@waterboards.ca.gov  
 Phone Number: 9517824903

**Status History:**  
 Global Id: T0606562779  
 Status: Completed - Case Closed  
 Status Date: 11/07/2008

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S101589917      **DIST/DIR:** 0.460 SSW      **ELEVATION:** 1571      **MAP ID:** E21

**NAME:** ARCO #5208      **Rev:** 09/16/2013  
**ADDRESS:** 24994 ALESSANDRO BLVD      ID/Status: Completed - Case Closed  
 MORENO VALLEY, CA 92588      ID/Status: 200218405  
 RIVERSIDE  
**SOURCE:** CA State Water Resources Control Board

Global Id: T0606562779  
 Status: Open - Case Begin Date  
 Status Date: 12/18/2001

Global Id: T0606562779  
 Status: Open - Remediation  
 Status Date: 09/15/2003

Global Id: T0606562779  
 Status: Open - Remediation  
 Status Date: 02/15/2005

Global Id: T0606562779  
 Status: Open - Site Assessment  
 Status Date: 07/10/2002

Regulatory Activities:  
 Global Id: T0606562779  
 Action Type: ENFORCEMENT  
 Date: 07/01/2008  
 Action: Staff Letter - #070108

Global Id: T0606562779  
 Action Type: Other  
 Date: 01/01/1950  
 Action: Leak Stopped

Global Id: T0606562779  
 Action Type: Other  
 Date: 01/01/1950  
 Action: Leak Discovery

Global Id: T0606562779  
 Action Type: Other  
 Date: 01/01/1950  
 Action: Leak Reported

Global Id: T0606562779  
 Action Type: ENFORCEMENT  
 Date: 08/15/2008  
 Action: File review

Global Id: T0606562779  
 Action Type: ENFORCEMENT

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

LUST

**EDR ID:** S101589917      **DIST/DIR:** 0.460 SSW      **ELEVATION:** 1571      **MAP ID:** E21

**NAME:** ARCO #5208      **Rev:** 09/16/2013  
**ADDRESS:** 24994 ALESSANDRO BLVD      ID/Status: Completed - Case Closed  
 MORENO VALLEY, CA 92588      ID/Status: 200218405  
 RIVERSIDE  
**SOURCE:** CA State Water Resources Control Board

Date: 04/22/2008  
Action: File review

Global Id: T0606562779  
Action Type: ENFORCEMENT  
Date: 11/07/2008  
Action: Closure/No Further Action Letter - #RCDEH closure letter

Global Id: T0606562779  
Action Type: RESPONSE  
Date: 10/15/2007  
Action: Monitoring Report - Quarterly

Global Id: T0606562779  
Action Type: ENFORCEMENT  
Date: 02/19/2008  
Action: Technical Correspondence / Assistance / Other - #021908

Global Id: T0606562779  
Action Type: ENFORCEMENT  
Date: 09/18/2007  
Action: File review

Global Id: T0606562779  
Action Type: REMEDIATION  
Date: 01/01/1950  
Action: Soil Vapor Extraction (SVE)

Global Id: T0606562779  
Action Type: RESPONSE  
Date: 04/15/2008  
Action: Monitoring Report - Quarterly

Global Id: T0606562779  
Action Type: RESPONSE  
Date: 07/15/2008  
Action: Monitoring Report - Quarterly

Global Id: T0606562779  
Action Type: RESPONSE  
Date: 01/15/2008  
Action: Monitoring Report - Quarterly

Global Id: T0606562779  
Action Type: REMEDIATION

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Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### LUST

**EDR ID:** S101589917      **DIST/DIR:** 0.460 SSW      **ELEVATION:** 1571      **MAP ID:** E21

**NAME:** ARCO #5208

**Rev:** 09/16/2013

**ADDRESS:** 24994 ALESSANDRO BLVD  
MORENO VALLEY, CA 92588  
RIVERSIDE

ID/Status: Completed - Case Closed  
ID/Status: 200218405

**SOURCE:** CA State Water Resources Control Board

Date: 01/01/1950

Action: Pump & Treat (P&T) Groundwater

Global Id: T0606562779

Action Type: ENFORCEMENT

Date: 02/19/2008

Action: Technical Correspondence / Assistance / Other - #022008

RIVERSIDE CO. LUST:

Region: RIVERSIDE

Facility ID: 200218405

Employee: Shurlow-LOP

Site Closed: Yes

Case Type: Drinking Water Aquifer affected

Facility Status: CAO

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

## Site Detail Report

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

### ENVIROSTOR

**EDR ID:** S109149568      **DIST/DIR:** 0.738 SE      **ELEVATION:** 1576      **MAP ID:** 22

**NAME:** PROPOSED ALESSANDRO ADMINISTRATION BLDG. EXPANSION - EAST P. 09/05/2013  
**ADDRESS:** ALESSANDRO BOULEVARD/CHARA STREET      ID/Status: 60000944  
MORENO VALLEY, CA 92553      ID/Status: No Further Action  
RIVERSIDE  
**SOURCE:** CA Department of Toxic Substances Control

**ENVIROSTOR:**

Site Type: School Investigation  
Site Type Detailed: School  
Acres: 5.1  
NPL: NO  
Regulatory Agencies: SMBRP  
Lead Agency: SMBRP  
Program Manager: Not reported  
Supervisor: Shahir Haddad  
Division Branch: Southern California Schools & Brownfields Outreach  
Facility ID: 60000944  
Site Code: 404810  
Assembly: 61  
Senate: 31  
Special Program: Not reported  
Status: No Further Action  
Status Date: 11/06/2008  
Restricted Use: NO  
Site Mgmt. Req.: NONE SPECIFIED  
Funding: School District  
Latitude: 33.918  
Longitude: -117.2131  
APN: NONE SPECIFIED  
Past Use: AGRICULTURAL - ROW CROPS  
Potential COC: Chlordane, DDD, DDE, DDT, Endrin, Toxaphene  
Confirmed COC: Chlordane, DDD, DDE, DDT, Endrin, Toxaphene, 30004-NO, 30023-NO,  
30006-NO, 30007-NO, 30008-NO, 30010-NO  
Potential Description: SOIL  
Alias Name: Alternative High School  
Alias Type: Alternate Name  
Alias Name: 404810  
Alias Type: Project Code (Site Code)  
Alias Name: 60000944  
Alias Type: Envirostor ID Number

Completed Info:  
Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Environmental Oversight Agreement  
Completed Date: 08/18/2008  
Comments: Signed agreement sent (FedEx) to District.

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Cost Recovery Closeout Memo

- Continued on next page -

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**NAME:** PROPOSED ALESSANDRO ADMINISTRATION BLDG. EXPANSION - EAST PORTION      09/05/2013  
**ADDRESS:** ALESSANDRO BOULEVARD/CHARA STREET      ID/Status: 60000944  
MORENO VALLEY, CA 92553      ID/Status: No Further Action  
RIVERSIDE  
**SOURCE:** CA Department of Toxic Substances Control

Completed Date: 11/13/2008  
Comments: Not reported

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Preliminary Endangerment Assessment Report  
Completed Date: 09/10/2008  
Comments: DTSC approved the PEA with a Further Action determination

Completed Area Name: PROJECT WIDE  
Completed Sub Area Name: Not reported  
Completed Document Type: Supplemental Site Investigation Report  
Completed Date: 11/06/2008  
Comments: DTSC concurs with the SSI that No Further Action is required.

Future Area Name: Not reported  
Future Sub Area Name: Not reported  
Future Document Type: Not reported  
Future Due Date: Not reported  
Schedule Area Name: Not reported  
Schedule Sub Area Name: Not reported  
Schedule Document Type: Not reported  
Schedule Due Date: Not reported  
Schedule Revised Date: Not reported

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## Database Descriptions

**NPL:** NPL National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices. NPL - National Priority List Proposed NPL - Proposed National Priority List Sites.

**NPL Delisted:** DELISTED NPL The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate. DELISTED NPL - National Priority List Deletions

**CERCLIS:** CERCLIS CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL. CERCLIS - Comprehensive Environmental Response, Compensation, and Liability Information System

**NFRAP:** CERCLIS-NFRAP Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site. CERCLIS-NFRAP - CERCLIS No Further Remedial Action Planned

**RCRA COR ACT:** CORRACTS CORRACTS identifies hazardous waste handlers with RCRA corrective action activity. CORRACTS - Corrective Action Report

**RCRA TSD:** RCRA-TSDF RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste. RCRA-TSDF - RCRA - Treatment, Storage and Disposal

**RCRA GEN:** RCRA-LQG RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month. RCRA-LQG - RCRA - Large Quantity Generators RCRA-SQG - RCRA - Small Quantity Generators. RCRA-CESQG - RCRA - Conditionally Exempt Small Quantity Generators.

**Federal IC / EC:** US ENG CONTROLS A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health. US ENG CONTROLS - Engineering Controls Sites List US INST CONTROL - Sites with Institutional Controls.

**ERNS:** ERNS Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances. ERNS - Emergency Response Notification System

## Database Descriptions

State/Tribal NPL: RESPONSE Identifies confirmed release sites where DTSC is involved in remediation, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk. RESPONSE - State Response Sites

State/Tribal CERCLIS: ENVIROSTOR The Department of Toxic Substances Control's (DTSC's) Site Mitigation and Brownfields Reuse Program's (SMBRP's) EnviroStor database identifies sites that have known contamination or sites for which there may be reasons to investigate further. The database includes the following site types: Federal Superfund sites (National Priorities List (NPL)); State Response, including Military Facilities and State Superfund; Voluntary Cleanup; and School sites. EnviroStor provides similar information to the information that was available in CalSites, and provides additional site information, including, but not limited to, identification of formerly-contaminated properties that have been released for reuse, properties where environmental deed restrictions have been recorded to prevent inappropriate land uses, and risk characterization information that is used to assess potential impacts to public health and the environment at contaminated sites. ENVIROSTOR - EnviroStor Database

State/Tribal SWL: SWF/LF (SWIS) Active, Closed and Inactive Landfills. SWF/LF records typically contain an inventory of solid waste disposal facilities or landfills. These may be active or inactive facilities or open dumps that failed to meet RCRA Section 4004 criteria for solid waste landfills or disposal sites. SWF/LF (SWIS) - Solid Waste Information System

State/Tribal LTANKS: LUST REG 8 ORANGE CO. LUST - List of Underground Storage Tank Cleanups. LUST REG 1 - Active Toxic Site Investigation. RIVERSIDE CO. LUST - Listing of Underground Tank Cleanup Sites. LUST - Geotracker's Leaking Underground Fuel Tank Report. LUST REG 7 - Leaking Underground Storage Tank Case Listing. LUST REG 3 - Leaking Underground Storage Tank Database. LUST REG 5 - Leaking Underground Storage Tank Database. SONOMA CO. LUST - Leaking Underground Storage Tank Sites. LUST REG 6V - Leaking Underground Storage Tank Case Listing. LUST REG 4 - Underground Storage Tank Leak List. LUST REG 9 - Leaking Underground Storage Tank Report. LUST REG 2 - Fuel Leak List. VENTURA CO. LUST - Listing of Underground Tank Cleanup Sites. LUST REG 6L - Leaking Underground Storage Tank Case Listing. SAN MATEO CO. LUST - Fuel Leak List. LUST SANTA CLARA - LOP Listing. SAN FRANCISCO CO. LUST - Local Oversight Facilities. SOLANO CO. LUST - Leaking Underground Storage Tanks. NAPA CO. LUST - Sites With Reported Contamination. Leaking Underground Storage Tank locations. Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz counties. NAPA CO. LUST - Leaking Underground Storage Tank Database SLIC - Statewide SLIC Cases. SLIC REG 1 - Active Toxic Site Investigations. SLIC REG 2 - Spills, Leaks, Investigation & Cleanup Cost Recovery Listing. SLIC REG 3 - Spills, Leaks, Investigation & Cleanup Cost Recovery Listing. SLIC REG 4 - Spills, Leaks, Investigation & Cleanup Cost Recovery Listing. SLIC REG 5 - Spills, Leaks, Investigation & Cleanup Cost Recovery Listing. SLIC REG 6V - Spills, Leaks, Investigation & Cleanup Cost Recovery Listing. SLIC REG 6L - SLIC Sites. SLIC REG 7 - SLIC List. SLIC REG 8 - Spills, Leaks, Investigation & Cleanup Cost Recovery Listing. Sacramento Co. CS - Toxic Site Clean-Up List. SLIC REG 9 - Spills, Leaks, Investigation & Cleanup Cost Recovery Listing. SAN DIEGO CO. SAM - Environmental Case Listing. INDIAN LUST R8 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R7 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R6 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R1 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R10 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R9 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R4 - Leaking Underground Storage Tanks on Indian Land.

State/Tribal Tanks: UST Active UST facilities gathered from the local regulatory agencies UST - Active UST Facilities AST - Aboveground Petroleum Storage Tank Facilities. INDIAN UST R8 - Underground Storage Tanks on Indian Land. INDIAN UST R6 - Underground Storage Tanks on Indian Land. INDIAN UST R5 - Underground Storage Tanks on Indian Land. INDIAN UST R4 - Underground Storage Tanks on Indian Land. INDIAN UST R9 - Underground Storage Tanks on Indian Land. INDIAN UST R7 - Underground Storage Tanks on Indian Land. INDIAN UST R10 - Underground Storage Tanks on Indian Land. INDIAN UST R1 - Underground Storage Tanks on Indian Land.

State/Tribal VCP: VCP Contains low threat level properties with either confirmed or unconfirmed releases and the project proponents have request that DTSC oversee investigation and/or cleanup activities and have agreed to provide coverage for DTSC's costs. VCP - Voluntary Cleanup Program Properties

## Database Descriptions

US Brownfields: US BROWNFIELDS Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs. US BROWNFIELDS - A Listing of Brownfields Sites

Other SWF: VENTURA CO. LF SAN DIEGO CO. LF - Solid Waste Facilities. CA LA LF - City of Los Angeles Landfills. LOS ANGELES CO. LF - List of Solid Waste Facilities. Ventura County Inventory of Closed, Illegal Abandoned, and Inactive Sites. LOS ANGELES CO. LF - Inventory of Illegal Abandoned and Inactive Sites WMUDS/SWAT - Waste Management Unit Database.

Other Haz Sites: US CDL A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments. US CDL - Clandestine Drug Labs SCH - School Property Evaluation Program. SAN DIEGO CO. HMMD - Hazardous Materials Management Division Database.

Other Tanks: CA FID UST The Facility Inventory Database (FID) contains a historical listing of active and inactive underground storage tank locations from the State Water Resource Control Board. Refer to local/county source for current data. CA FID UST - Facility Inventory Database ALAMEDA CO. UST - Underground Tanks. KERN CO. UST - Underground Storage Tank Sites & Tank Listing. MARIN CO. UST - Underground Storage Tank Sites. NAPA CO. UST - Closed and Operating Underground Storage Tank Sites. ORANGE CO. UST - List of Underground Storage Tank Facilities. RIVERSIDE CO. UST - Underground Storage Tank Tank List. SAN FRANCISCO CO. UST - Underground Storage Tank Information. SOLANO CO. UST - Underground Storage Tanks. SUTTER CO. UST - Underground Storage Tanks. VENTURA CO. UST - Underground Tank Closed Sites List. YOLO CO. UST - Underground Storage Tank Comprehensive Facility Report. EL SEGUNDO UST - City of El Segundo Underground Storage Tank. LONG BEACH UST - City of Long Beach Underground Storage Tank. UST SAN JOAQUIN - San Joaquin Co. UST. UST MENDOCINO - Mendocino County UST Database. TORRANCE UST - City of Torrance Underground Storage Tank. SWEEPS UST - SWEEPS UST Listing.

Local Land Records: DEED Site Mitigation and Brownfields Reuse Program Facility Sites with Deed Restrictions & Hazardous Waste Management Program Facility Sites with Deed / Land Use Restriction. The DTSC Site Mitigation and Brownfields Reuse Program (SMBRP) list includes sites cleaned up under the program's oversight and generally does not include current or former hazardous waste facilities that required a hazardous waste facility permit. The list represents deed restrictions that are active. Some sites have multiple deed restrictions. The DTSC Hazardous Waste Management Program (HWMP) has developed a list of current or former hazardous waste facilities that have a recorded land use restriction at the local county recorder's office. The land use restrictions on this list were required by the DTSC HWMP as a result of the presence of hazardous substances that remain on site after the facility (or part of the facility) has been closed or cleaned up. The types of land use restriction include deed notice, deed restriction, or a land use restriction that binds current and future owners. DEED - Deed Restriction Listing

Spills: HMIRS Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT. HMIRS - Hazardous Materials Information Reporting System CHMIRS - California Hazardous Material Incident Report System. Orange Co. Industrial Site - List of Industrial Site Cleanups. SPILLS 90 - SPILLS90 data from FirstSearch.

## Database Descriptions

Other: RCRA NonGen / NLR RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste. RCRA NonGen / NLR - RCRA - Non Generators TRIS - Toxic Chemical Release Inventory System. TSCA - Toxic Substances Control Act. FTTS - FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act). FTTS INSP - FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act). SSTS - Section 7 Tracking Systems. ICIS - Integrated Compliance Information System. PADS - PCB Activity Database System. MLTS - Material Licensing Tracking System. RADINFO - Radiation Information Database. FINDS - Facility Index System/Facility Registry System. RAATS - RCRA Administrative Action Tracking System. BRS - Biennial Reporting System. CORTESE - "Cortese" Hazardous Waste & Substances Sites List. CUPA - CUPA Resources List. CUPA IMPERIAL - CUPA Facility List. CUPA MONO - CUPA Facility List. CUPA SANTA BARBARA - CUPA Facility Listing. CUPA MONTEREY - CUPA Facility Listing. CUPA SANTA CRUZ - CUPA Facility List. CUPA MERCED - CUPA Facility List. CUPA SAN LUIS OBISPO - CUPA Facility List. CUPA SHASTA - CUPA Facility List. CUPA HUMBOLDT - CUPA Facility List. CUPA INYO - CUPA Facility List. CUPA FRESNO - CUPA Resources List. CUPA DEL NORTE - CUPA Facility List. CUPA SONOMA - Cupa Facility List. CUPA TUOLUMNE - CUPA Facility List. CUPA LAKE - CUPA Facility List. CUPA SANTA CLARA - Cupa Facility List. CUPA CALVERAS - CUPA Facility Listing. CUPA AMADOR - CUPA Facility List. CUPA KINGS - CUPA Facility List. CUPA MADERA - CUPA Facility List. CUPA NEVADA - CUPA Facility List. CUPA BUTTE - CUPA Facility Listing. CUPA COLUSA - CUPA Facility List. CUPA YUBA - CUPA Facility List. CUPA EL DORADO - CUPA Facility List. LA Co. Site Mitigation - Site Mitigation List. Sacramento Co. ML - Master Hazardous Materials Facility List. San Bern. Co. Permit - Hazardous Material Permits. HAZNET - Facility and Manifest Data. INDIAN RESERV - Indian Reservations. FEDLAND - Federal and Indian Lands. WDS - Waste Discharge System. US AIRS (AFS) - Aerometric Information Retrieval System Facility Subsystem (AFS). US AIRS MINOR - Air Facility System Data. PRP - Potentially Responsible Parties.

### Database Sources

NPL: EPA	Updated Quarterly
NPL Delisted: EPA	Updated Quarterly
CERCLIS: EPA	Updated Quarterly
NFRAP: EPA	Updated Quarterly
RCRA COR ACT: EPA	Updated Quarterly
RCRA TSD: Environmental Protection Agency	Updated Quarterly
RCRA GEN: Environmental Protection Agency	Updated Quarterly
Federal IC / EC: Environmental Protection Agency	Varies
ERNS: National Response Center, United States Coast Guard	Updated Annually
State/Tribal NPL: Department of Toxic Substances Control	Updated Quarterly
State/Tribal CERCLIS: Department of Toxic Substances Control	Updated Quarterly
State/Tribal SWL: Department of Resources Recycling and Recovery	Updated Quarterly
State/Tribal LTANKS: California Regional Water Quality Control Board Victorville Branch Office (6)	No Update Planned



**Database Sources**

State/Tribal Tanks: SWRCB

Updated Semi-Annually

State/Tribal VCP: Department of Toxic Substances Control

Updated Quarterly

US Brownfields: Environmental Protection Agency

Updated Semi-Annually

Other SWF: Environmental Health Division

Updated Annually

Other Haz Sites: Drug Enforcement Administration

Updated Quarterly

Other Tanks: California Environmental Protection Agency

No Update Planned

Local Land Records: Department of Toxic Substances Control

Updated Semi-Annually

Spills: U.S. Department of Transportation

Updated Annually

Other: Environmental Protection Agency

Varies

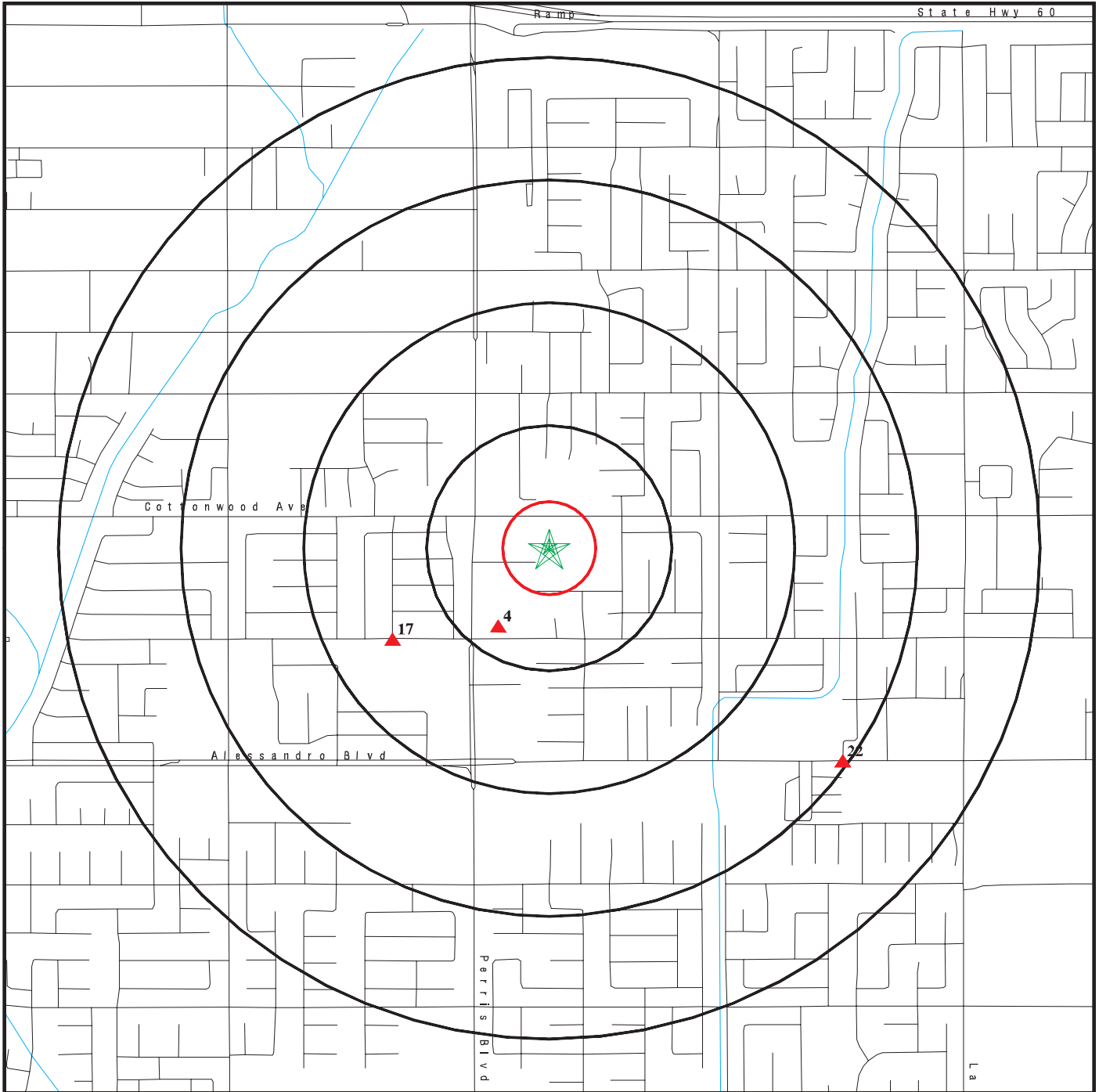
## Street Name Report for Streets near the Target Property

Target Property: 25165 COTTONWOOD AVENUE  
MORENO VALLEY, CA 92553

JOB: SBD-71769.1

Street Name	Dist/Dir	Street Name	Dist/Dir
Basswood St	0.23 WSW		
Bay Ave	0.18 South		
Bayleaf St	0.20 West		
Ben Cliff Dr	0.18 North		
Birchwood Dr	0.12 NNW		
Black Elm Ct	0.20 East		
Bower St	0.21 West		
Branch St	0.21 WSW		
Cottonwood Ave	0.06 North		
Crape Myrtle Dr	0.15 East		
Deer Hill Pl	0.14 South		
Drake Dr	0.19 NNE		
Flaming Arrow Dr	0.11 SE		
Kyle Dr	0.22 ENE		
Michele Ln	0.17 NE		
Patricia Ln	0.23 NNE		
Perris Blvd	0.16 West		
Persimmon Rd	0.20 West		
Red Mahogany Dr	0.15 ENE		
Saint Christopher Ln	0.04 SW		
Sugar Hill Rd	0.24 South		
Sweetgrass Dr	0.09 South		
Tacoma Dr	0.18 NNE		
Watson Way	0.10 NNW		
White Birch Ln	0.18 SE		

25165 COTTONWOOD AVENUE MORENO VALLEY, CA 92553

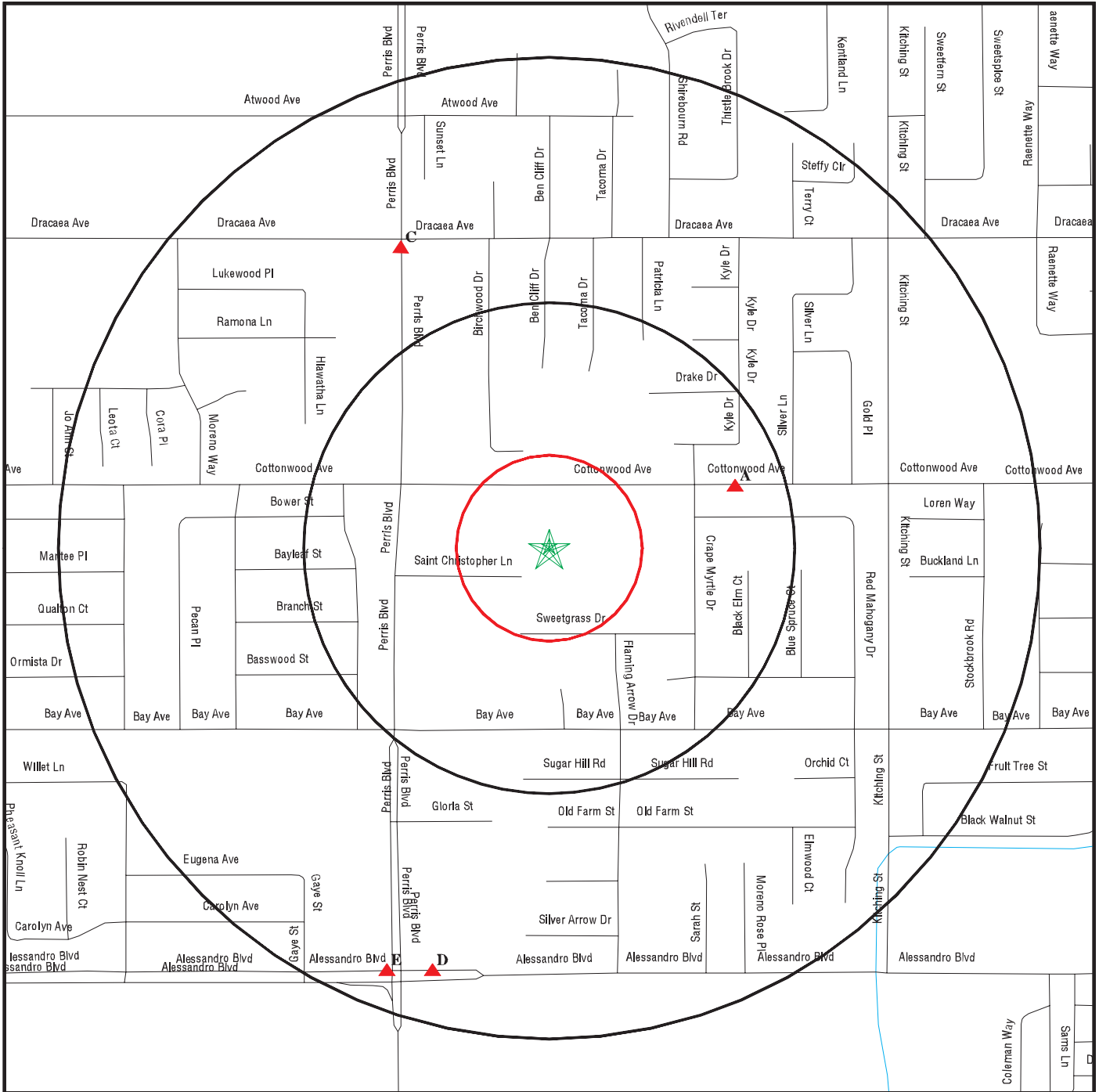


Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 33.9236 Longitude: 117.2236)
- ▲ Identified Sites
- ▭ Indian Reservations BIA
- ▭ National Priority List Sites

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25165 COTTONWOOD AVENUE MORENO VALLEY, CA 92553



**Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius**

- ★ Target Property (Latitude: 33.9236 Longitude: 117.2236)
- ▲ Identified Sites
- ▨ Indian Reservations BIA
- ▩ National Priority List Sites

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# Environmental FirstSearch

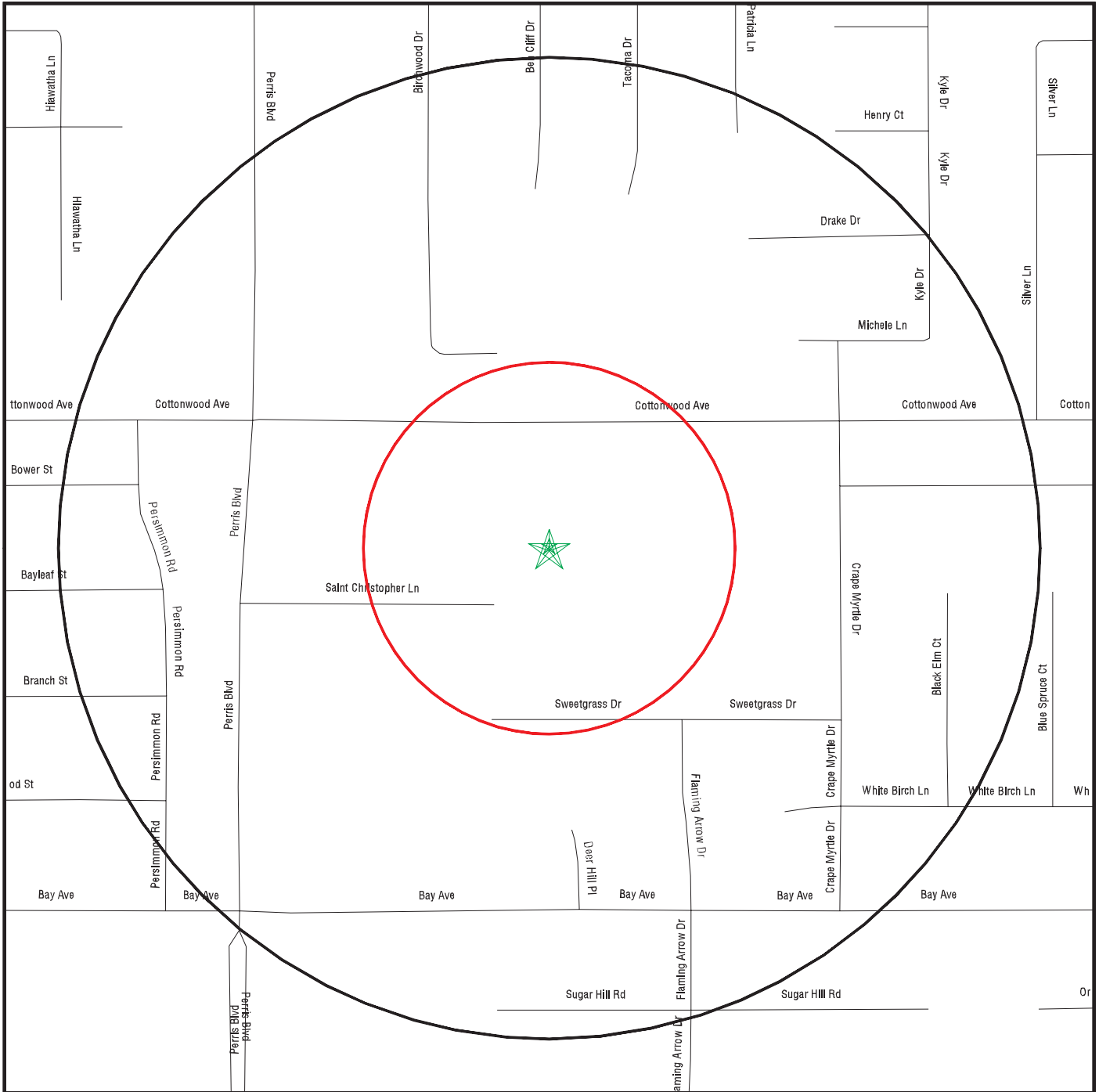
0.25 Mile Radius

ASTM MAP: RCRAGEN, ERNS, UST, FED IC/EC, METH LABS



E.1.h

25165 COTTONWOOD AVENUE MORENO VALLEY, CA 92553



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 33.9236 Longitude: 117.2236)
- ▲ Identified Sites
- ▨ Indian Reservations BIA
- ▨ National Priority List Sites

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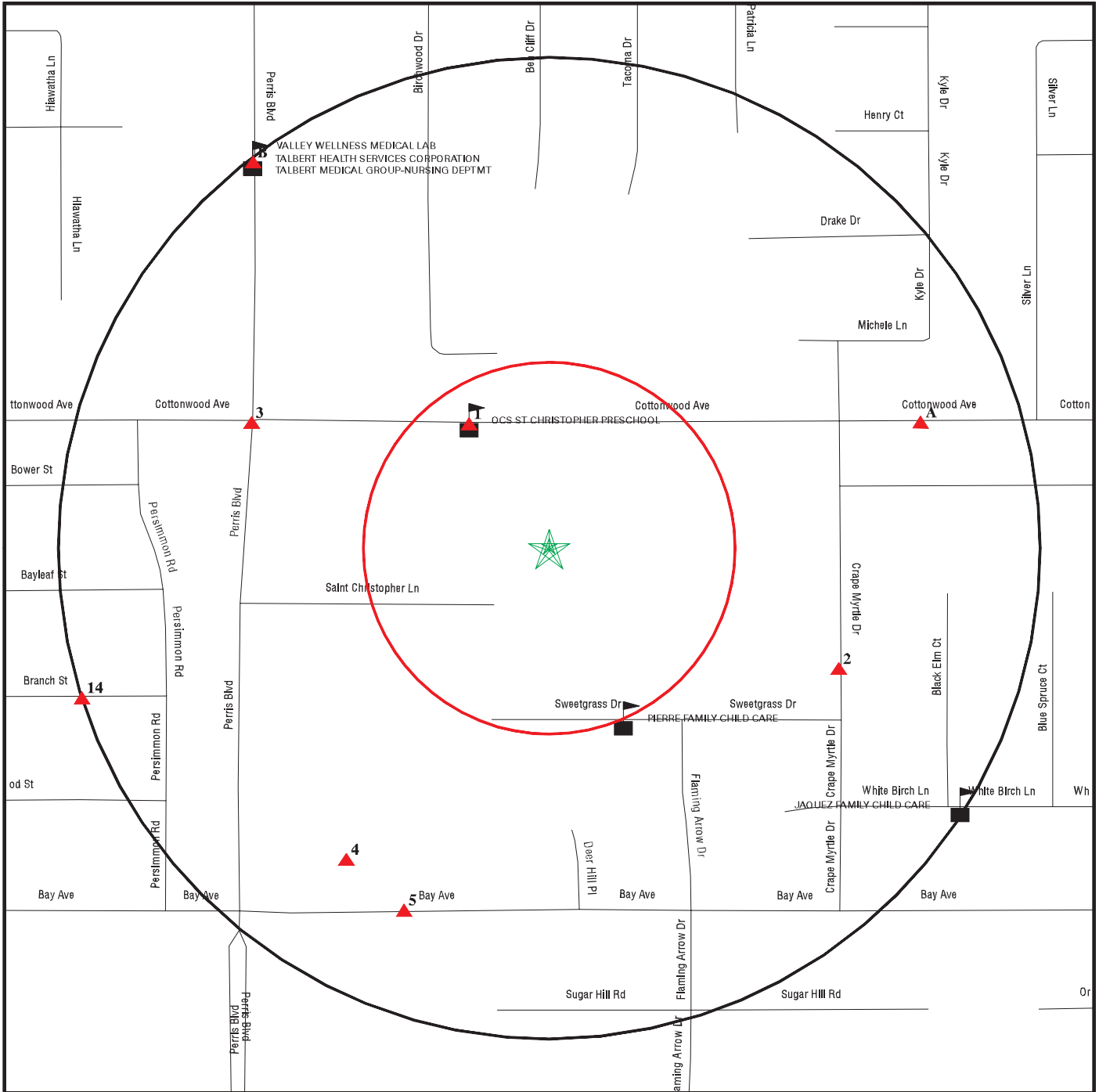
# Environmental FirstSearch

0.25 Mile Radius  
Non ASTM Map, Spills, FINDS



E.1.h

25165 COTTONWOOD AVENUE MORENO VALLEY, CA 92553



Black Rings Represent Qtr. Mile Radius; Red Ring Represents 500 ft. Radius

- ★ Target Property (Latitude: 33.9236 Longitude: 117.2236)
- ▲ Identified Sites
- Sensitive Receptors
- ▨ National Priority List Sites
- ▨ Indian Reservations BIA

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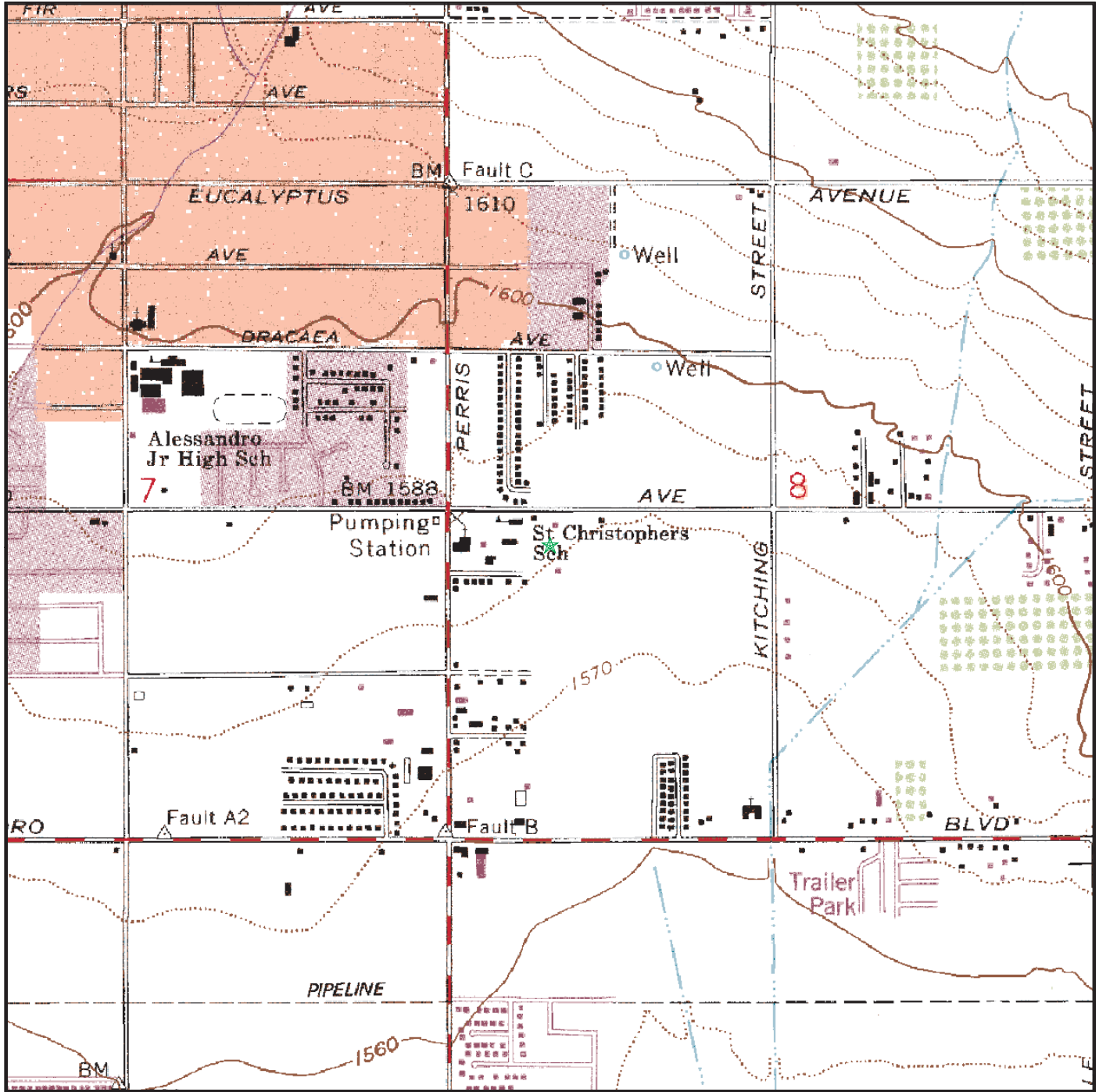
# Site location Map

Topo: 0.75 Mile Radius

E.1.h



25165 COTTONWOOD AVENUE MORENO VALLEY, CA 92553



Map Image Position: TP  
Map Reference Code & Name: 33117-H2 Sunnymead  
Map State(s): CA  
Modified Date: 1980

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

**APPENDIX E  
USER PROVIDED INFORMATION**

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**ASTM E1597-05  
USER SPECIFIC QUESTIONNAIRE**

**Project Number / Name:** EEI Job No. SBD-71769.1/ APN 479-200-003

**Project Address:** 25165 Cottonwood Avenue, Moreno Valley, Riverside County, CA 92553

Per the ASTM E1527 05 Standard, the *user* (i.e., the entity that orders the Phase I ESA) is required to provide the following information (if available). Your answers will be incorporated into the final Phase I BSA under the section "User-supplied Information." These questions have been incorporated into the new standard in order to ascertain the User's level of knowledge concerning any known environmental concerns or problems. Please complete these questions to the best of your knowledge and return to EEI as soon as possible.

**(1.) Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25).**

Are you aware of any environmental cleanup liens against the *property* that are filed or recorded under federal, tribal, state or local law? (A copy of a recent Title Search may assist in this determination).

No

**(2.) Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).**

Are you aware of any Activity and/or Land Use Limitations (AUL's), such as *engineering controls*, land use restrictions or *institutional controls* that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law? (A copy of a recent Title Search may assist in this determination).

No

**(3.) Specialized knowledge or experience of the person seeking to qualify for the Landowner Liability Protections (LLP - 40 CFR 312.28).**

As the *user* of this *ESA* do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or an adjoining *property* so that you would have specialized knowledge of the chemicals and processes used by this type of business? (self-explanatory)

The property was used commercially as an Auto Repair and Gas Station

**(4.) Relationship of the purchase price to the fair market value of the *property* if it were not contaminated (40 CFR 312.29).**

Does the purchase price being paid for this *property* reasonably reflect the fair market value of the *property*? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *property*?

ASTM 1597-05 User Specific Questionnaire  
Roman Catholic Bishop of San Bernardino, San Bernardino, CA

EEI Project No. SBD-71769.1  
October 2013

**(5.) Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).**  
Are you aware of commonly known or *reasonably ascertainable* information about the *property* that would help the *environmental professional* to identify conditions indicative of releases or threatened releases? For example, as *user*:

(a.) Do you know the past uses of the *property*?  
**Auto Repair and Gas Station**

(b.) Do you know of specific chemicals that are present or once were present at the *property*?  
**Gas and Diesel Fuel and probably auto grease**

(c.) Do you know of spills or other chemical releases that have taken place at the *property*?  
**No**

(d.) Do you know of any environmental cleanups that have taken place at the *property*?  
**No**

**(6.) The degree of obviousness of the presence or likely presence of contamination at the *property*, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).**  
As the *user* of this *ESA*, based on your knowledge and experience related to the *property* are there any *obvious* indicators that point to the presence or likely presence of contamination at the *property*?  
**No**

In addition, certain information should be collected, if available, and provided to the *environmental professional* selected to conduct the Phase I. This information is intended to assist the *environmental professional* but is not necessarily required to qualify for one of the *LLPs*. The information includes:

(a) the reason why the Phase I is required,  
**To make sure that the property is Clean**

(b) the type of *property* and type of *property* transaction, for example, sale, purchase, exchange, etc.,  
**For development and waste water retention.**

(c) the complete and correct address for the *property* (a map or other documentation showing *property* location and boundaries is helpful),  
**25165 Cottonwood Ave., Moreno Valley, CA 92553**

(d) the scope of services desired for the Phase I (including whether any parties to the *property* transaction may have a required standard scope of services on whether any considerations beyond the requirements of Practice 1527 are to be considered),

(e) identification of all parties who will rely on the Phase I *report*,  
**The City of Moreno Valley, the Diocese of San Bernardino, and the neighbors of this property**

(f) identification of the site contact and how the contact can be reached,  
**Linus Santiago---(Hm) (951)242-7013: Cell (951) 897-2010**  
**Mar M. Arzu---(Hm) (951)242-1002: Cell (951) 295-5740**

ASTM 1597-05 User Specific Questionnaire  
Roman Catholic Bishop of San Bernardino, San Bernardino, CA

EEl Project No. SBD-71769.1  
October 2013

(g) any special terms and conditions which must be agreed upon by the *environmental professional*, and

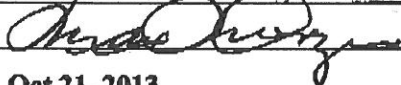
(h) any other knowledge or experience with the *property* that may be pertinent to the *environmental professional* (for example, copies of any available prior *environmental site assessment reports*, documents, correspondence, etc., concerning the *property* and its environmental condition).

No

**Preparer:**

**Name:** Max M. Arzu

**Address:** 24373 Bairbdale Drive, Moreno Valley, Ca 92553

**Signature:** 

**Date:** Oct 21, 2013

Phase I ESA – Roman Catholic Bishop of San Bernardino  
25165 Cottonwood Avenue, Moreno Valley, Riverside County, CA

November 11, 2013  
EEI Project No.: SBD-71769.1

**APPENDIX F  
PHOTOGRAPHIC LOG**

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



**Photograph 1:** Southeast view of single-family residence situated on the northern portion of the subject property.



**Photograph 2:** North view of the rear (south) portion of the single-family residence located on the northern portion of the subject property.

Attachment: Phase I study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL



**Photograph 3:** Southerly view of the central portion of the subject property taken from the southwest corner of the existing residence.



**Photograph 4:** Northerly view of storage area on the front (west) portion of the garage situated in the southern portion of the subject property. Former USTs area visible in foreground.



**Photograph 5:** Southerly view of storage areas along the front (west) and rear (south) portions of the garage in the southern area of the property.



**Photograph 6:** East view of storage/carport area on the south side of the garage located in the southern portion of the property.



**Photograph 7:** Easterly view of storage area along the southern fenced area of the garage located in the southern portion of the subject property.



**Photograph 8:** South view of surface conditions along the southeastern corner of the property, directly south of the garage.





**Photograph 9:** Easterly view of the storage garage area in the southern portion of the site, taken from the parcel to the west. Orange tower is offsite.



**Photograph 10:** South view of property entrance off Cottonwood Avenue (left photograph), and adjacent parcels to the west.



February 17, 2014

Ms. Yvonne Reyes  
 Environmental Health Specialist IV  
 Environmental Cleanup Programs  
 Riverside County Department of Environmental Health  
 3880 Lemon Street, Suite 200  
 Riverside, California 92501

**Subject: Results of Former Underground Storage Tanks (USTs) Investigation  
 Commercial Property  
 APN 479-200-003  
 25165 Cottonwood Avenue  
 Moreno Valley, California 92553  
 EEI Project No.: SBD-71769.2**

Dear Ms. Reyes:

EEI has prepared the following *Results of Former Underground Storage Tanks (USTs) Investigation* for the above referenced subject property (**Figure 1**). This report summarizes the results of a geophysical survey, soil vapor sampling, and soil matrix sampling conducted on-site and in accordance with the Riverside County Department of Environmental Health (DEH) approval letter, dated January 16, 2014. A copy of the letter is provided in **Appendix A**.

#### **GENERAL SITE INFORMATION**

**Site Location:** Commercial Property  
 Former Underground Storage Tanks (USTs)  
 APN 479-200-003  
 25165 Cottonwood Avenue  
 Moreno Valley, California 92553

**Responsible Party:** Roman Catholic Bishop of San Bernardino  
 1201 E. Highland Avenue  
 San Bernardino, California 92404  
 Attention: David Meier  
 (951) 522-3036  
[dmeier@sbdioocese.org](mailto:dmeier@sbdioocese.org)

**Results of former USTs Investigation  
San Bernardino Diocese - Moreno Valley, California**

**February 17, 2014  
EEI Project No.: SBD-71769.2**

**Consultant:** EEI  
2195 Faraday Avenue, Suite K  
Carlsbad, California 92008

## **BACKGROUND**

The subject property is located approximately 0.12-miles west of the intersection of Cottonwood Avenue and Crape Myrtle Drive, in the City of Moreno Valley, Riverside County, California (**Figure 2**). The subject property address is 25165 Cottonwood Avenue. The Assessor's Parcel Number (APN) is 479-200-003.

The subject property is a rectangular lot, with dimensions of approximately 625-feet by 125-feet, and is comprised of a central open area and three structures including a one-story single family residence with detached garage, swimming pool, spa, and concrete patio on the northern portion, and a one-story garage-type structure surrounded by metal storage sheds, a metal cargo container, and fencing on the southern portion. The garage building is currently being utilized for storage and a meeting hall.

EEI completed a Phase I Environmental Site Assessment (ESA), dated November 11, 2013 on the subject property. According to the Roman Catholic Bishop of San Bernardino, the proposed future use of the subject property is for a water retention basin and parking (southern portion) and potential office buildings (northern portion). Information provided by representatives of the Roman Catholic Bishop of San Bernardino, two underground storage tanks (USTs), located west of the one-story garage building were removed from the subject property in approximately 2011. No records indicating the tanks installation date, characteristics, or removal were on file with any of the regulatory agencies contacted by EEI including the Moreno Valley Fire Department, County of Riverside Department of Environmental Health, or the Santa Ana Regional Water Quality Control Board (SARWQB).

## **OBJECTIVE**

The objective of our investigation was to identify any additional USTs, buried piping/debris, or utilities using geophysical survey equipment, and conduct an initial round of soil vapor sampling in the area of the former USTs, as well as select locations surrounding the garage building, and any potential environmental concerns identified by the geophysical survey. Furthermore, at the request of the DEH, soil sampling was conducted in the area of the former UST pit. The intent of this initial investigation was to provide preliminary and baseline information that can be used for future investigation activities, if needed.

## **TOPOGRAPHY**

The subject property is located on the United States Geological Survey (USGS) 7.5 Minute, Sunnymead Quadrangle map (USGS, 1980). The map indicates the elevation of the subject property ranges from approximately 1,580 feet above mean sea level (amsl) at the southern margin and rises in elevation to approximately 1,588 feet amsl at the northern margin of the property. The property consists of land which gently slopes in a southeasterly direction.

## REGIONAL AND LOCAL GEOLOGY

The subject property and vicinity are situated in the central part of the Peninsular Ranges geomorphic province, southwest of Perris Valley and south of Lake Mathews. The subject property lies east of the Cleveland National Forest and the Elsinore Mountains, in the foothills west of the Elsinore Trough and Lake Elsinore. This portion of the Peninsular Ranges contains the San Jacinto Valley, which lies parallel to the San Jacinto Fault zone trending northwesterly along the base of the San Jacinto Mountains. The subject property lies near the foothills northwest of Lake Elsinore, within the Perris Block (CGS, 2002). The subject property is underlain by Quaternary-age unconsolidated stream, river channel, and alluvial fan deposits (CDMG, 1966).

Structural deformation in the site vicinity is related to the Elsinore Fault zone, a major northwest-southwest trending strike-slip fault zone which runs through the immediate site vicinity (Jennings, 1994, CDMG, 2000). Motion along the Elsinore Fault zone is primarily right-lateral, with a minor right-reverse component. The Elsinore Fault zone is considered active, with major ruptures occurring approximately every 100 to 300 years, at magnitudes of 6.8 (CDMG, 1998).

Soil in the vicinity of the site has been identified by the United States Department of Agriculture - Natural Resource Conservation Service, online Web Soil Survey database as fine sandy loam of the Pachappa Soil Series at 2 to 8 percent slopes, (USDA, 2013). The Pachappa series consists of well drained (minimal) Noncalcic Brown soils developed from moderately coarse textured alluvium. They occur on gently sloping alluvial fans and flood plains under annual grass-herb vegetation. Pachappa soils have very slow runoff, and moderate permeability. In places the soil is subject to occasional overflow and high water table. The soils appear to have developed under conditions of occasional high water table.

## REGIONAL AND LOCAL HYDROGEOLOGY

According to the Santa Ana Regional Water Quality Control Board –Region (8) (SARWQCB, 1995), the subject property is located within the Perris Valley Hydrologic Subarea of the Perris Hydrologic Area of the San Jacinto Valley Hydrologic Unit (802.11). In general, groundwater in this basin has been designated as beneficial for domestic/municipal, industrial, processing and agricultural uses.

The California Department of Water Resources Water Data Library (WDL) website does not indicate the presence of any wells in the immediate site vicinity (Township 03 South, Range 03 West, and Section 8).

## FIELD ACTIVITIES

Prior to field activities, EEI staff coordinated site access with the current property and mobilized to the site for boring and utility mark-out. As required by California law, Underground Service Alert (USA) was contacted a minimum of 48-hours prior to drilling activities.

### Geophysical Survey

On January 28, 2014, EEI mobilized to the subject property to oversee a geophysical survey performed by SubSurface Survey, Inc. The purpose of our geophysical survey was to confirm the location of the former USTs pit and evaluate the perimeter of the on-site building for the presence of piping related to the former tanks, as well as any potential additional USTs (e.g., waste oil tank). The geophysical survey was also used to locate and identify any underground utilities that may exist in the vicinity of EEI's proposed boring locations. **Figure 2** illustrates the area of the proposed geophysical survey.

A combination of a Geonics EM-61 metal detector, a Geometrics 856 Memory Magnetometer, Metrotech utility line tracer, Schonstedt magnetic gradiometer, and a Sensors and Software ground penetrating radar (GPR) was be used during the survey.

The results of the survey did not reveal evidence of the presence of live utility lines in close proximity to the sample locations. The backfilled excavation associated with the former USTs was identified adjacent to the existing one-story building. No additional USTs, backfilled excavations, or suspect anomalies were identified in the area surveyed. A copy of the complete geophysical survey report, prepared by SubSurface Surveys is provided as an **Appendix B**.

### **Soil Vapor Sampling**

On January 28, 2014, EEI supervised the installation and sampling of eight soil vapor probes (SV-1 through SV-8) beneath the subject property to a depth of five feet below ground surface (bgs). A truck-mounted Geoprobe™ Direct Push drill rig was used to install the soil vapor probes. **Figure 2** illustrates soil vapor probe locations.

After advancing the boring to five feet bgs, small diameter (1/4-inch diameter) Nylaflo™ tubing was fitted with a sample tip (to assist in recovering a representative soil gas sample), and placed down the boring. A one-foot sand pack, consisting of #3 sand was placed into the borehole, followed by hydrated bentonite chips to the surface. Probe surface completion consisted of a two-way gas tight sample valve.

The vapor probes were then left in the ground for a minimum of 30 minutes to allow for subsurface conditions to equilibrate. Prior to sample collection, the sample tubing was purged of a minimum of three volumes of ambient air using an electric pump. Soil gas samples were collected after purging and equilibration by A&R Laboratories, which then proceeded to analyze the samples utilizing an on-site mobile laboratory, and under chain-of-custody (COC) documentation. Upon completion of soil gas sampling, the vapor probe tubing was removed, and all boring locations were backfilled with hydrated bentonite chips and a dirt surface cap.

Note: soil gas probe installation generally followed the Department of Toxic Substances Control (DTSC)/California Regional Water Quality Control Board - Los Angeles Region “Advisory - Active Soil Gas Investigations” guidance, dated April 2012.

### **Soil Sampling**

At the request of the DEH, a single soil boring, identified as B-1 was advanced in the area of the former UST pit. **Figure 2** illustrates the location of boring B-1. The purpose of the soil sampling was to evaluate the potential presence of petroleum hydrocarbon and/or Volatile Organic Compound (VOC) contaminants. Soil boring B-1 was advanced to a maximum depth of 28 feet bgs, at which point drilling refusal was encountered. Soil samples were collected at depths of 10, 20, and 28 feet bgs and submitted for laboratory analytical testing.

Soil samples were collected in driller provided acetate liners. After the sample was collected, a portion of the liner was sealed with Teflon™ tape and rubberized caps, and labeled with a number unique to the sample. The samples were then placed in the on-site mobile laboratory, under COC documentation, and transported back to A&R Laboratories for fixed-based analysis. A total of three soil samples were collected and submitted for laboratory analysis.

Soils encountered during this investigation consisted of silty, clayey sand and sandy silts. No free or perched water was observed during drilling. No physical evidence of contamination (i.e., visible staining or a noticeable odor) was observed in any of the samples.

## LABORATORY ANALYTICAL RESULTS

The following section discusses laboratory analytical results for soil vapor and soil matrix samples collected during this investigation. The attached **Tables** summarize the results, while complete laboratory analytical reports with COC documentation are included in **Appendix C**.

### Soil Vapor Samples

All eight soil vapor samples were analyzed for Volatile Organic Compounds (VOCs) and Total Petroleum Hydrocarbons as Gasoline (TPH-g) by EPA Test Method 8260B. One duplicate sample was also collected at location SV-4 and analyzed for laboratory quality assurance. The attached **Table 1** summarizes soil vapor laboratory analytical results. Complete laboratory reports and COC documentation are provided in **Appendix B**. The following bulleted items summarize the results of laboratory analytical testing:

- TPH-g was detected in all soil vapor samples, except for SV-2, SV-5 and SV-6. TPH-g concentrations ranged from 5,000 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ) (SV-8) to 120,000  $\mu\text{g}/\text{m}^3$  (SV-1). No other soil vapor samples detected TPH-g above the laboratory reporting limit (i.e., “non-detect”).
- Toluene was detected in soil vapor sample SV-1 at 310  $\mu\text{g}/\text{m}^3$ , SV-4 at 55  $\mu\text{g}/\text{m}^3$ , and SV-4 DUP at 63  $\mu\text{g}/\text{m}^3$ . No other samples detected toluene above the laboratory reporting limit (i.e., “non-detect”).
- Ethylbenzene was detected in soil vapor sample SV-1 at 170  $\mu\text{g}/\text{m}^3$ , SV-4 at 56  $\mu\text{g}/\text{m}^3$ , and SV-4 DUP at 89  $\mu\text{g}/\text{m}^3$ . No other samples detected ethylbenzene above the laboratory reporting limit (i.e., “non-detect”).
- Xylenes were detected in soil vapor sample SV-1 at 700  $\mu\text{g}/\text{m}^3$ , SV-4 at 244  $\mu\text{g}/\text{m}^3$ , SV-4 DUP at 430  $\mu\text{g}/\text{m}^3$ , SV-5 at 140  $\mu\text{g}/\text{m}^3$ , and SV-8 at 150  $\mu\text{g}/\text{m}^3$ . No other samples detected xylenes above the laboratory reporting limit (i.e., “non-detect”).
- No other VOCs were detected above the laboratory reporting limit (i.e., “non-detect”) in any of the samples analyzed.

### Soil Samples

All three soil samples were analyzed for VOCs by EPA Test Method 8260B, TPH (C4-C12) by EPA Test Method 5035/California LUFT, and TPH (C13-C22 and C23-C40) by EPA Test Method 8015B. The attached **Table 2** summarizes soil sample laboratory analytical results. Complete laboratory reports and COC documentation are provided in **Appendix B**. The following bulleted items summarize the results of laboratory analytical testing:

- No concentrations of VOCs or TPH (C4-C12, C13-C22 and C23-C40) was detected above the laboratory reporting limit (i.e., “non-detect”) in any of the soil samples analyzed.

## **FINDINGS**

Geophysical surveying was conducted throughout the subject property. The results of the survey did not reveal evidence of the presence of live utility lines in close proximity to the sample locations. The backfilled excavation associated with the former USTs was identified adjacent to the existing one-story building. No additional USTs, backfilled excavations, or suspect anomalies were identified in the area surveyed.

EEI performed a subsurface investigation at the subject property, which included the collecting and analyzing of 8 soil vapor samples at a depth of 5 feet bgs, and 3 soil matrix samples at depths of 10, 20, and 28 feet bgs. No detectable concentrations of VOCs or TPH (C4-C12, C13-C22 and C23-C40) was detected above the laboratory reporting limit (i.e., “non-detect”) in any of the soil samples analyzed.

Reported soil gas concentrations were compared to California Human Health Screening Levels (CHHSLs) for Shallow Soil Gas – Commercial Land Use Only values (Cal-EPA, 2005). The CHHSLs are concentrations of 18 hazardous chemicals that are used to estimate and compare reported concentrations in soil gas to risk to human health. Where CHHSL values were not available, California Regional Water Quality Control Board – San Francisco Bay Region, Environmental Screening Levels (ESLs) for Shallow Soil Gas (Commercial Land Use) were used (CRWQCB, 2013). The ESLs are concentrations of chemicals of concern commonly found during soil and groundwater investigations, which can be used to estimate and compare reported concentrations to risk to human health and the environment.

The maximum detectable concentration of TPH-g ( $120,000 \mu\text{g}/\text{m}^3$ ), Toluene ( $310 \mu\text{g}/\text{m}^3$ ), Ethylbenzene ( $370 \mu\text{g}/\text{m}^3$ ), Xylenes ( $700 \mu\text{g}/\text{m}^3$ ) are less than the commercial CHHSL/ESL screening levels of  $2,500,000 \mu\text{g}/\text{m}^3$  (TPH-g),  $378,000 \mu\text{g}/\text{m}^3$  (Toluene),  $3,600 \mu\text{g}/\text{m}^3$  (Ethylbenzene), and  $879,000 \mu\text{g}/\text{m}^3$  (Xylenes). No chemicals of potential concern detected in soil vapor exceeded the commercial CHHSL/ESL values.

## **CONCLUSIONS and RECOMMENDATIONS**

Based on the information in this report, EEI provides the following conclusions and recommendations:

- According to representatives of the Roman Catholic Bishop of San Bernardino, the proposed future use of the subject property is for a water retention basin and parking (southern portion) and potential office buildings (northern portion).
- EEI conducted a geophysical survey to evaluate subsurface conditions for evidence of additional USTs, backfilled excavations, and underground utilities. No evidence of USTs or backfilled excavations or live utilities in close proximity to our borings was identified during the geophysical survey conducted as part of this investigation.
- No detectable TPH or VOC concentrations other than TPH-g, toluene, ethylbenzene, and xylenes were reported in any of the samples analyzed in the area investigated on the subject property. The residual VOC reported in soil vapor was likely the result of a limited surface spill and does not appear to represent a significant release requiring mitigation. All detectable concentrations of chemicals of concern are less than applicable commercial screening levels. If discolored or odorous soil is encountered during future grading activities, EEI recommends that a qualified environmental professional be contacted and the material evaluate for potential chemicals of concern.

- EEI, on behalf of the Roman Catholic Bishop of San Bernardino recommends the DEH consider the site for regulatory closure.

## LIMITATIONS

Findings provided herein have been derived in accordance with current standards of practice, and no warranty is expressed or implied. Standards of practice are subject to change with time. This report has been prepared for the sole use of Roman Catholic Bishop of San Bernardino (Client), dated February 17, 2014, within a reasonable time from its authorization. Site conditions, land use (both onsite and offsite), or other factors may change as a result of manmade influences, and additional work may be required with the passage of time.

This evaluation should not be relied upon by other parties without the express written consent of EEI or the Client; therefore, any use or reliance upon this environmental evaluation by a party other than the Client, shall be solely at the risk of such third party and without legal recourse against EEI, its employees, officers, or directors, regardless of whether the action in which recovery of damages is brought or based upon contract, tort, statute, or otherwise. The Client has the responsibility to see that all parties to the project, including the designer, contractor, subcontractor, and building official, etc. are aware of this report in its complete form. This report contains information which may be used in the preparation of contract specifications; however, the report is not designed as a specification document, and may not contain sufficient information for use without additional assessment. EEI assumes no responsibility or liability for work or testing performed by others. In addition, this report may be subject to review by the controlling authorities.

If you have any questions or comments, please contact me at (760) 431-3747.

Sincerely,

**EEI**

Prepared and Edited By:

Brian R. Brennan  
Senior Project Manager

Under the Direction of:

Bernard A. Sentianin, PG  
Principal Geologist





**Results of former USTs Investigation  
San Bernardino Diocese - Moreno Valley, California**

February 17, 2014  
EEI Project No.: SBD-71769.2

**FIGURES:**

Figure 1 – Site Location Map

Figure 2 – Aerial Site Map

**TABLES:**

Table 1 – Soil Vapor Sample Results

Table 2 – Soil Sample Results

**APPENDICES:**

Appendix A – DEH Approval Letter

Appendix B – Geophysical Survey Report

Appendix C – Laboratory Analytical Data and Documentation

**DISTRIBUTION:**

- (1) Addressee
- (1) Mr. David Meier, Roman Catholic Bishop of San Bernardino

## **REFERENCES**

California Division of Mines and Geology (CDMG), 1966, Geologic Map of California, Santa Ana Sheet.

California Department of Conservation Division of Mines and Geology (CDMG), 1998, Maps of Known Active Fault Near-Source Zones in California and Adjacent Portions of Nevada, published by International Conference of Building Officials.

California Department of Conservation Division of Mines and Geology (CDMG), 2000, Digital Images of Official Maps of the Alquist-Priolo Earthquake Fault Zones of California, Southern Region, DMG CD 2000-003.

California Department of Water Resources, Water Data Library (WDL), Website (<http://www.water.ca.gov/waterdatalibrary>), accessed November 2013.

California Environmental Protection Agency (Cal-EPA), 2005, "Use of California Human Health Screening Levels (CHHSLs) in Evaluation of Contaminated Properties. Table 2 California Human Health Screening Levels for Indoor Air and Soil Gas." Dated January.

California Geological Survey (CGS), 2002, California Geomorphic Provinces Note 36, Electronic Copy, Revised December 2002.

California Regional Water Quality Control Board (CRWQCB), San Francisco Bay Region, "Screening For Environmental Concerns at Sites with Contaminated Soil and Groundwater," Final – December 2013.

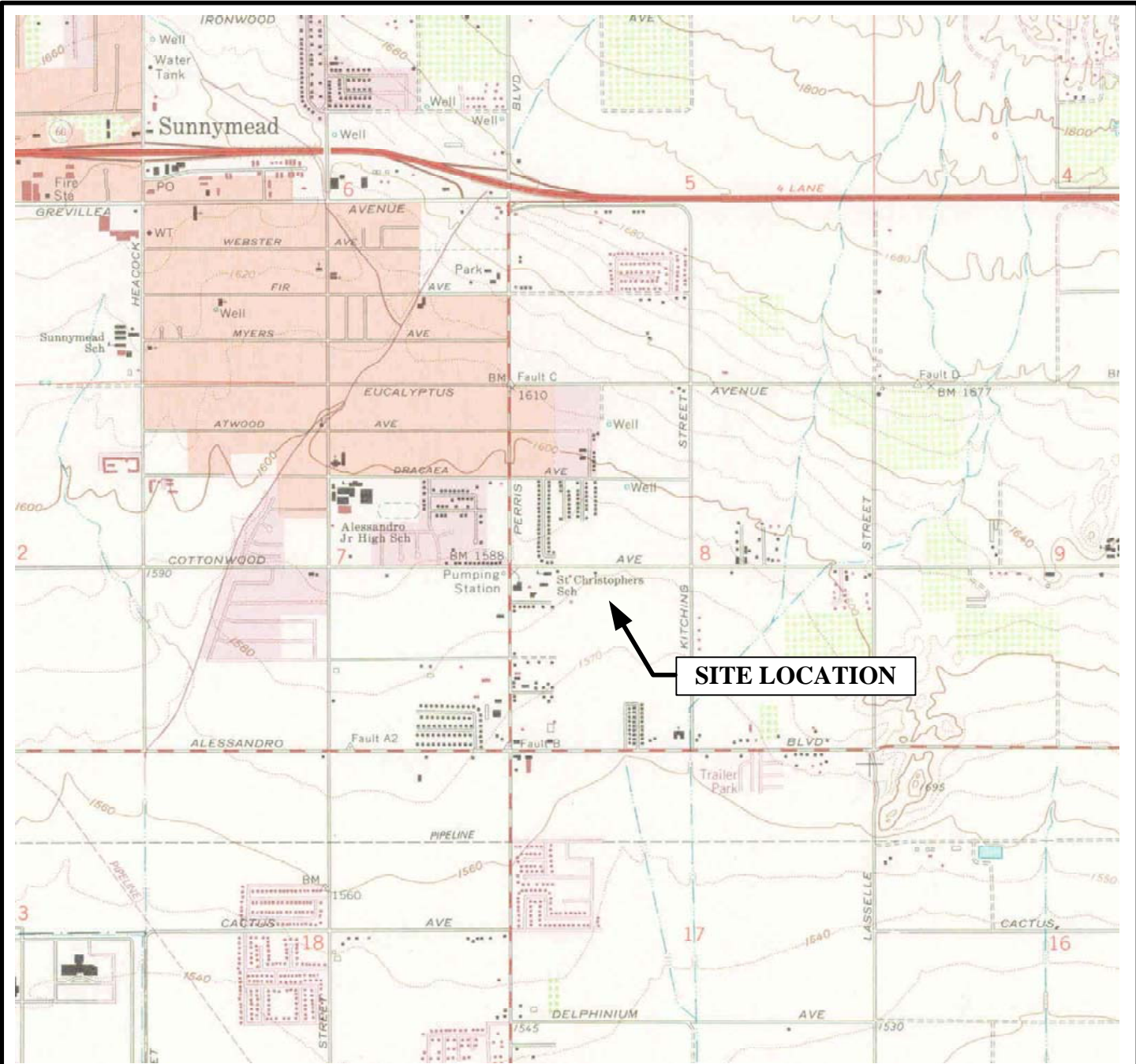
Santa Ana Regional Water Quality Control Board –Region 8, 1995, (SARWQCB): California State Water Resources Control Board Publication.

Jennings, Charles W., 1994, Fault Activity Map of California and Adjacent Areas, California Division of Mines and Geology, California Geologic Data Map Series, Map.

United States Department of Agriculture (USDA), Natural Resources Conservation Service, Website (<http://websoilsurvey.nrcs.usda.gov/app/>) Web Soil Survey, accessed November 2013.

United States Geological Survey (USGS), 1980, 7.5' Topographic Map, Sunnymead, California Quadrangle.

**FIGURES**



Map Source: USGS, Sunnymead, California 7.5 Minute Quadrangle map (USGS, 1980)

**LEGEND**



**Scale: 1" = 1,800'**



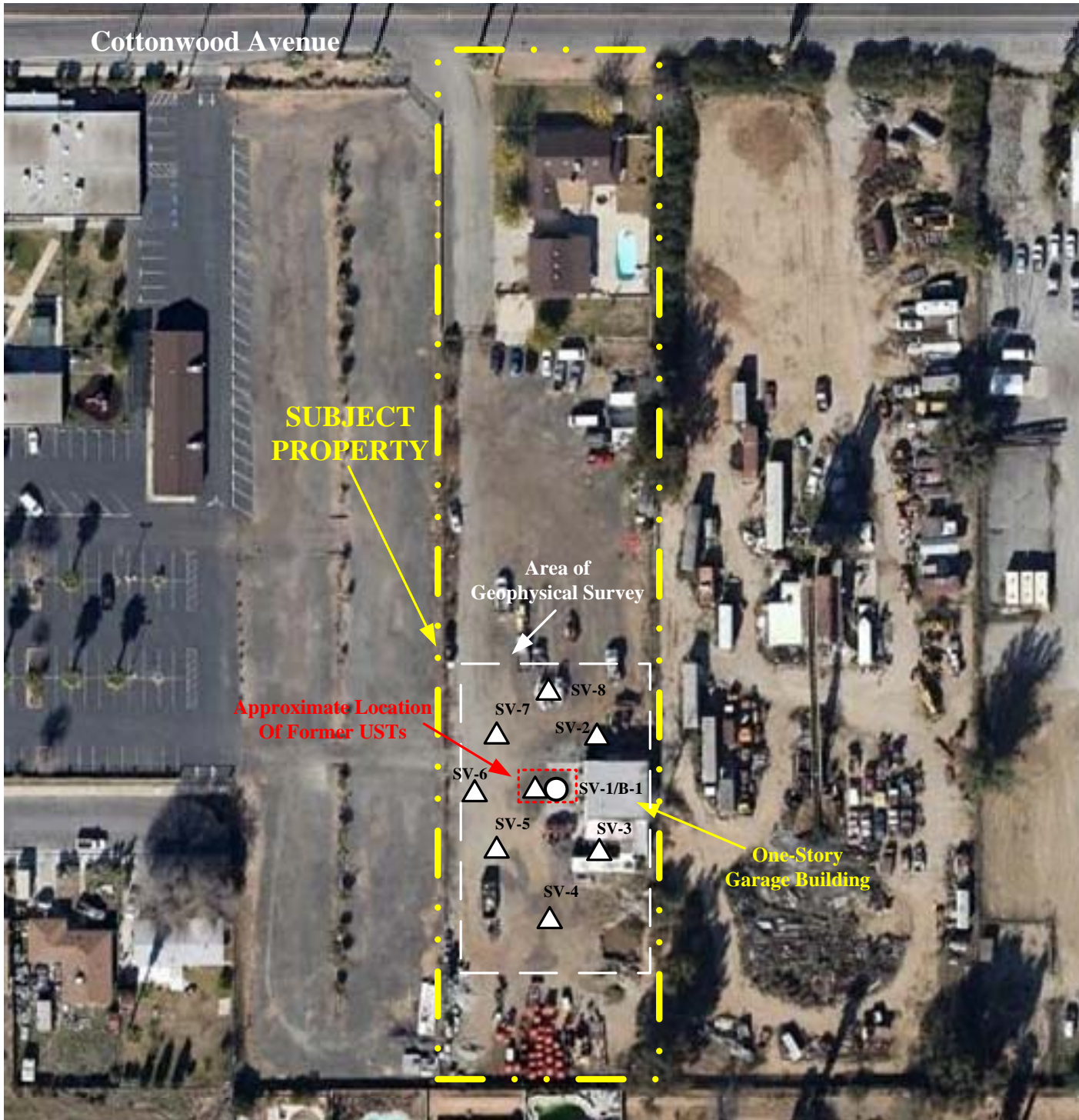
Note: All Locations Are Approximate

**SITE LOCATION MAP**

ROMAN CATHOLIC BISHOP OF SAN BERNARDINO  
 APN 479-200-003  
 25165 Cottonwood Avenue  
 Moreno Valley, Riverside County, California 92553  
 EEI Project No. SBD-71769.2  
 Created February 2014



**FIGURE 1**



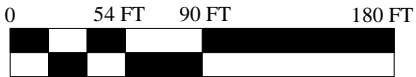
Map Source: Google® 2013; Imagery Date 11/6/12

**LEGEND**

△<sup>SV-1</sup> Soil vapor probe location

○<sup>B-1</sup> Soil boring location

**Approximate Scale: 1" = 90'**



Note: All locations are approximate

**AERIAL SITE MAP**

ROMAN CATHOLIC BISHOP OF SAN BERNARDINO  
 APN 479-200-003  
 25165 Cottonwood Avenue  
 Moreno Valley, Riverside County, California 92553  
 EEI Project No. SBD-71769.2  
 Revised February 2014



**FIGURE 2**

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF

**TABLES**

**TABLE 1**  
**Soil Vapor Sample Results**  
**EPA Method 8260B**  
**(reported as  $\mu\text{g}/\text{m}^3$ )**

SAMPLE ID	DATE	DEPTH (ft bgs)	TPH-g	Benzene	Toluene	Ethylbenzene	Xylenes	PCE	TCE	cis-DCE	VC
SV-1	1/28/2014	5	120,000	<36	310	170	700	<50	<50	<50	<13
SV-2	1/28/2014	5	<5,000	<36	<50	<50	<50-100	<50	<50	<50	<13
SV-3	1/28/2014	5	19,000	<36	<50	<50	<50-100	<50	<50	<50	<13
SV-4	1/28/2014	5	24,000	<36	55	56	244	<50	<50	<50	<13
SV-4 DUP	1/28/2014	5	28,000	<36	63	89	430	<50	<50	<50	<13
SV-5	1/28/2014	5	<5,000	<36	<50	<50	140	<50	<50	<50	<13
SV-6	1/28/2014	5	<5,000	<36	<50	<50	<50-100	<50	<50	<50	<13
SV-7	1/28/2014	5	8,100	<36	<50	<50	<50-100	<50	<50	<50	<13
SV-8	1/28/2014	5	5,000	<36	<50	<50	150	<50	<50	<50	<13
Laboratory Reporting Limits			5,000	36	50	50	50-100	50	50	<50	13
<b>Commercial CHHSLs/*ESLs</b>			<b>*2,500,000</b>	<b>122</b>	<b>378,000</b>	<b>3,600</b>	<b>879,000</b>	<b>603</b>	<b>1,770</b>	<b>44,400</b>	<b>44.8</b>

bgs = below ground surface; cis-DCE = cis-1,2-Dichloroethene; ft = feet; ID = identification; PCE = Tetrachloroethene; TCE = Trichloroethene; TPH-g = Total Petroleum Hydrocarbons as gasoline;  $\mu\text{g}/\text{m}^3$  = micrograms per cubic meter; VC = Vinyl Chloride. CHHSLs = California Human Health Screening Levels (soil gas values; commercial land use scenario; CalEPA, 2005); \* = Environmental Screening Levels (ESLs) (soil gas values; commercial land use scenario; SFBRWQCB, 2008). < value = less than the laboratory reporting limit (i.e., "non-detect").

**TABLE 2**  
**Soil Sample Results**  
**(reported as mg/kg)**

SAMPLE ID	DATE	DEPTH (ft bgs)	TPH			Benzene	Toluene	Ethylbenzene	Xylenes	PCE	TCE	cis-DCE	VC
			C4-C12	C13-C22	C23-C40								
			EPA 5035/CA LUFT	EPA 8015B									
B-1	1/28/2014	10	<0.20	<10	<20	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.002
		20	<0.20	<10	<20	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.002
		28	<0.20	<10	<20	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.002	<0.002
Laboratory Reporting Limits			0.20	10.00	20.00	0.001	0.001	0.001	0.001	0.001	0.001	0.002	0.002
<b>Commercial ESLs</b>			<b>100</b>	<b>100</b>	<b>100</b>	<b>0.04</b>	<b>2.9</b>	<b>3.3</b>	<b>2.3</b>	<b>0.55</b>	<b>0.46</b>	<b>0.19</b>	<b>0.032</b>

bgs = below ground surface; cis-DCE = cis-1,2-Dichloroethene; ft = feet; ID = identification; PCE = Tetrachloroethene; mg/kg = milligrams per kilogram; NA = Not Analyzed/Applicable; TCE = Trichloroethene; TPH = Total Petroleum Hydrocarbons; VC = Vinyl Chloride. ESLs = Environmental Screening Levels (ESLs) (soil values; commercial land use scenario; SFBRWQCB, 2008). < value = less than the laboratory reporting limit (i.e., "non-detect").



**APPENDIX A  
DEH APPROVAL LETTER**

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF



COUNTY OF RIVERSIDE  
DEPARTMENT OF ENVIRONMENTAL HEALTH

E.1.i

January 16, 2014

Roman Catholic Bishop of San Bernardino  
Attention: David Meier  
1201 E. Highland Avenue  
San Bernardino, California 92404

RE: Former Underground Storage Tanks (USTs)  
APN 479-200-003  
25165 Cottonwood Avenue  
Moreno Valley, California 92553

Dear Mr. Meier:

The Riverside County Department of Environmental Health-Environmental Cleanup Programs (RCDEH-ECP) has reviewed the *Work Plan for Geophysical Survey and Soil Vapor Sampling* (EEI, December 2, 2013) for the above referenced property. The workplan proposes to use geophysical survey equipment to identify potential USTs, piping, or backfilled excavations. Based on the findings, soil vapor sampling will be conducted in the area of the former USTs, as well as select locations surrounding the garage building, and any potential environmental concerns identified by the geophysical survey. The workplan is acceptable with the following conditions:

- One soil boring shall be completed in the area of the former UST tank cavity to a minimum depth of 30 feet below ground surface (bgs). Soil samples shall be collected from 10, 20 and 30 feet bgs and shall be analyzed for TPH Fuel Scan (C6-C40) using EPA Method 8015M and volatile organic compounds using EPA Method 8260 full scan.
- A RCDEH representative must be on-site to witness sampling activities. Please contact our office a minimum of five days prior to conducting field activities to ensure staff availability.
- As a responsible party, you will be billed at a rate of \$145 per hour for technical staff time spent reviewing documents, issuing letters, visiting the site, and all other associated activities.

If you have any questions or would like to schedule field activities contact Yvonne Reyes at (951) 955-8982 or by email at [ayreyes@rivcocha.org](mailto:ayreyes@rivcocha.org).

Sincerely,

Yvonne Reyes, REHS  
Environmental Health Specialist IV

Reviewed by,

Sharon Boltinghouse, P.G.  
Associate Public Health Professional Geologist

cc: Brian R. Brennan, EEI, [bbrennan@eetiger.com](mailto:bbrennan@eetiger.com)

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF

**APPENDIX B  
GEOPHYSICAL SURVEY REPORT**

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF



February 6, 2014

EEI

2195 Faraday Avenue, Suite K  
Carlsbad, CA 92008

Project No. 14-032

Attn: Brian Brennan

Re: Geophysical Investigation, borehole clearance, parking lot, 25165 Cottonwood Avenue, Moreno Valley, CA

This report is to present the results of our geophysical survey carried out over portions of a gravel parking lot located at 25165 Cottonwood Avenue in Moreno Valley, California (Figure 1). The survey was performed on January 28, 2014, and its purpose was to locate and identify, insofar as possible, the existence of any associated pipes, conduits, utilities, and other underground obstructions within the vicinity of eleven (11) proposed boreholes scheduled for drilling. A secondary objective was to identify the boundaries of a backfilled excavation associated with a previously removed UST.

A combination of electromagnetic induction (EM), magnetometry, and ground penetrating radar (GPR) was applied to the search. A utility locator with line tracing capabilities was also brought to the field and used where risers exist onto which a signal could be impressed and traced.

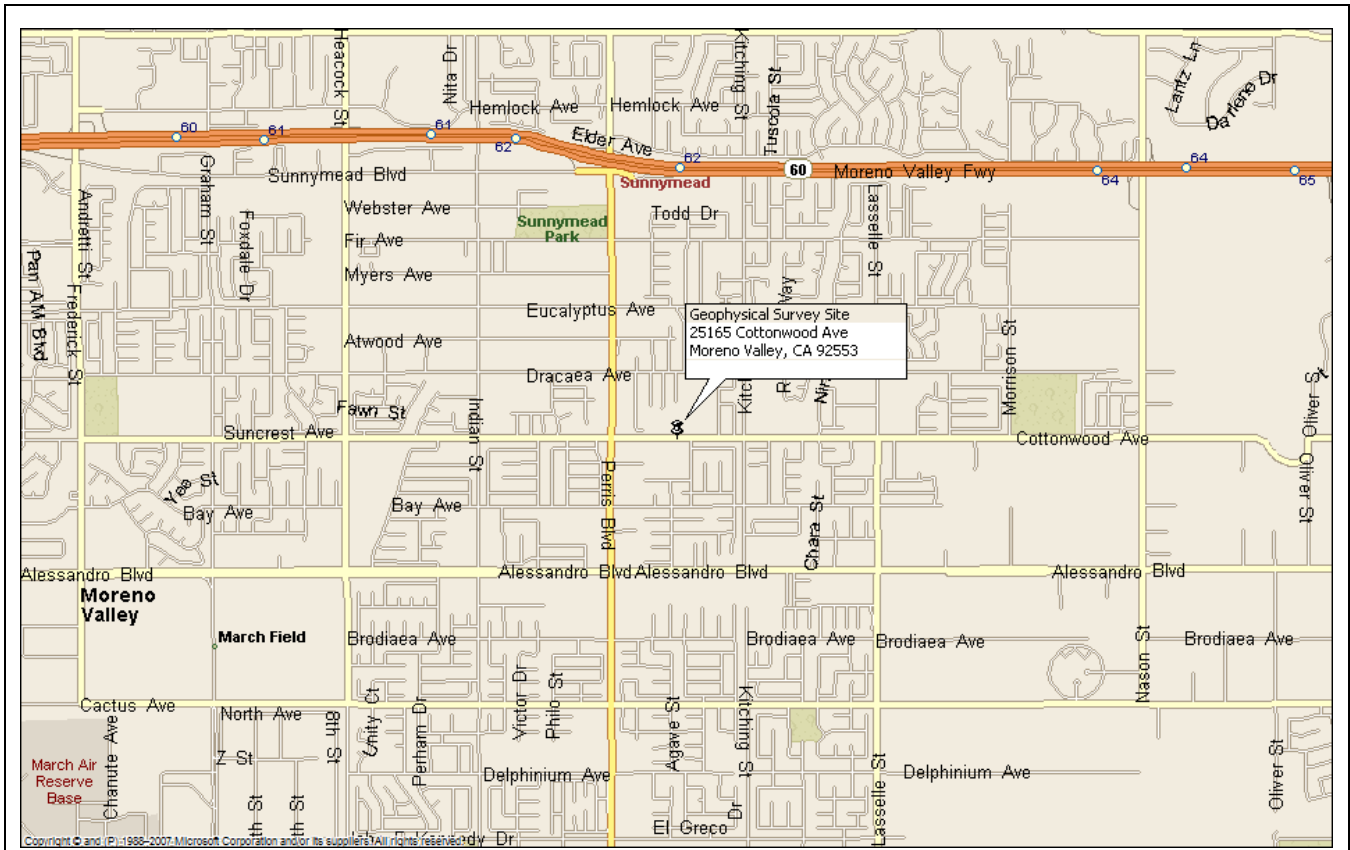


FIGURE 1 – Site Location Map

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF

**Survey Design** – The areas to be surveyed were identified in the field by the client. All eleven proposed boreholes were located on the gravel surfaced parking lot associated with a church. Additionally, the survey for the backfilled excavation for the UST was located adjacent to a garage.

In site situations and survey objectives such as this, the best use of time is achieved by systematically free-traversing with the instruments while monitoring them continuously to determine which responses are significant and due to true subsurface targets, and which are due to other non-target or above-ground features and must be ignored. Where applicable, the EM devices, magnetic gradiometer, and GPR were traversed systematically over the survey areas in multiple, organized directions. Other traverses were taken for detailing and confirmation where anomalous conditions were found.

In addition, the line tracers were used to impress signals onto pipes, generally through accessible risers and tracer wires when present, to delineate the lines' locations and orientations. The instruments were also used in passive mode, configured to detect 60 Hz electrical signals and other common radio-frequency signals.

Hard copy of the EM data was not acquired, that is, discrete readings on the nodes of a grid were not recorded that could be put into a contoured map format. Rather, the instruments' meters were read continuously, and in real-time, during each traverse. This free-traversing method allowed for immediate detection of anomalous objects and facilitated the opportunity to investigate them further, without the need to first download and process data in the office. The lack of hard copy for EM data sets does not degrade the quality of the survey in any way. Hard copy merely provides a basis for report documentation of these geophysical fields, if such documentation is needed.

A Geonic's model EM61 and a Fischer M-Scope, were used for the EM sampling. A Sensors & Software Noggin Ground Penetrating Radar unit with 500 MHz antenna produced the radar images. A Metrotech 9890 and RIDGID SR-60 SeekTech utility locator rounded out the tools applied.

**Brief Description of the Geophysical Methods Applied** – The EM61 instrument is a high resolution, time-domain device for detecting buried conductive objects. It consists of a powerful transmitter that generates a pulsed primary magnetic field when its coils are energized, which induces eddy currents in nearby conductive objects. The decay of the eddy currents, following the input pulse, is measured by the coils, which in turn serve as receiver coils. The decay rate is measured for two coils, mounted concentrically, one above the other. By making the measurements at a relatively long time interval (measured in milliseconds) after termination of the primary pulse, the response is nearly independent of the electrical conductivity of the ground. Thus, the instrument is a super-sensitive metal detector. Due to its unique coil arrangement, the response curve is a single well-defined positive peak directly over a buried conductive object. This facilitates quick and accurate location of targets.

The M-Scope device energizes the ground by producing an alternating primary magnetic field with AC current in a transmitting coil. If conducting materials are within the area of influence of the primary field, AC eddy currents are induced to flow in the conductors. A receiving coil senses the secondary magnetic field produced by these eddy currents, and outputs the response as anomalous conditions. The strength of the secondary field is a function of the conductivity of the object, say a pipe, tank or cluster of drums, its size, and its depth and position relative to the instrument's two coils. Conductive objects, to a depth of approximately 7 feet below ground surface (bgs) for the M-Scope are sensed. The device is also somewhat focused; that is, it is more sensitive to conductors below the instrument than they are to conductors off to the side.

The line locator is used to passively detect energized high voltage electric lines and electrical conduit (50-60 Hz), VLF signals (14-22 kHz), as well as to actively trace other utilities. Where risers are present,

the utility locator transmitter can be connected directly to the object, and a signal (9.8-82 kHz) is sent traveling along the conductor, pipe, conduit, etc. In the absence of a riser, the transmitter can be used to impress an input signal on the utility by induction. In either case, the receiver unit is tuned to the input signal, and is used to actively trace the signal along the pipe's surface projection.

The GPR instrument beams energy into the ground from its transducer/antenna, in the form of electromagnetic waves. A portion of this energy is reflected back to the antenna at a boundary in the subsurface across which there is an electrical contrast. The instrument produces a continuous record of the reflected energy as the antenna is traversed across the ground surface. The greater the electrical contrast, the higher the amplitude of the returned energy. The radar wave travels at a velocity unique to the material properties of the ground being investigated, and when these velocities are known, the two-way travel times can be converted to depth. The depth of penetration and image resolution produced are a function of ground electrical conductivity and dielectric constant.

**Interpretation and Conclusions** - The interpretation took place in real time as the survey progressed, and accordingly, the findings of our investigation were documented with site photographs (Figures 2-12). Utilities detected within the survey area were marked out with chalk spray paint using industry standard colors: orange for communications, blue for water, and yellow for gas. The backfilled excavation was marked out with pink spray paint (Figure 12). Once completed the proposed boreholes were spray-painted with a white circle and yellow "SSS" to indicate that Subsurface Surveys personnel had investigated them.

**Limitations and Further Recommendations** - It should be understood that limitations inherent in geophysical instruments and/or surveying techniques exist at all sites, and nearly all sites exhibit conditions under which such might not perform optimally. Consequently, the detection of buried objects in all circumstances **cannot be guaranteed**. Such limitations are numerous and include, but are not limited to, rebar-reinforced ground cover, abrupt changes in ground cover type, above-ground obstacles preventing full traverses or traverses in one direction only, above-ground conductive objects interfering with instrument signal, nearby power lines or EM transmitters, highly conductive background soil conditions, limited GPR penetration, non-metallic targets, shallower or larger objects shielding deeper or smaller targets, tracing signal jumping from one line to another, and inaccessible risers, cleanouts, valve boxes, and manholes. If one or more geophysical instrument is rendered ineffective and cannot be utilized, the quality of the survey can be somewhat degraded.

For the above reasons, and in the interest of maximum safety, we encourage our clients to take advantage of Underground Service Alert (USA), Dig Alert, or other similar services, when possible. Furthermore, we recommend hand auguring and the use of a drilling method known as air knifing or vacuum extraction, when feasible or if applicable to this project. These methods may significantly limit damage to underground pipes, conduits, and utilities that might not have been detectable during the course of this survey. Please bear in mind, that geophysical surveying is only one of several levels of protection that is available to our clients.

SubSurface Surveys may include maps in some reports. While they are an accurate general representation of the site and our findings, they are not of engineering quality (i.e., measured and mapped by a licensed land surveyor).

SubSurface Surveys and Associates makes no guarantee either expressed or implied regarding the accuracy of the findings and interpretations present. And, in no event will SubSurface Surveys and Associates be liable for any direct, indirect, special, incidental, or consequential damages resulting from interpretations and opinions presented herewith.

All data generated on this project are in confidential file in this office, and are available for review by authorized persons at any time. The opportunity to participate in this investigation is very much appreciated. Please call, if there are questions.



Daniel L. Matticks, MS  
Staff Geophysicist



Travis Crosby, GP# 1044  
Senior Geophysicist

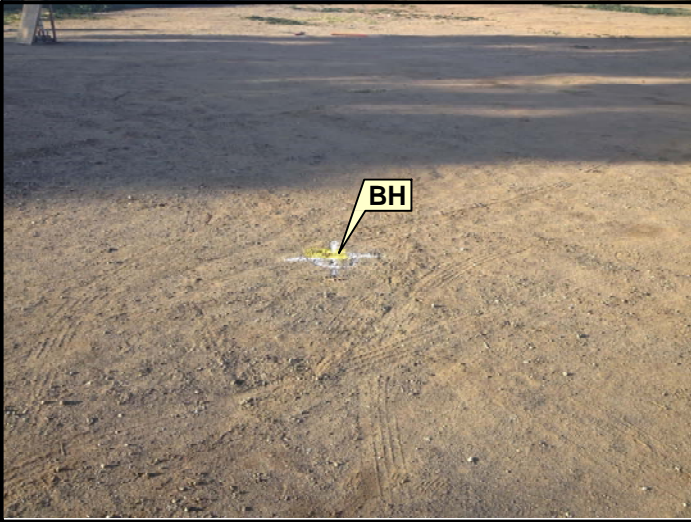


Figure 2

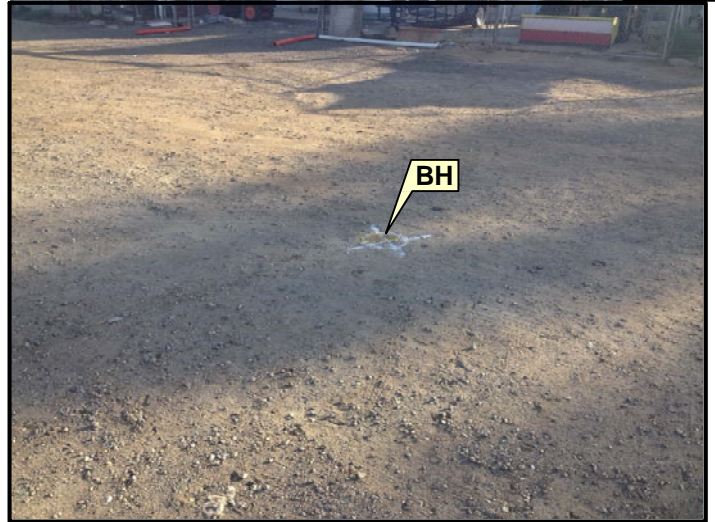


Figure 3

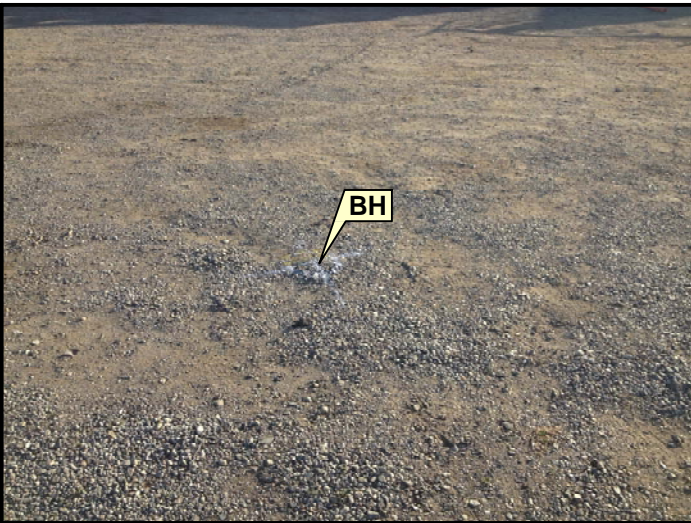


Figure 4

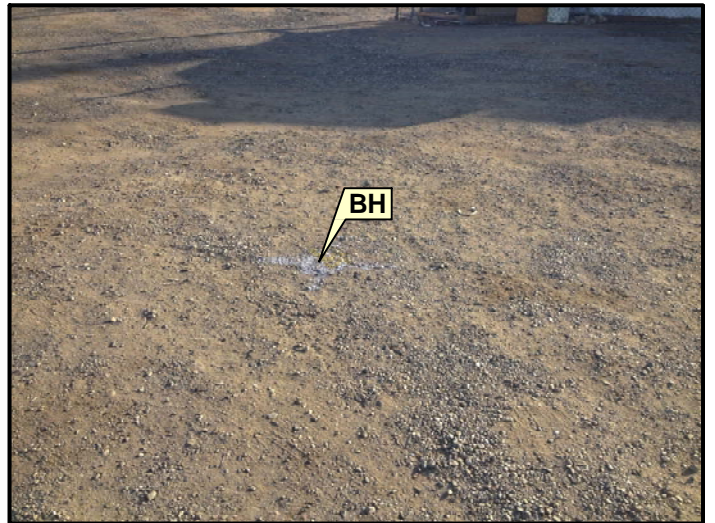


Figure 5



Figure 6

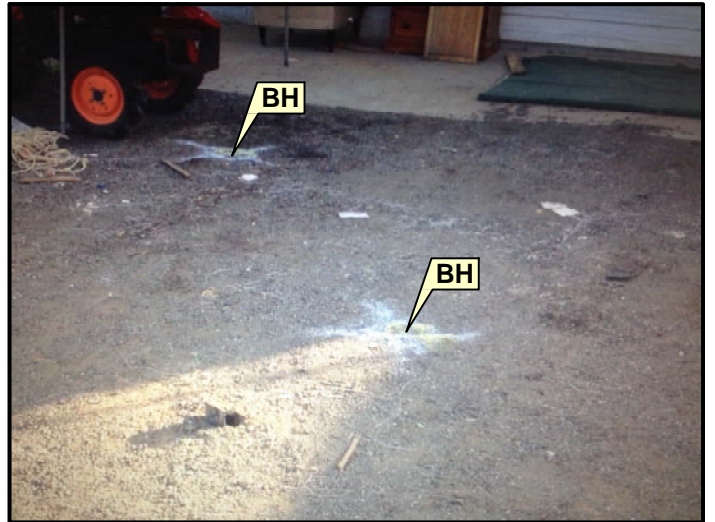


Figure 7

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF



SITE:  
Gravel lot  
25165 Cottonwood Ave  
Moreno Valley, California

TITLE:  
Borehole Photographs

PREPARED FOR:  
EEI

SURVEY DATE:  
January 28, 2014

SSS PROJECT NO:  
14-032





Figure 8

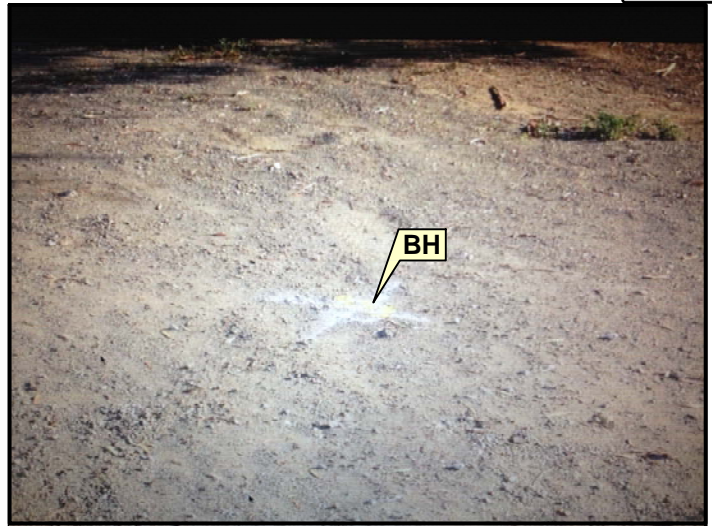


Figure 9

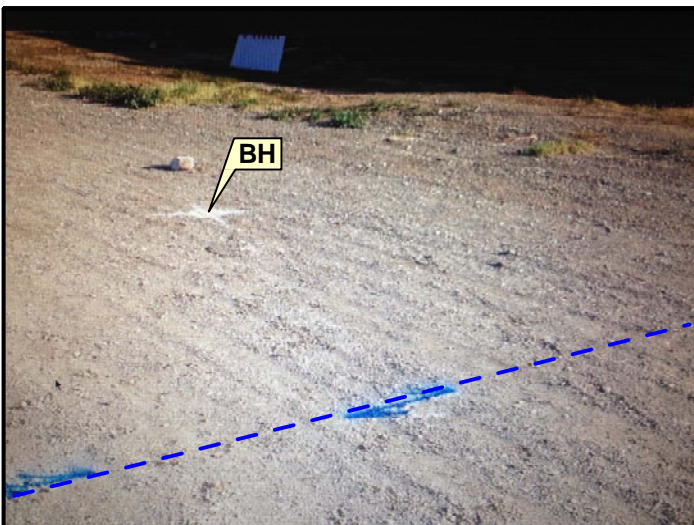


Figure 10



Figure 11

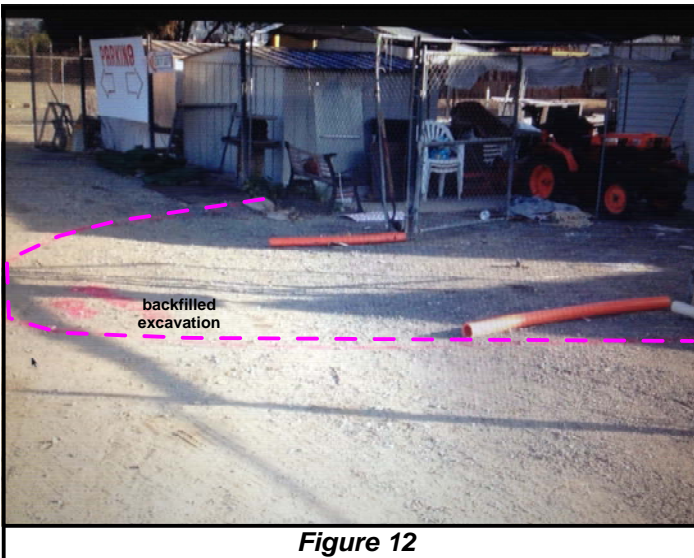


Figure 12



SITE:  
Gravel lot  
25165 Cottonwood Ave  
Moreno Valley, California

TITLE:  
Borehole Photographs  
PREPARED FOR:  
EEI

SURVEY DATE:  
January 28, 2014  
SSS PROJECT NO:  
14-032

**APPENDIX C**  
**LABORATORY ANALYTICAL DAT AND DOCUMENTATION**

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF



# A & R Laboratories

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LA City#	10261
ELAP#s	2789
	2790
	2122

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### CASE NARRATIVE

Authorized Signature Name / Title (print)

Ken Zheng, President

Signature / Date

*Ken Zheng*

Ken Zheng, President  
01/31/2014 14:41:42

Laboratory Job No. (Certificate of Analysis No.)

1401-00141

Project Name / No.

25165 Cottonwood Ave., Moreno Valley

Dates Sampled (from/to)

01/28/14 To 01/28/14

Dates Received (from/to)

01/28/14 To 01/28/14

Dates Reported (from/to)

01/30/14 To 1/31/2014

Chains of Custody Received

Yes

Comments:

#### Subcontracting

Organic Analyses

No analyses sub-contracted

#### Sample Condition(s)

All samples intact

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## CERTIFICATE OF ANALYSIS

1401-00141

**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

**Project: 25165 Cottonwood Ave., Moreno Valley**

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 001 <b>SV-6</b> Date & Time Sampled: 01/28/14 @ 9:2													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
[VOCs by GCMS]													
Acetone	<5.0	5	10	µg/L	<5,000	5,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
t-Amyl Methyl Ether (TAME)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Benzene	<0.036	0.036	0.050	µg/L	<36	36	50	µg/m3	1.0	EPA 8260B	01/28/14		
Bromobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromodichloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromoform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromomethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
t-Butanol (TBA)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
2-Butanone (MEK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
n-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
sec-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
tert-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Disulfide	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Tetrachloride	<0.025	0.025	0.050	µg/L	<25	25	50	µg/m3	1.0	EPA 8260B	01/28/14		
Chlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloromethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
2-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromoethane (EDB)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromo-3-Chloropropane	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromomethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

The data and information on this, and other accompanying documents, represent only the sample(s) analyzed and is rendered upon condition that it is not to be reproduced, wholly or in part, for advertising or other purposes without approval from the laboratory.

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Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 001 <b>SV-6</b> Date & Time Sampled: 01/28/14 @ 9:2													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,4-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dichlorodifluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Diisopropyl Ether (DIPE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethyl-t-Butyl Ether (EtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Hexachlorobutadiene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2-Hexanone	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Isopropylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Isopropyltoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Methylene Chloride	<1.0	1	2.0	µg/L	<1,000	1,000	2,000	µg/m3	1.0	EPA 8260B	01/28/14		
4-Methyl-2-Pentanone (MIBK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Methyl-t-butyl Ether (MtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Naphthalene	<0.032	0.032	0.050	µg/L	<32	32	50	µg/m3	1.0	EPA 8260B	01/28/14		
n-Propylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Styrene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1,2-Tetrachloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 001 SV-6 Date & Time Sampled: 01/28/14 @ 9:2													
Sample Matrix: Soil Vapor													
Purge Volume Sampled: 3													
.....continued													
1,1,2,2-Tetrachloroethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
Tetrachloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Toluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorofluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorotrifluoroethane	<0.20	0.2	0.20	µg/L	<200	200	200	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3,5-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Vinyl Chloride	<0.013	0.013	0.050	µg/L	<13	13	50	µg/m3	1.0	EPA 8260B	01/28/14		
m,p-Xylenes	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
o-Xylene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Vapor Sampling Tracer]													
Isopropanol (IPA)	<10	10	10	µg/L	<10,000	10,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Surrogates]													
Dibromofluoromethane	108		70-130	%REC					1.0	EPA 8260B	01/28/14		
Toluene-D8	105		70-130	%REC					1.0	EPA 8260B	01/28/14		
Bromofluorobenzene	96		70-130	%REC					1.0	EPA 8260B	01/28/14		
[TPH Gasoline by GCMS]													
C4-C12	<5.00	5	10	µg/L	<5,000	5,000	10,000	µg/m3	0.10	CA LUFT	01/28/14		

Sample: 002 SV-5  
Sample Matrix: Soil Vapor  
Purge Volume Sampled: 3

Date & Time Sampled: 01/28/14 @ 9:4

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SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 002 <b>SV-5</b> Date & Time Sampled: 01/28/14 @ 9:4													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
[VOCs by GCMS]													
Acetone	<5.0	5	10	µg/L	<5,000	5,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
t-Amyl Methyl Ether (TAME)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Benzene	<0.036	0.036	0.050	µg/L	<36	36	50	µg/m3	1.0	EPA 8260B	01/28/14		
Bromobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromodichloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromoform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromomethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
t-Butanol (TBA)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
2-Butanone (MEK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
n-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
sec-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
tert-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Disulfide	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Tetrachloride	<0.025	0.025	0.050	µg/L	<25	25	50	µg/m3	1.0	EPA 8260B	01/28/14		
Chlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloromethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
2-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromoethane (EDB)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromo-3-Chloropropane	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromomethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 002 <b>SV-5</b> Date & Time Sampled: 01/28/14 @ 9:4													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,3-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,4-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dichlorodifluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Diisopropyl Ether (DiPE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethyl-t-Butyl Ether (EtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Hexachlorobutadiene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2-Hexanone	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Isopropylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Isopropyltoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Methylene Chloride	<1.0	1	2.0	µg/L	<1,000	1,000	2,000	µg/m3	1.0	EPA 8260B	01/28/14		
4-Methyl-2-Pentanone (MIBK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Methyl-t-butyl Ether (MtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Naphthalene	<0.032	0.032	0.050	µg/L	<32	32	50	µg/m3	1.0	EPA 8260B	01/28/14		
n-Propylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Styrene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 002 <b>SV-5</b> Date & Time Sampled: 01/28/14 @ 9:4													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,1,1,2-Tetrachloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2,2-Tetrachloroethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
Tetrachloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Toluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorofluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorotrifluoroethane	<0.20	0.2	0.20	µg/L	<200	200	200	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3,5-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Vinyl Chloride	<0.013	0.013	0.050	µg/L	<13	13	50	µg/m3	1.0	EPA 8260B	01/28/14		
m,p-Xylenes	<b>0.14</b>	0.1	0.20	µg/L	<b>140</b>	100	200	µg/m3	J 1.0	EPA 8260B	01/28/14		
o-Xylene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Vapor Sampling Tracer]													
Isopropanol (IPA)	<10	10	10	µg/L	<10,000	10,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Surrogates]													
Dibromofluoromethane	109		70-130	%REC					1.0	EPA 8260B	01/28/14		
Toluene-D8	106		70-130	%REC					1.0	EPA 8260B	01/28/14		
Bromofluorobenzene	96		70-130	%REC					1.0	EPA 8260B	01/28/14		
[TPH Gasoline by GCMS ]													
C4-C12	<5.00	5	10	µg/L	<5,000	5,000	10,000	µg/m3	0.10	CA LUFT	01/28/14		

Sample: 003 **SV-1**  
Sample Matrix: **Soil Vapor**

Date & Time Sampled: 01/28/14 @ 10:0

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LA City# 10261  
ELAP#s 2789  
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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 003 SV-1													Date & Time Sampled: 01/28/14 @ 10:0
Sample Matrix: Soil Vapor													
Purge Volume Sampled: 3													
[VOCs by GCMS]													
Acetone	<5.0	5	10	µg/L	<5,000	5,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
t-Amyl Methyl Ether (TAME)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Benzene	<0.036	0.036	0.050	µg/L	<36	36	50	µg/m3	1.0	EPA 8260B	01/28/14		
Bromobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromodichloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromoform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromomethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
t-Butanol (TBA)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
2-Butanone (MEK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
n-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
sec-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
tert-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Disulfide	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Tetrachloride	<0.025	0.025	0.050	µg/L	<25	25	50	µg/m3	1.0	EPA 8260B	01/28/14		
Chlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloromethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
2-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromoethane (EDB)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromo-3-Chloropropane	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromomethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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Invoice No. 71282  
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Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 003 <b>SV-1</b> Date & Time Sampled: 01/28/14 @ 10:0													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,4-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dichlorodifluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Diisopropyl Ether (DIPE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethylbenzene	<b>0.17</b>	0.05	0.10	µg/L	<b>170</b>	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethyl-t-Butyl Ether (EtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Hexachlorobutadiene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2-Hexanone	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Isopropylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Isopropyltoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Methylene Chloride	<1.0	1	2.0	µg/L	<1,000	1,000	2,000	µg/m3	1.0	EPA 8260B	01/28/14		
4-Methyl-2-Pentanone (MIBK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Methyl-t-butyl Ether (MtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Naphthalene	<0.032	0.032	0.050	µg/L	<32	32	50	µg/m3	1.0	EPA 8260B	01/28/14		
n-Propylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Styrene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1,2-Tetrachloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

**Project: 25165 Cottonwood Ave., Moreno Valley**

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 003 <b>SV-1</b> Date & Time Sampled: 01/28/14 @ 10:0													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,1,2,2-Tetrachloroethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
Tetrachloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Toluene	<b>0.31</b>	0.05	0.10	µg/L	<b>310</b>	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorofluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorotrifluoroethane	<0.20	0.2	0.20	µg/L	<200	200	200	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3,5-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Vinyl Chloride	<0.013	0.013	0.050	µg/L	<13	13	50	µg/m3	1.0	EPA 8260B	01/28/14		
m,p-Xylenes	<b>0.53</b>	0.1	0.20	µg/L	<b>530</b>	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
o-Xylene	<b>0.17</b>	0.05	0.10	µg/L	<b>170</b>	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Vapor Sampling Tracer]													
Isopropanol (IPA)	<10	10	10	µg/L	<10,000	10,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Surrogates]													
Dibromofluoromethane	103		70-130	%REC					1.0	EPA 8260B	01/28/14		
Toluene-D8	107		70-130	%REC					1.0	EPA 8260B	01/28/14		
Bromofluorobenzene	101		70-130	%REC					1.0	EPA 8260B	01/28/14		
[TPH Gasoline by GCMS ]													
C4-C12	<b>120</b>	5	10	µg/L	<b>120,000</b>	5,000	10,000	µg/m3	0.10	CA LUFT	01/28/14		

Sample: 004 **SV-7**  
Sample Matrix: **Soil Vapor**  
Purge Volume Sampled: **3**

Date & Time Sampled: 01/28/14 @ 10:3

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Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 004 <b>SV-7</b> <span style="float: right;">Date &amp; Time Sampled: 01/28/14 @ 10:3</span>													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
[VOCs by GCMS]													
Acetone	<5.0	5	10	µg/L	<5,000	5,000	10,000	µg/m3	1.0		EPA 8260B	01/28/14	
t-Amyl Methyl Ether (TAME)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Benzene	<0.036	0.036	0.050	µg/L	<36	36	50	µg/m3	1.0		EPA 8260B	01/28/14	
Bromobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromodichloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromoform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromomethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0		EPA 8260B	01/28/14	
t-Butanol (TBA)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
2-Butanone (MEK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
n-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
sec-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
tert-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Carbon Disulfide	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
Carbon Tetrachloride	<0.025	0.025	0.050	µg/L	<25	25	50	µg/m3	1.0		EPA 8260B	01/28/14	
Chlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Chloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Chloroform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Chloromethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0		EPA 8260B	01/28/14	
2-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
4-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Dibromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,2-Dibromoethane (EDB)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,2-Dibromo-3-Chloropropane	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
Dibromomethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,2-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	

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Sample: 004 <b>SV-7</b> Date & Time Sampled: 01/28/14 @ 10:3													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,3-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,4-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dichlorodifluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Diisopropyl Ether (DiPE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethyl-t-Butyl Ether (EtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Hexachlorobutadiene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2-Hexanone	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Isopropylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Isopropyltoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Methylene Chloride	<1.0	1	2.0	µg/L	<1,000	1,000	2,000	µg/m3	1.0	EPA 8260B	01/28/14		
4-Methyl-2-Pentanone (MIBK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Methyl-t-butyl Ether (MtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Naphthalene	<0.032	0.032	0.050	µg/L	<32	32	50	µg/m3	1.0	EPA 8260B	01/28/14		
n-Propylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Styrene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 004 <b>SV-7</b> Date & Time Sampled: 01/28/14 @ 10:3													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,1,1,2-Tetrachloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2,2-Tetrachloroethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
Tetrachloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Toluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorofluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorotrifluoroethane	<0.20	0.2	0.20	µg/L	<200	200	200	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3,5-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Vinyl Chloride	<0.013	0.013	0.050	µg/L	<13	13	50	µg/m3	1.0	EPA 8260B	01/28/14		
m,p-Xylenes	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
o-Xylene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Vapor Sampling Tracer]													
Isopropanol (IPA)	<10	10	10	µg/L	<10,000	10,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Surrogates]													
Dibromofluoromethane	109		70-130	%REC					1.0	EPA 8260B	01/28/14		
Toluene-D8	108		70-130	%REC					1.0	EPA 8260B	01/28/14		
Bromofluorobenzene	100		70-130	%REC					1.0	EPA 8260B	01/28/14		
[TPH Gasoline by GCMS ]													
C4-C12	<b>8.1</b>	5	10	µg/L	<b>8,100</b>	5,000	10,000	µg/m3	J	0.10	CA LUFT	01/28/14	

Sample: 005 **SV-2**  
Sample Matrix: **Soil Vapor**

Date & Time Sampled: 01/28/14 @ 10:5

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## CERTIFICATE OF ANALYSIS

1401-00141

**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 005 <b>SV-2</b> <span style="float: right;">Date &amp; Time Sampled: 01/28/14 @ 10:5</span> Sample Matrix: <b>Soil Vapor</b> Purge Volume Sampled: <b>3</b>													
[VOCs by GCMS]													
Acetone	<5.0	5	10	µg/L	<5,000	5,000	10,000	µg/m3	1.0		EPA 8260B	01/28/14	
t-Amyl Methyl Ether (TAME)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Benzene	<0.036	0.036	0.050	µg/L	<36	36	50	µg/m3	1.0		EPA 8260B	01/28/14	
Bromobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromodichloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromoform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromomethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0		EPA 8260B	01/28/14	
t-Butanol (TBA)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
2-Butanone (MEK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
n-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
sec-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
tert-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Carbon Disulfide	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
Carbon Tetrachloride	<0.025	0.025	0.050	µg/L	<25	25	50	µg/m3	1.0		EPA 8260B	01/28/14	
Chlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Chloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Chloroform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Chloromethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0		EPA 8260B	01/28/14	
2-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
4-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Dibromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,2-Dibromoethane (EDB)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,2-Dibromo-3-Chloropropane	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
Dibromomethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,2-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,3-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	

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## CERTIFICATE OF ANALYSIS

### 1401-00141

**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

**Project: 25165 Cottonwood Ave., Moreno Valley**

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 005 <b>SV-2</b> Date & Time Sampled: 01/28/14 @ 10:5													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,4-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dichlorodifluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Diisopropyl Ether (DIPE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethyl-t-Butyl Ether (EtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Hexachlorobutadiene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2-Hexanone	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Isopropylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Isopropyltoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Methylene Chloride	<1.0	1	2.0	µg/L	<1,000	1,000	2,000	µg/m3	1.0	EPA 8260B	01/28/14		
4-Methyl-2-Pentanone (MIBK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Methyl-t-butyl Ether (MtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Naphthalene	<0.032	0.032	0.050	µg/L	<32	32	50	µg/m3	1.0	EPA 8260B	01/28/14		
n-Propylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Styrene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1,2-Tetrachloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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Date Reported 01/30/14  
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 Invoice No. 71282  
 Cust # 1712  
 Permit Number  
 Customer P.O.

**Project: 25165 Cottonwood Ave., Moreno Valley**

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 005 <b>SV-2</b> Date & Time Sampled: 01/28/14 @ 10:5													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,1,2,2-Tetrachloroethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
Tetrachloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Toluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorofluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorotrifluoroethane	<0.20	0.2	0.20	µg/L	<200	200	200	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3,5-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Vinyl Chloride	<0.013	0.013	0.050	µg/L	<13	13	50	µg/m3	1.0	EPA 8260B	01/28/14		
m,p-Xylenes	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
o-Xylene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Vapor Sampling Tracer]													
Isopropanol (IPA)	<10	10	10	µg/L	<10,000	10,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Surrogates]													
Dibromofluoromethane	108		70-130	%REC					1.0	EPA 8260B	01/28/14		
Toluene-D8	108		70-130	%REC					1.0	EPA 8260B	01/28/14		
Bromofluorobenzene	98		70-130	%REC					1.0	EPA 8260B	01/28/14		
[TPH Gasoline by GCMS ]													
C4-C12	<5.00	5	10	µg/L	<5,000	5,000	10,000	µg/m3	0.10	CA LUFT	01/28/14		

Sample: 006 **SV-8**  
 Sample Matrix: **Soil Vapor**  
 Purge Volume Sampled: **3**

Date & Time Sampled: 01/28/14 @ 11:1

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## CERTIFICATE OF ANALYSIS

1401-00141

**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

**Project: 25165 Cottonwood Ave., Moreno Valley**

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 006 <b>SV-8</b> <span style="float: right;">Date &amp; Time Sampled: 01/28/14 @ 11:1</span> Sample Matrix: <b>Soil Vapor</b> Purge Volume Sampled: <b>3</b> .....continued													
[VOCs by GCMS]													
Acetone	<5.0	5	10	µg/L	<5,000	5,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
t-Amyl Methyl Ether (TAME)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Benzene	<0.036	0.036	0.050	µg/L	<36	36	50	µg/m3	1.0	EPA 8260B	01/28/14		
Bromobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromodichloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromoform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromomethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
t-Butanol (TBA)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
2-Butanone (MEK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
n-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
sec-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
tert-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Disulfide	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Tetrachloride	<0.025	0.025	0.050	µg/L	<25	25	50	µg/m3	1.0	EPA 8260B	01/28/14		
Chlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloromethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
2-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromoethane (EDB)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromo-3-Chloropropane	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromomethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
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2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 006 <b>SV-8</b> Date & Time Sampled: 01/28/14 @ 11:1													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,3-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,4-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dichlorodifluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Diisopropyl Ether (DiPE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethyl-t-Butyl Ether (EtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Hexachlorobutadiene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2-Hexanone	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Isopropylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Isopropyltoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Methylene Chloride	<1.0	1	2.0	µg/L	<1,000	1,000	2,000	µg/m3	1.0	EPA 8260B	01/28/14		
4-Methyl-2-Pentanone (MIBK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Methyl-t-butyl Ether (MtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Naphthalene	<0.032	0.032	0.050	µg/L	<32	32	50	µg/m3	1.0	EPA 8260B	01/28/14		
n-Propylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Styrene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 006 <b>SV-8</b> Date & Time Sampled: 01/28/14 @ 11:1													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,1,1,2-Tetrachloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2,2-Tetrachloroethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
Tetrachloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Toluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorofluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorotrifluoroethane	<0.20	0.2	0.20	µg/L	<200	200	200	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3,5-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Vinyl Chloride	<0.013	0.013	0.050	µg/L	<13	13	50	µg/m3	1.0	EPA 8260B	01/28/14		
m,p-Xylenes	<b>0.15</b>	0.1	0.20	µg/L	<b>150</b>	100	200	µg/m3	J 1.0	EPA 8260B	01/28/14		
o-Xylene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Vapor Sampling Tracer]													
Isopropanol (IPA)	<10	10	10	µg/L	<10,000	10,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Surrogates]													
Dibromofluoromethane	104		70-130	%REC					1.0	EPA 8260B	01/28/14		
Toluene-D8	108		70-130	%REC					1.0	EPA 8260B	01/28/14		
Bromofluorobenzene	96		70-130	%REC					1.0	EPA 8260B	01/28/14		
[TPH Gasoline by GCMS ]													
C4-C12	<b>5.0</b>	5	10	µg/L	<b>5,000</b>	5,000	10,000	µg/m3	J 0.10	CA LUFT	01/28/14		

Sample: 007 **SV-3**  
Sample Matrix: **Soil Vapor**

Date & Time Sampled: 01/28/14 @ 11:3

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1401-00141

EEI  
 BRIAN BRENNAN  
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 CARLSBAD, CA 92008

Date Reported 01/30/14  
 Date Received 01/28/14  
 Invoice No. 71282  
 Cust # 1712  
 Permit Number  
 Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 007 SV-3													Date & Time Sampled: 01/28/14 @ 11:3
Sample Matrix: Soil Vapor													
Purge Volume Sampled: 3													
[VOCs by GCMS]													
Acetone	<5.0	5	10	µg/L	<5,000	5,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
t-Amyl Methyl Ether (TAME)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Benzene	<0.036	0.036	0.050	µg/L	<36	36	50	µg/m3	1.0	EPA 8260B	01/28/14		
Bromobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromodichloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromoform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromomethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
t-Butanol (TBA)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
2-Butanone (MEK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
n-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
sec-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
tert-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Disulfide	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Tetrachloride	<0.025	0.025	0.050	µg/L	<25	25	50	µg/m3	1.0	EPA 8260B	01/28/14		
Chlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloromethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
2-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromoethane (EDB)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromo-3-Chloropropane	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromomethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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	2790
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## CERTIFICATE OF ANALYSIS

### 1401-00141

EEI  
**BRIAN BRENNAN**  
 2195 FARADAY AVENUE  
 SUITE K  
 CARLSBAD, CA 92008

Date Reported 01/30/14  
 Date Received 01/28/14  
 Invoice No. 71282  
 Cust # 1712  
 Permit Number  
 Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 007 <b>SV-3</b> Date & Time Sampled: 01/28/14 @ 11:3													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,4-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dichlorodifluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Diisopropyl Ether (DIPE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethyl-t-Butyl Ether (EtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Hexachlorobutadiene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2-Hexanone	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Isopropylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Isopropyltoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Methylene Chloride	<1.0	1	2.0	µg/L	<1,000	1,000	2,000	µg/m3	1.0	EPA 8260B	01/28/14		
4-Methyl-2-Pentanone (MIBK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Methyl-t-butyl Ether (MtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Naphthalene	<0.032	0.032	0.050	µg/L	<32	32	50	µg/m3	1.0	EPA 8260B	01/28/14		
n-Propylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Styrene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1,2-Tetrachloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
 BRIAN BRENNAN  
 2195 FARADAY AVENUE  
 SUITE K  
 CARLSBAD, CA 92008

Date Reported 01/30/14  
 Date Received 01/28/14  
 Invoice No. 71282  
 Cust # 1712  
 Permit Number  
 Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 007 SV-3 Date & Time Sampled: 01/28/14 @ 11:3													
Sample Matrix: Soil Vapor													
Purge Volume Sampled: 3													
.....continued													
1,1,2,2-Tetrachloroethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
Tetrachloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Toluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorofluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorotrifluoroethane	<0.20	0.2	0.20	µg/L	<200	200	200	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3,5-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Vinyl Chloride	<0.013	0.013	0.050	µg/L	<13	13	50	µg/m3	1.0	EPA 8260B	01/28/14		
m,p-Xylenes	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
o-Xylene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Vapor Sampling Tracer]													
Isopropanol (IPA)	<10	10	10	µg/L	<10,000	10,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Surrogates]													
Dibromofluoromethane	105		70-130	%REC					1.0	EPA 8260B	01/28/14		
Toluene-D8	106		70-130	%REC					1.0	EPA 8260B	01/28/14		
Bromofluorobenzene	98		70-130	%REC					1.0	EPA 8260B	01/28/14		
[TPH Gasoline by GCMS]													
C4-C12	19	5	10	µg/L	19,000	5,000	10,000	µg/m3	0.10	CA LUFT	01/28/14		

Sample: 008 SV-4  
 Sample Matrix: Soil Vapor  
 Purge Volume Sampled: 3

Date & Time Sampled: 01/28/14 @ 11:5

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
 BRIAN BRENNAN  
 2195 FARADAY AVENUE  
 SUITE K  
 CARLSBAD, CA 92008

Date Reported 01/30/14  
 Date Received 01/28/14  
 Invoice No. 71282  
 Cust # 1712  
 Permit Number  
 Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 008 <b>SV-4</b> <span style="float: right;">Date &amp; Time Sampled: 01/28/14 @ 11:5</span> Sample Matrix: <b>Soil Vapor</b> Purge Volume Sampled: <b>3</b> .....continued													
[VOCs by GCMS]													
Acetone	<5.0	5	10	µg/L	<5,000	5,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
t-Amyl Methyl Ether (TAME)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Benzene	<0.036	0.036	0.050	µg/L	<36	36	50	µg/m3	1.0	EPA 8260B	01/28/14		
Bromobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromodichloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromoform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Bromomethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
t-Butanol (TBA)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
2-Butanone (MEK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
n-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
sec-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
tert-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Disulfide	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Carbon Tetrachloride	<0.025	0.025	0.050	µg/L	<25	25	50	µg/m3	1.0	EPA 8260B	01/28/14		
Chlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloroform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Chloromethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
2-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromoethane (EDB)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dibromo-3-Chloropropane	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Dibromomethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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## CERTIFICATE OF ANALYSIS

### 1401-00141

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**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

**Project: 25165 Cottonwood Ave., Moreno Valley**

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 008 <b>SV-4</b> Date & Time Sampled: 01/28/14 @ 11:5													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,3-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,4-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dichlorodifluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Diisopropyl Ether (DiPE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethylbenzene	<b>0.056</b>	0.05	0.10	µg/L	<b>56</b>	50	100	µg/m3	J 1.0	EPA 8260B	01/28/14		
Ethyl-t-Butyl Ether (EtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Hexachlorobutadiene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2-Hexanone	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Isopropylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Isopropyltoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Methylene Chloride	<1.0	1	2.0	µg/L	<1,000	1,000	2,000	µg/m3	1.0	EPA 8260B	01/28/14		
4-Methyl-2-Pentanone (MIBK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Methyl-t-butyl Ether (MtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Naphthalene	<0.032	0.032	0.050	µg/L	<32	32	50	µg/m3	1.0	EPA 8260B	01/28/14		
n-Propylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Styrene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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## CERTIFICATE OF ANALYSIS

1401-00141

EEI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 008 <b>SV-4</b> Date & Time Sampled: 01/28/14 @ 11:5													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,1,1,2-Tetrachloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2,2-Tetrachloroethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0	EPA 8260B	01/28/14		
Tetrachloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Toluene	<b>0.055</b>	0.05	0.10	µg/L	<b>55</b>	50	100	µg/m3	J 1.0	EPA 8260B	01/28/14		
1,2,3-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,2-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,3-Trichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorofluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Trichlorotrifluoroethane	<0.20	0.2	0.20	µg/L	<200	200	200	µg/m3	1.0	EPA 8260B	01/28/14		
1,2,4-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3,5-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Vinyl Chloride	<0.013	0.013	0.050	µg/L	<13	13	50	µg/m3	1.0	EPA 8260B	01/28/14		
m,p-Xylenes	<b>0.18</b>	0.1	0.20	µg/L	<b>180</b>	100	200	µg/m3	J 1.0	EPA 8260B	01/28/14		
o-Xylene	<b>0.064</b>	0.05	0.10	µg/L	<b>64</b>	50	100	µg/m3	J 1.0	EPA 8260B	01/28/14		
[VOC Vapor Sampling Tracer]													
Isopropanol (IPA)	<10	10	10	µg/L	<10,000	10,000	10,000	µg/m3	1.0	EPA 8260B	01/28/14		
[VOC Surrogates]													
Dibromofluoromethane	106		70-130	%REC					1.0	EPA 8260B	01/28/14		
Toluene-D8	108		70-130	%REC					1.0	EPA 8260B	01/28/14		
Bromofluorobenzene	100		70-130	%REC					1.0	EPA 8260B	01/28/14		
[TPH Gasoline by GCMS ]													
C4-C12	<b>24</b>	5	10	µg/L	<b>24,000</b>	5,000	10,000	µg/m3	0.10	CA LUFT	01/28/14		

Sample: 009 **SV-4 DUP**  
Sample Matrix: **Soil Vapor**

Date & Time Sampled: 01/28/14 @ 11:5

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Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 009 SV-4 DUP													Date & Time Sampled: 01/28/14 @ 11:5
Sample Matrix: Soil Vapor													
Purge Volume Sampled: 3													
[VOCs by GCMS]													
Acetone	<5.0	5	10	µg/L	<5,000	5,000	10,000	µg/m3	1.0		EPA 8260B	01/28/14	
t-Amyl Methyl Ether (TAME)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Benzene	<0.036	0.036	0.050	µg/L	<36	36	50	µg/m3	1.0		EPA 8260B	01/28/14	
Bromobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromodichloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromoform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Bromomethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0		EPA 8260B	01/28/14	
t-Butanol (TBA)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
2-Butanone (MEK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
n-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
sec-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
tert-Butylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Carbon Disulfide	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
Carbon Tetrachloride	<0.025	0.025	0.050	µg/L	<25	25	50	µg/m3	1.0		EPA 8260B	01/28/14	
Chlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Chloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Chloroform	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Chloromethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3	1.0		EPA 8260B	01/28/14	
2-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
4-Chlorotoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
Dibromochloromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,2-Dibromoethane (EDB)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,2-Dibromo-3-Chloropropane	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0		EPA 8260B	01/28/14	
Dibromomethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,2-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	
1,3-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0		EPA 8260B	01/28/14	

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BRIAN BRENNAN  
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CARLSBAD, CA 92008

Date Reported 01/30/14  
Date Received 01/28/14  
Invoice No. 71282  
Cust # 1712  
Permit Number  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 009 <b>SV-4 DUP</b> Date & Time Sampled: 01/28/14 @ 11:5													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,4-Dichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Dichlorodifluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,2-Dichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,3-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2,2-Dichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
cis-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
trans-1,3-Dichloropropene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Diisopropyl Ether (DIPE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Ethylbenzene	<b>0.089</b>	0.05	0.10	µg/L	<b>89</b>	50	100	µg/m3	J 1.0	EPA 8260B	01/28/14		
Ethyl-t-Butyl Ether (EtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Hexachlorobutadiene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
2-Hexanone	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Isopropylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
4-Isopropyltoluene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Methylene Chloride	<1.0	1	2.0	µg/L	<1,000	1,000	2,000	µg/m3	1.0	EPA 8260B	01/28/14		
4-Methyl-2-Pentanone (MIBK)	<0.50	0.5	1.0	µg/L	<500	500	1,000	µg/m3	1.0	EPA 8260B	01/28/14		
Methyl-t-butyl Ether (MtBE)	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Naphthalene	<0.032	0.032	0.050	µg/L	<32	32	50	µg/m3	1.0	EPA 8260B	01/28/14		
n-Propylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
Styrene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		
1,1,1,2-Tetrachloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3	1.0	EPA 8260B	01/28/14		

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Analysis	Result	MDL	RL	Units	Result	MDL	RL	Units	Qual	DF	Method	Date	Tecl
Sample: 009 <b>SV-4 DUP</b> Date & Time Sampled: 01/28/14 @ 11:5													
Sample Matrix: <b>Soil Vapor</b>													
Purge Volume Sampled: <b>3</b>													
.....continued													
1,1,2,2-Tetrachloroethane	<0.10	0.1	0.20	µg/L	<100	100	200	µg/m3		1.0	EPA 8260B	01/28/14	
Tetrachloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
Toluene	<b>0.063</b>	0.05	0.10	µg/L	<b>63</b>	50	100	µg/m3	J	1.0	EPA 8260B	01/28/14	
1,2,3-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
1,2,4-Trichlorobenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
1,1,1-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
1,1,2-Trichloroethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
Trichloroethene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
1,2,3-Trichloropropane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
Trichlorofluoromethane	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
Trichlorotrifluoroethane	<0.20	0.2	0.20	µg/L	<200	200	200	µg/m3		1.0	EPA 8260B	01/28/14	
1,2,4-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
1,3,5-Trimethylbenzene	<0.050	0.05	0.10	µg/L	<50	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
Vinyl Chloride	<0.013	0.013	0.050	µg/L	<13	13	50	µg/m3		1.0	EPA 8260B	01/28/14	
m,p-Xylenes	<b>0.31</b>	0.1	0.20	µg/L	<b>310</b>	100	200	µg/m3		1.0	EPA 8260B	01/28/14	
o-Xylene	<b>0.12</b>	0.05	0.10	µg/L	<b>120</b>	50	100	µg/m3		1.0	EPA 8260B	01/28/14	
[VOC Vapor Sampling Tracer]													
Isopropanol (IPA)	<10	10	10	µg/L	<10,000	10,000	10,000	µg/m3		1.0	EPA 8260B	01/28/14	
[VOC Surrogates]													
Dibromofluoromethane	110		70-130	%REC						1.0	EPA 8260B	01/28/14	
Toluene-D8	109		70-130	%REC						1.0	EPA 8260B	01/28/14	
Bromofluorobenzene	98		70-130	%REC						1.0	EPA 8260B	01/28/14	
[TPH Gasoline by GCMS ]													
C4-C12	<b>28</b>	5	10	µg/L	<b>28,000</b>	5,000	10,000	µg/m3		0.10	CA LUFT	01/28/14	

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Respectfully Submitted:

Ken Zheng - President

### QUALIFIERS

- B = Detected in the associated Method Blank at a concentration above the routine RL
- B1= BOD blank is over specifications . The reported result may be biased high.
- D = Surrogate recoveries are not calculated due to sample dilution
- E = Estimated value
- H = Analyte was prepared and/or analyzed outside of the analytical method holding time
- I = Matrix Interference
- J = Analyte concentration detected between RL and MDL

### ABBREVIATIONS

- DF = Dilution Factor
- RL = Reporting Limit
- MDL = Method Detection Limit
- Qual = Qualifier
- Tech = Technician

*As regulatory limits change frequently, Microbac advises the recipient of this report to confirm such limits with the appropriate federal, state, or local authorities before acting in reliance on the regulatory limits provided.*

*For any feedback concerning our services, please contact Marilu Escher, Project Manager at 951.779.0310. You may also contact Ken Zheng, President at arlab@arlaboratories.com.*

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF



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FDA#	2030513
LA City#	10261
ELAP#s	2789
	2790
	2122

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## QUALITY CONTROL DATA REPORT

E EI  
BRIAN BRENNAN  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

1401-00141

Date Reported 01/30/2014  
Date Received 01/28/2014  
Date Sampled 01/28/2014  
Invoice No. 71282  
Customer # 1712  
Customer P.O.

Project: 25165 Cottonwood Ave., Moreno Valley

Method #	CA LUFT
QC Reference #	41998
Date Analyzed:	1/28/2014
Technician:	HXE
Samples	001 002 003 004 005 006 007 008 009
Results	LCS %REC
C4-C12	111
Control Ranges	LCS %REC
	70 - 130

Method #	EPA 8260B
QC Reference #	41997
Date Analyzed:	1/28/2014
Technician:	HXE
Samples	001 002 003 004 005 006 007 008 009
Results	LCS %REC    BLKSRR% REC
1,1-Dichloroethene	89
Benzene	95
Bromofluorobenzene	100
Chlorobenzene	103
Dibromofluoromethan	107
Toluene	107
Toluene-D8	107
Trichloroethene	96
Control Ranges	LCS %REC    BLKSRR%REC
	70 - 130
	70 - 130
	70 - 130
	70 - 130
	70 - 130
	70 - 130
	70 - 130

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## QUALITY CONTROL DATA REPORT

1401-00141

EEL  
BRIAN BRENNAN

Date Reported 01/30/2014  
Date Received 01/28/2014  
Date Sampled 01/28/2014

Project: 25165 Cottonwood Ave., Moreno Valley

### Method blank results

Ref	Test Name	Result	Qualif	Units	MDL	Ref	Test Name	Result	Qualif	Units	MDL
41997	Acetone	<5.0		µg/L	5.0		Isopropylbenzene	<0.050		µg/L	0.050
	t-Amyl Methyl Ether (TAME)	<0.050		µg/L	0.050		4-Isopropyltoluene	<0.050		µg/L	0.050
	Benzene	<0.036		µg/L	0.036		Methylene Chloride	<1.0		µg/L	1.0
	Bromobenzene	<0.050		µg/L	0.050		4-Methyl-2-Pentanone (MIBK)	<0.50		µg/L	0.50
	Bromochloromethane	<0.050		µg/L	0.050		Methyl-t-butyl Ether (MtBE)	<0.050		µg/L	0.050
	Bromodichloromethane	<0.050		µg/L	0.050		Naphthalene	<0.032		µg/L	0.032
	Bromoform	<0.050		µg/L	0.050		n-Propylbenzene	<0.050		µg/L	0.050
	Bromomethane	<0.10		µg/L	0.10		Styrene	<0.050		µg/L	0.050
	t-Butanol (TBA)	<0.50		µg/L	0.50		1,1,1,2-Tetrachloroethane	<0.050		µg/L	0.050
	2-Butanone (MEK)	<0.50		µg/L	0.50		1,1,2,2-Tetrachloroethane	<0.10		µg/L	0.10
	n-Butylbenzene	<0.050		µg/L	0.050		Tetrachloroethene	<0.050		µg/L	0.050
	sec-Butylbenzene	<0.050		µg/L	0.050		Toluene	<0.050		µg/L	0.050
	tert-Butylbenzene	<0.050		µg/L	0.050		1,2,3-Trichlorobenzene	<0.050		µg/L	0.050
	Carbon Disulfide	<0.50		µg/L	0.50		1,2,4-Trichlorobenzene	<0.050		µg/L	0.050
	Carbon Tetrachloride	<0.025		µg/L	0.025		1,1,1-Trichloroethane	<0.050		µg/L	0.050
	Chlorobenzene	<0.050		µg/L	0.050		1,1,2-Trichloroethane	<0.050		µg/L	0.050
	Chloroethane	<0.050		µg/L	0.050		Trichloroethene	<0.050		µg/L	0.050
	Chloroform	<0.050		µg/L	0.050		1,2,3-Trichloropropane	<0.050		µg/L	0.050
	Chloromethane	<0.10		µg/L	0.10		Trichlorofluoromethane	<0.050		µg/L	0.050
	2-Chlorotoluene	<0.050		µg/L	0.050		Trichlorotrifluoroethane	<0.20		µg/L	0.20
	4-Chlorotoluene	<0.050		µg/L	0.050		1,2,4-Trimethylbenzene	<0.050		µg/L	0.050
	Dibromochloromethane	<0.050		µg/L	0.050		1,3,5-Trimethylbenzene	<0.050		µg/L	0.050
	1,2-Dibromoethane (EDB)	<0.050		µg/L	0.050		Vinyl Chloride	<0.013		µg/L	0.013
	1,2-Dibromo-3-Chloropropane	<0.50		µg/L	0.50		m,p-Xylenes	<0.10		µg/L	0.10
	Dibromomethane	<0.050		µg/L	0.050		o-Xylene	<0.050		µg/L	0.050
	1,2-Dichlorobenzene	<0.050		µg/L	0.050		Isopropanol (IPA)	<10		µg/L	10
	1,3-Dichlorobenzene	<0.050		µg/L	0.050	41998	C4-C12	<50		µg/L	50
	1,4-Dichlorobenzene	<0.050		µg/L	0.050						
	Dichlorodifluoromethane	<0.050		µg/L	0.050						
	1,1-Dichloroethane	<0.050		µg/L	0.050						
	1,2-Dichloroethane	<0.050		µg/L	0.050						
	1,1-Dichloroethene	<0.050		µg/L	0.050						
	cis-1,2-Dichloroethene	<0.050		µg/L	0.050						
	trans-1,2-Dichloroethene	<0.050		µg/L	0.050						
	1,2-Dichloropropane	<0.050		µg/L	0.050						
	1,3-Dichloropropane	<0.050		µg/L	0.050						
	2,2-Dichloropropane	<0.050		µg/L	0.050						
	1,1-Dichloropropene	<0.050		µg/L	0.050						
	cis-1,3-Dichloropropene	<0.050		µg/L	0.050						
	trans-1,3-Dichloropropene	<0.050		µg/L	0.050						
	Diisopropyl Ether (DiPE)	<0.050		µg/L	0.050						
	Ethylbenzene	<0.050		µg/L	0.050						
	Ethyl-t-Butyl Ether (EtBE)	<0.050		µg/L	0.050						
	Hexachlorobutadiene	<0.050		µg/L	0.050						
	2-Hexanone	<0.50		µg/L	0.50						

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## QUALITY CONTROL DATA REPORT

EEI  
BRIAN BRENNAN

1401-00141

Date Reported	01/30/2014
Date Received	01/28/2014
Date Sampled	01/28/2014

Project: 25165 Cottonwood Ave., Moreno Valley

Respectfully Submitted:

Ken Zheng - President

For any feedback concerning our services, please contact Marilu Escher, Project Manager at 951.779.0310. You may also contact Ken Zheng, President at arlab@arlaboratories.com.

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Chain of Custody Record

1401 - 141

Page 1 of 1

Form containing project details, analysis requested table, and signature sections. Includes fields for Project No/Name, Project Site (Moreno Valley), Project Manager, Customer Name (EEI), and a table with columns for Lab #, Sample ID, Date, Time, Sample matrix, Container # & Type, and various analysis types (Micro, Chem, Metals, etc.).

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The delivery of samples and the signature on this chain of custody form constitutes authorization to perform the analyses specified above under the Terms and Conditions set forth on the back hereof.



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## CASE NARRATIVE

Authorized Signature Name / Title (print)	Ken Zheng, President
Signature / Date	<i>Ken Zheng</i> Ken Zheng, President 02/03/2014 9:45:57
Laboratory Job No. (Certificate of Analysis No.)	1401-00142
Project Name / No.	25165 Cottonwood Ave., Moreno Valley
Dates Sampled (from/to)	01/28/14 To 01/28/14
Dates Received (from/to)	01/28/14 To 01/28/14
Dates Reported (from/to)	02/03/14 To 2/3/2014
Chains of Custody Received	Yes

Comments:

Subcontracting  
 Organic Analyses  
 No analyses sub-contracted

Sample Condition(s)  
 All samples intact

Positive Results (Organic Compounds)

Sample	Analyte	Result	Qual	Units	RL	Sample	Analyte	Result	Qual	Units	RL
--------	---------	--------	------	-------	----	--------	---------	--------	------	-------	----

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## CERTIFICATE OF ANALYSIS

**1401-00142**

**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 02/03/14  
 Date Received 01/28/14  
 Invoice No. 71283  
 Cust # 1712  
 Permit Number  
 Customer P.O.

Analysis	Result	Qual	Units	Method	DF	RL	Date	Te
Sample: 001 B-1 10'							Date & Time Sampled: 01/28/14 @ 10:1	
Sample Matrix: Soil								
[TPH Gasoline (C4-C12)]								
Closed System P&T TPHg Soil	Complete			EPA 5035	1		01/28/14	H
C4-C12	<0.20		mg/Kg	CA LUFT	1	0.20	01/28/14	H
[VOCs by GCMS]								
Closed System P&T VOC Soil	Complete			EPA 5035	1		01/28/14	H
Acetone	<0.10		mg/Kg	EPA 8260B	1	0.10	01/28/14	H
t-Amyl Methyl Ether (TAME)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Benzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Bromobenzene	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Bromochloromethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Bromodichloromethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Bromoform	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Bromomethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
t-Butanol (TBA)	<0.020		mg/Kg	EPA 8260B	1	0.020	01/28/14	H
2-Butanone (MEK)	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
n-Butylbenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
sec-Butylbenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
tert-Butylbenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Carbon Disulfide	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Carbon Tetrachloride	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Chlorobenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Chloroethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Chloroform	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Chloromethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
2-Chlorotoluene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
4-Chlorotoluene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Dibromochloromethane	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2-Dibromoethane (EDB)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2-Dibromo-3-Chloropropane	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Dibromomethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2-Dichlorobenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H

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## CERTIFICATE OF ANALYSIS

**1401-00142**

**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 02/03/14  
Date Received 01/28/14  
Invoice No. 71283  
Cust # 1712  
Permit Number  
Customer P.O.

Analysis	Result	Qual	Units	Method	DF	RL	Date	Te
Sample: 001 B-1 10'							Date & Time Sampled: 01/28/14 @ 10:1	
Sample Matrix: Soil								
.....continued								
1,3-Dichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,4-Dichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Dichlorodifluoromethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
1,1-Dichloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2-Dichloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1-Dichloroethene	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
cis-1,2-Dichloroethene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
trans-1,2-Dichloroethene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2-Dichloropropane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,3-Dichloropropane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
2,2-Dichloropropane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1-Dichloropropene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
cis-1,3-Dichloropropene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
trans-1,3-Dichloropropene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Diisopropyl Ether (DIPE)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Ethylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Ethyl-t-Butyl Ether (EtBE)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Hexachlorobutadiene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
2-Hexanone	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Isopropylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
4-Isopropyltoluene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Methylene Chloride	<0.050		mg/Kg	EPA 8260B	1	0.050	01/28/14	H
4-Methyl-2-Pentanone (MIBK)	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Methyl-t-butyl Ether (MtBE)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Naphthalene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
n-Propylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Styrene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1,1,2-Tetrachloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1,2,2-Tetrachloroethane	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Tetrachloroethene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H

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## CERTIFICATE OF ANALYSIS

**1401-00142**

**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 02/03/14  
Date Received 01/28/14  
Invoice No. 71283  
Cust # 1712  
Permit Number  
Customer P.O.

Analysis	Result	Qual	Units	Method	DF	RL	Date	Te
Sample: 001 B-1 10'					Date & Time Sampled:		01/28/14	@ 10:1
Sample Matrix: Soil								
.....continued								
Toluene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2,3-Trichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2,4-Trichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,1,1-Trichloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1,2-Trichloroethane	<0.0030		mg/Kg	EPA 8260B	1	0.0030	01/28/14	H
Trichloroethene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2,3-Trichloropropane	<0.0030		mg/Kg	EPA 8260B	1	0.0030	01/28/14	H
Trichlorofluoromethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Trichlorotrifluoroethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
1,2,4-Trimethylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,3,5-Trimethylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Vinyl Chloride	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
m,p-Xylenes	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
o-Xylene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
[VOC Surrogates]								
Dibromofluoromethane	99		%REC	EPA 8260B		70-130	01/28/14	H
Toluene-D8	108		%REC	EPA 8260B		70-130	01/28/14	H
Bromofluorobenzene	93		%REC	EPA 8260B		70-130	01/28/14	H
[Extractable Hydrocarbons]								
Waste Dilution	Complete			EPA 3580	1		01/31/14	K
C13-C22	<10		mg/Kg	EPA 8015B	1	10	02/01/14	K
C23-C40	<20		mg/Kg	EPA 8015B	1	20	02/01/14	K
[Surrogate]								
o-Terphenyl (OTP)	90		%REC	EPA 8015B		50-150	02/01/14	K
Sample: 002 B-1 20'					Date & Time Sampled:		01/28/14	@ 10:2
Sample Matrix: Soil								
[TPH Gasoline (C4-C12)]								
Closed System P&T TPHg Soil	Complete			EPA 5035	1		01/28/14	H
C4-C12	<0.20		mg/Kg	CA LUFT	1	0.20	01/28/14	H
[VOCs by GCMS]								

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## CERTIFICATE OF ANALYSIS

**1401-00142**

**EEl**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 02/03/14  
Date Received 01/28/14  
Invoice No. 71283  
Cust # 1712  
Permit Number  
Customer P.O.

Analysis	Result	Qual	Units	Method	DF	RL	Date	Te
Sample: 002 B-1 20'							Date & Time Sampled: 01/28/14 @ 10:2	
Sample Matrix: Soil								
.....continued								
Closed System P&T VOC Soil	Complete			EPA 5035	1		01/28/14	H
Acetone	<0.10		mg/Kg	EPA 8260B	1	0.10	01/28/14	H
t-Amyl Methyl Ether (TAME)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Benzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Bromobenzene	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Bromochloromethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Bromodichloromethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Bromoform	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Bromomethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
t-Butanol (TBA)	<0.020		mg/Kg	EPA 8260B	1	0.020	01/28/14	H
2-Butanone (MEK)	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
n-Butylbenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
sec-Butylbenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
tert-Butylbenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Carbon Disulfide	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Carbon Tetrachloride	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Chlorobenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Chloroethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Chloroform	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Chloromethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
2-Chlorotoluene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
4-Chlorotoluene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Dibromochloromethane	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2-Dibromoethane (EDB)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2-Dibromo-3-Chloropropane	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Dibromomethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2-Dichlorobenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,3-Dichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,4-Dichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Dichlorodifluoromethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H

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**1401-00142**

**EEl**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 02/03/14  
Date Received 01/28/14  
Invoice No. 71283  
Cust # 1712  
Permit Number  
Customer P.O.

Analysis	Result	Qual	Units	Method	DF	RL	Date	Te
Sample: 002 B-1 20'							Date & Time Sampled: 01/28/14 @ 10:2	
Sample Matrix: Soil								
.....continued								
1,1-Dichloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2-Dichloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1-Dichloroethene	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
cis-1,2-Dichloroethene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
trans-1,2-Dichloroethene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2-Dichloropropane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,3-Dichloropropane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
2,2-Dichloropropane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1-Dichloropropene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
cis-1,3-Dichloropropene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
trans-1,3-Dichloropropene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Diisopropyl Ether (DIPE)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Ethylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Ethyl-t-Butyl Ether (EtBE)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Hexachlorobutadiene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
2-Hexanone	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Isopropylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
4-Isopropyltoluene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Methylene Chloride	<0.050		mg/Kg	EPA 8260B	1	0.050	01/28/14	H
4-Methyl-2-Pentanone (MIBK)	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Methyl-t-butyl Ether (MtBE)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Naphthalene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
n-Propylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Styrene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1,1,2-Tetrachloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1,2,2-Tetrachloroethane	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Tetrachloroethene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Toluene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2,3-Trichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2,4-Trichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H

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## CERTIFICATE OF ANALYSIS

**1401-00142**

**EEl**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 02/03/14  
Date Received 01/28/14  
Invoice No. 71283  
Cust # 1712  
Permit Number  
Customer P.O.

Analysis	Result	Qual	Units	Method	DF	RL	Date	Te
Sample: 002 B-1 20'							Date & Time Sampled:	01/28/14 @ 10:2
Sample Matrix: Soil								
.....continued								
1,1,1-Trichloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1,2-Trichloroethane	<0.0030		mg/Kg	EPA 8260B	1	0.0030	01/28/14	H
Trichloroethene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2,3-Trichloropropane	<0.0030		mg/Kg	EPA 8260B	1	0.0030	01/28/14	H
Trichlorofluoromethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Trichlorotrifluoroethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
1,2,4-Trimethylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,3,5-Trimethylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Vinyl Chloride	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
m,p-Xylenes	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
o-Xylene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
[VOC Surrogates]								
Dibromofluoromethane	104		%REC	EPA 8260B		70-130	01/28/14	H
Toluene-D8	107		%REC	EPA 8260B		70-130	01/28/14	H
Bromofluorobenzene	95		%REC	EPA 8260B		70-130	01/28/14	H
[Extractable Hydrocarbons]								
Waste Dilution	Complete			EPA 3580	1		01/31/14	K
C13-C22	<10		mg/Kg	EPA 8015B	1	10	02/01/14	K
C23-C40	<20		mg/Kg	EPA 8015B	1	20	02/01/14	K
[Surrogate]								
o-Terphenyl (OTP)	89		%REC	EPA 8015B		50-150	02/01/14	K
Sample: 003 B-1 28'							Date & Time Sampled:	01/28/14 @ 10:3
Sample Matrix: Soil								
[TPH Gasoline (C4-C12)]								
Closed System P&T TPHg Soil	Complete			EPA 5035	1		01/28/14	H
C4-C12	<0.20		mg/Kg	CA LUFT	1	0.20	01/28/14	H
[VOCs by GCMS]								
Closed System P&T VOC Soil	Complete			EPA 5035	1		01/28/14	H
Acetone	<0.10		mg/Kg	EPA 8260B	1	0.10	01/28/14	H
t-Amyl Methyl Ether (TAME)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H

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**1401-00142**

**EEl**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 02/03/14  
Date Received 01/28/14  
Invoice No. 71283  
Cust # 1712  
Permit Number  
Customer P.O.

Analysis	Result	Qual	Units	Method	DF	RL	Date	Te
Sample: 003 B-1 28'							Date & Time Sampled: 01/28/14 @ 10:3	
Sample Matrix: Soil								
.....continued								
Benzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Bromobenzene	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Bromochloromethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Bromodichloromethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Bromoform	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Bromomethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
t-Butanol (TBA)	<0.020		mg/Kg	EPA 8260B	1	0.020	01/28/14	H
2-Butanone (MEK)	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
n-Butylbenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
sec-Butylbenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
tert-Butylbenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Carbon Disulfide	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Carbon Tetrachloride	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Chlorobenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Chloroethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
Chloroform	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Chloromethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
2-Chlorotoluene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
4-Chlorotoluene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Dibromochloromethane	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2-Dibromoethane (EDB)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2-Dibromo-3-Chloropropane	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Dibromomethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2-Dichlorobenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,3-Dichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,4-Dichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Dichlorodifluoromethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
1,1-Dichloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2-Dichloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1-Dichloroethene	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H

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**EEl**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 02/03/14  
Date Received 01/28/14  
Invoice No. 71283  
Cust # 1712  
Permit Number  
Customer P.O.

Analysis	Result	Qual	Units	Method	DF	RL	Date	Te
Sample: 003 B-1 28'							Date & Time Sampled: 01/28/14 @ 10:3	
Sample Matrix: Soil								
.....continued								
cis-1,2-Dichloroethene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
trans-1,2-Dichloroethene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2-Dichloropropane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,3-Dichloropropane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
2,2-Dichloropropane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1-Dichloropropene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
cis-1,3-Dichloropropene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
trans-1,3-Dichloropropene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Diisopropyl Ether (DIPE)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Ethylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Ethyl-t-Butyl Ether (EtBE)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Hexachlorobutadiene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
2-Hexanone	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Isopropylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
4-Isopropyltoluene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Methylene Chloride	<0.050		mg/Kg	EPA 8260B	1	0.050	01/28/14	H
4-Methyl-2-Pentanone (MIBK)	<0.010		mg/Kg	EPA 8260B	1	0.010	01/28/14	H
Methyl-t-butyl Ether (MtBE)	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Naphthalene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
n-Propylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Styrene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1,1,2-Tetrachloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1,2,2-Tetrachloroethane	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
Tetrachloroethene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Toluene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,2,3-Trichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,2,4-Trichlorobenzene	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
1,1,1-Trichloroethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,1,2-Trichloroethane	<0.0030		mg/Kg	EPA 8260B	1	0.0030	01/28/14	H
Trichloroethene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF



# A & R Laboratories

Formerly Microbac Southern California

1650 S. GROVE AVE., SUITE C  
ONTARIO, CA 91761

951-779-0310

www.arlaboratories.com

FAX 951-779-0344

office@arlaboratories.com

FDA#	2030513
LA City#	10261
ELAP#s	2789
	2790
	2122

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FOOD · COSMETICS · WATER · SOIL · SOIL VAPOR · WASTES

## CERTIFICATE OF ANALYSIS

**1401-00142**

**EEI**  
**BRIAN BRENNAN**  
**2195 FARADAY AVENUE**  
**SUITE K**  
**CARLSBAD, CA 92008**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Date Reported 02/03/14  
Date Received 01/28/14  
Invoice No. 71283  
Cust # 1712  
Permit Number  
Customer P.O.

Analysis	Result	Qual	Units	Method	DF	RL	Date	Te
Sample: 003 B-1 28'							Date & Time Sampled: 01/28/14 @ 10:3	
Sample Matrix: Soil								
.....continued								
1,2,3-Trichloropropane	<0.0030		mg/Kg	EPA 8260B	1	0.0030	01/28/14	H
Trichlorofluoromethane	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Trichlorotrifluoroethane	<0.0050		mg/Kg	EPA 8260B	1	0.0050	01/28/14	H
1,2,4-Trimethylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
1,3,5-Trimethylbenzene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
Vinyl Chloride	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
m,p-Xylenes	<0.0020		mg/Kg	EPA 8260B	1	0.0020	01/28/14	H
o-Xylene	<0.0010		mg/Kg	EPA 8260B	1	0.0010	01/28/14	H
[VOC Surrogates]								
Dibromofluoromethane	101		%REC	EPA 8260B		70-130	01/28/14	H
Toluene-D8	108		%REC	EPA 8260B		70-130	01/28/14	H
Bromofluorobenzene	94		%REC	EPA 8260B		70-130	01/28/14	H
[Extractable Hydrocarbons]								
Waste Dilution	Complete			EPA 3580	1		01/31/14	K
C13-C22	<10		mg/Kg	EPA 8015B	1	10	02/01/14	K
C23-C40	<20		mg/Kg	EPA 8015B	1	20	02/01/14	K
[Surrogate]								
o-Terphenyl (OTP)	90		%REC	EPA 8015B		50-150	02/01/14	K

Respectfully Submitted:

*Ken Zheng*

Ken Zheng - Lab Director



# A & R Laboratories

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	2790
	2122

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## QUALIFIERS

- B = Detected in the associated Method Blank at a concentration above the routine RL.
- B1 = BOD dilution water is over specifications . The reported result may be biased high.
- D = Surrogate recoveries are not calculated due to sample dilution.
- E = Estimated value; Value exceeds calibration level of instrument.
- H = Analyte was prepared and/or analyzed outside of the analytical method holding time
- I = Matrix Interference.
- J = Analyte concentration detected between RL and MDL.
- Q = One or more quality control criteria did not meet specifications. See Comments for further explanation.
- S = Customer provided specification limit exceeded.

## ABBREVIATIONS

- DF = Dilution Factor
- RL = Reporting Limit, Adjusted by DF
- MDL = Method Detection Limit, Adjusted by DF
- Qual = Qualifier
- Tech = Technician

*As regulatory limits change frequently, A & R Laboratories advises the recipient of this report to confirm such limits with the appropriate federal, state, or local authorities before acting in reliance on the regulatory limits provided.*

*For any feedback concerning our services, please contact Marilu Escher, Project Manager at 951.779.0310. You may also contact Ken Zheng, President at arlab@arlaboratories.com.*

**Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF**



# A & R Laboratories

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## QUALITY CONTROL DATA REPORT

EI

1401-00142

**BRIAN BRENNAN**  
2195 FARADAY AVENUE  
SUITE K  
CARLSBAD, CA 92008

**Date Reported** 02/03/2014  
**Date Received** 01/28/2014  
**Date Sampled** 01/28/2014  
**Invoice No.** 71283  
**Customer #** 1712  
**Customer P.O.**

**Project: 25165 Cottonwood Ave., Moreno Valley**

Method # CA LUFT

QC Reference # 42000 Date Analyzed: 1/28/2014 Technician: HXE

Samples 001 002 003

Results

	LCS %REC	LCS %DUP	LCS %RPD
C4-C12	117	112	4.7

Control Ranges

LCS %REC	LCS %RPD
70 - 130	0 - 25

Method # EPA 8015B

QC Reference # 42031 Date Analyzed: 2/1/2014 Technician: KZ

Samples 001 002 003

Results

	LCS %REC	LCS %DUP	LCS %RPD
C13-C22	92	90	2

Control Ranges

LCS %REC	LCS %RPD
70 - 130	0 - 25

Method # EPA 8260B

QC Reference # 41999 Date Analyzed: 1/28/2014 Technician: HXE

Samples 001 002 003

Results

	LCS %REC	LCS %DUP	LCS %RPD	BLKSRR%R EC
1,1-Dichloroethene	103	113	9.3	
Benzene	100	107	6.3	
Bromofluorobenzene				93
Chlorobenzene	79	86	8.3	
Dibromofluorometha				99
Toluene	95	99	4.2	
Toluene-D8				104
Trichloroethene	95	99	4.1	

Control Ranges

LCS %REC	LCS %RPD	BLKSRR%REC
70 - 130	0 - 25	
70 - 130	0 - 25	
70 - 130	0 - 25	70 - 130
70 - 130	0 - 25	70 - 130
70 - 130	0 - 25	70 - 130
70 - 130	0 - 25	

No method blank results were above reporting limit

**Respectfully Submitted:**

Ken Zheng - President

For any feedback concerning our services, please contact Marilu Escher, Project Manager at 951.779.0310. You may also contact Ken Zheng, President at arlab@arlaboratories.com.

Attachment: Phase II (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF



A & R Laboratories  
1401 Research Park Drive, Suite 100  
Riverside, CA 92507  
T: 951.779.0310 • 800.798.9336 F: 951.779.0344  
office@arlaboratories.com

**RUSH**

Chain of Custody Record

1401 - 142

Page 1 of 1

Project No/Name:		Project Site: <u>Moreno Valley</u>					Analyses Requested (circle appropriate)										Turn Around						
Project Manager:		Phone:		Fax:			Preserved	Micro: Plate Cnt., Coliform, E-Coli	Chem: BOD, TSS, VSS, TDS, pH, EC	Chem: Cyanide, Ammonia, TKN, Oil & Grease	IC: Br, SO4, PO4, NO3, NO2, Cl	Metals: Title 22(CAM) or RCRA	LUF Gas or 8015 GRO (C4-C12)	LUF Diesel or 8015 DRO &lor Oil (C10-C16)	VOCs by GCMS: 6260E or 624	BTEX, OXYs by GCMS: 8260B or 624	SVOCs: 8270C or 625	Pest. &lor PCBs: 608 or 8081/8082	<input type="radio"/> 24hr RUSH* <input type="radio"/> 48hr RUSH* <input type="radio"/> Normal <input type="radio"/> Other _____				
Customer Name: (Report and Billing) <u>EEI</u>					Street Address: (Report and Billing)														*PRIOR approval, additional fee, work received after 4 pm will be processed next work day.				
Email:					City, State Zip														Special Instructions				
Lab # <small>(Lab use only)</small>	Sample ID <small>(As it should appear on report)</small>	Grab/Comp	Date sampled	Time sampled	Sample matrix	Container # & Type																	
1	B-1 10'	grab	1/28/14	10:15	soil	acetate sleeve						X	X	X									
2	B-1 20'	↓	↓	10:21	↓	↓						X	X	X									
3	B-1 28'	↓	↓	10:36	↓	steel sleeve						X	X	X									
1) Relinquished by: (Sampler's Signature) <i>[Signature]</i>		Date: 1/28/14	Time: 13:00	3) Relinquished by:		Date:	Time:	5) Relinquished by:		Date:	Time:	6) Received for Laboratory by:		Date:	Time:	Disposal							
2) Received by: <i>[Signature]</i>		Date: 1/28/14	Time: 13:07	4) Received by:		Date:	Time:	6) Received for Laboratory by:		Date:	Time:	<input type="radio"/> Return <input type="radio"/> Lab Disposal Unless other arrangements are made samples will be disposed of 60 days after receipt.											
This section is to be completed by laboratory personnel.										Report Delivery Formats													
Samples Chilled <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> From Field		Custody Seals <input type="radio"/> Yes <input type="radio"/> No		Samples Intact <input type="radio"/> Yes <input type="radio"/> No		Temp C		Delivery <input type="radio"/> Courier <input type="radio"/> Walk In <input type="radio"/> UPS/Fed Ex		<input type="checkbox"/> Paper <input type="checkbox"/> EMAIL <input type="checkbox"/> XLS		<input type="checkbox"/> EDD, Type _____		<input type="checkbox"/> EDF, EPA Site ID _____									
Laboratory Notes: <b>ADDED PER BRIAN ON RUSH</b> <i>[Signature]</i> 1.31.14																							

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The delivery of samples and the signature on this chain of custody form constitutes authorization to perform the analyses specified above under the Terms and Conditions set forth on the back hereof.





COUNTY OF RIVERSIDE  
**DEPARTMENT OF ENVIRONMENTAL HEALTH**

January 16, 2014

Roman Catholic Bishop of San Bernardino  
Attention: David Meier  
1201 E. Highland Avenue  
San Bernardino, California 92404

RE: Former Underground Storage Tanks (USTs)  
APN 479-200-003  
25165 Cottonwood Avenue  
Moreno Valley, California 92553

Dear Mr. Meier:

The Riverside County Department of Environmental Health-Environmental Cleanup Programs (RCDEH-ECP) has reviewed the *Work Plan for Geophysical Survey and Soil Vapor Sampling* (EEI, December 2, 2013) for the above referenced property. The workplan proposes to use geophysical survey equipment to identify potential USTs, piping, or backfilled excavations. Based on the findings, soil vapor sampling will be conducted in the area of the former USTs, as well as select locations surrounding the garage building, and any potential environmental concerns identified by the geophysical survey. The workplan is acceptable with the following conditions:

- One soil boring shall be completed in the area of the former UST tank cavity to a minimum depth of 30 feet below ground surface (bgs). Soil samples shall be collected from 10, 20 and 30 feet bgs and shall be analyzed for TPH Fuel Scan (C6-C40) using EPA Method 8015M and volatile organic compounds using EPA Method 8260 full scan.
- A RCDEH representative must be on-site to witness sampling activities. Please contact our office a minimum of five days prior to conducting field activities to ensure staff availability.
- As a responsible party, you will be billed at a rate of \$145 per hour for technical staff time spent reviewing documents, issuing letters, visiting the site, and all other associated activities.

If you have any questions or would like to schedule field activities contact Yvonne Reyes at (951) 955-8982 or by email at [ayreyes@rivcocha.org](mailto:ayreyes@rivcocha.org).

Sincerely,



Yvonne Reyes, REHS  
Environmental Health Specialist IV

Reviewed by,



Sharon Boltinghouse, P.G.  
Associate Public Health Professional Geologist

cc: Brian R. Brennan, EEI, [bbrennan@eeitiger.com](mailto:bbrennan@eeitiger.com)

**Environmental Cleanup Programs**

Riverside Office: 3880 Lemon Street, Suite 200, Riverside, CA 92501 (951) 955-8982 Fax (951) 955-8988  
Desert Office: 47950 Arabia Street, Indio CA 92201 (760) 863-7570 Fax (760) 863-8303



COUNTY OF RIVERSIDE  
DEPARTMENT OF ENVIRONMENTAL HEALTH

April 21, 2014

Case# SR0030291

Roman Catholic Bishop of San Bernardino  
Attn: David Meier  
1201 E. Highland Avenue  
San Bernardino, CA 92404

**RE: No Further Action Determination for Assessment conducted at 25165 Cottonwood Avenue in Moreno Valley, California 92553. Assessor Parcel Number: 479-200-003**

Dear Mr. Meier:

This letter confirms the completion of a site investigation for the underground storage tank(s) (USTs) formerly located at the above described location. Under the oversight of the Riverside County Environmental Health Environmental Cleanup Program (RCDEH-ECP), a subsurface investigation was conducted to assess the area of the former undocumented USTs removed in approximately 2011.

The investigation included a geophysical survey, soil vapor sampling, and soil sampling in the former UST area to verify subsurface conditions as regulatory records are not available to document the USTs installation or removal. The investigation did not indicate the presence of additional USTs or impacted soil.

Based on the available data, and with the provision that the information provided to this agency was accurate and representative of site conditions, RCDEH-ECP has determined that the former UST area does not appear to pose a threat to public health or the environment and no further action is necessary with respect to the former USTs at the property.

As with any real property, if previously unidentified contamination is discovered at the site or the site's conditions differ from those presented in the submitted documents, our office shall be notified immediately and additional assessment, investigation and/or cleanup may be required.

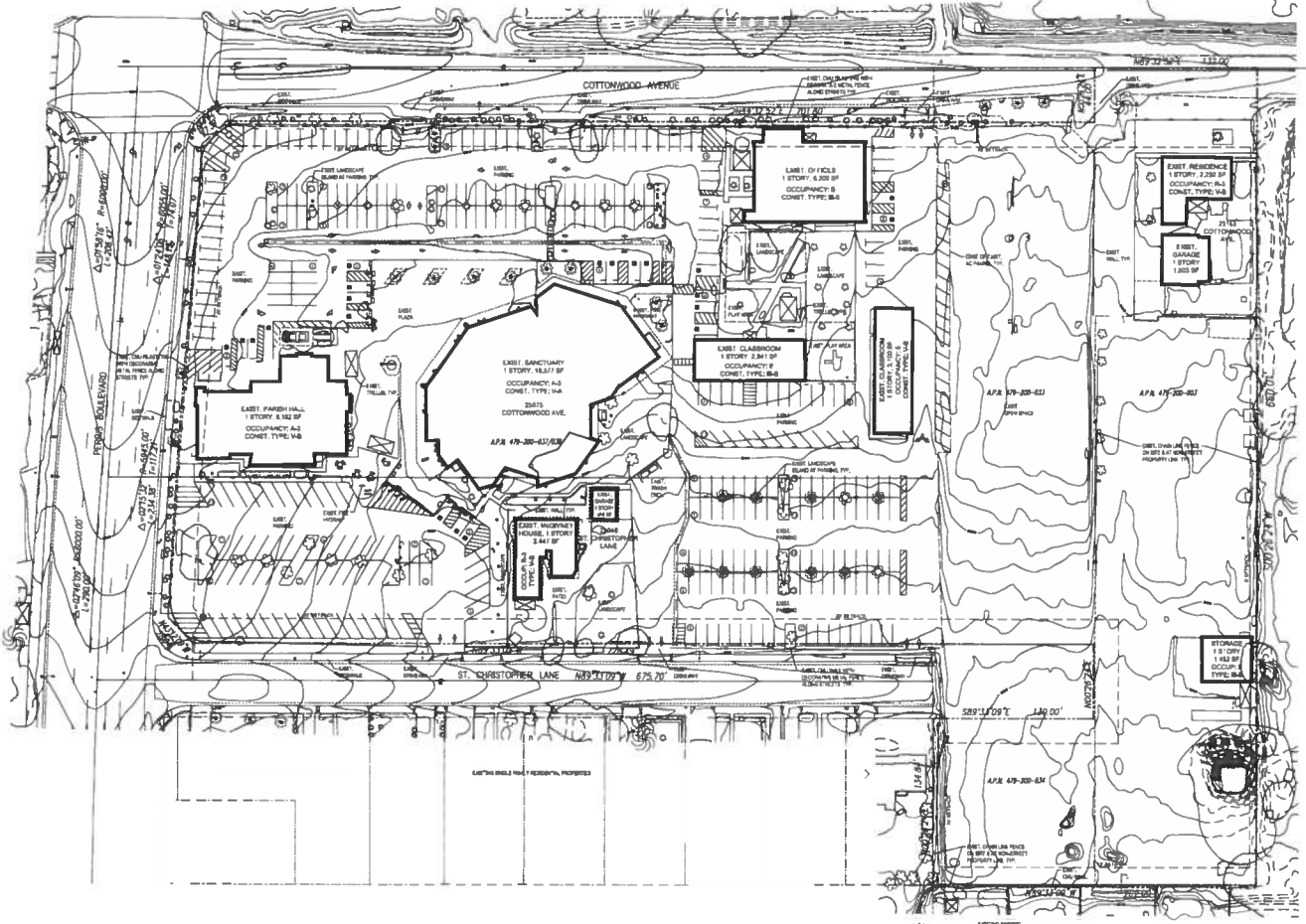
If you have any questions regarding this letter, please contact me at (951) 955-8982 or [sbolting@rivcocha.org](mailto:sbolting@rivcocha.org).

Sincerely,



Sharon Boltinghouse, P.G.  
Associate Public Health Professional Geologist

cc: Brian Brennan, EEI [bbrennan@eetiger.com](mailto:bbrennan@eetiger.com)



SITE PLAN - EXISTING TOPOGRAPHIC SURVEY

ATTACH#D14

NOT TO SCALE  
 BASED ON THE SANCTUARY ADDRESS IN  
 RECORD RECORDS, THE SPACES  
 POSSIBLY FORMED IN SPACES  
 EXIST. TREES & LANDSCAPE

CASE #P12-051

**LA:**  
Land Architecture Inc.  
1000 North First Street, Suite 100  
San Diego, California 92101-4200  
www.landarch.com

**ST. CHRISTOPHER CATHOLIC CHURCH**  
PARISH MASTER PLAN  
25075 COTTONWOOD AVENUE, MORENO VALLEY, CA 92553



Sheet No.	Sheet Description	Date
AS-1.0	SITE PLAN - EXISTING TOPOGRAPHIC SURVEY	10/11/01

Project Number: 1011-01  
 Prepared by: BENNETT LORD





SITE PLAN - EXISTING AERIAL VIEW



ST. CHRISTOPHER CATHOLIC CHURCH  
 PARISH MASTER PLAN  
 25075 COTTONWOOD AVENUE, MORENO VALLEY, CA 92553

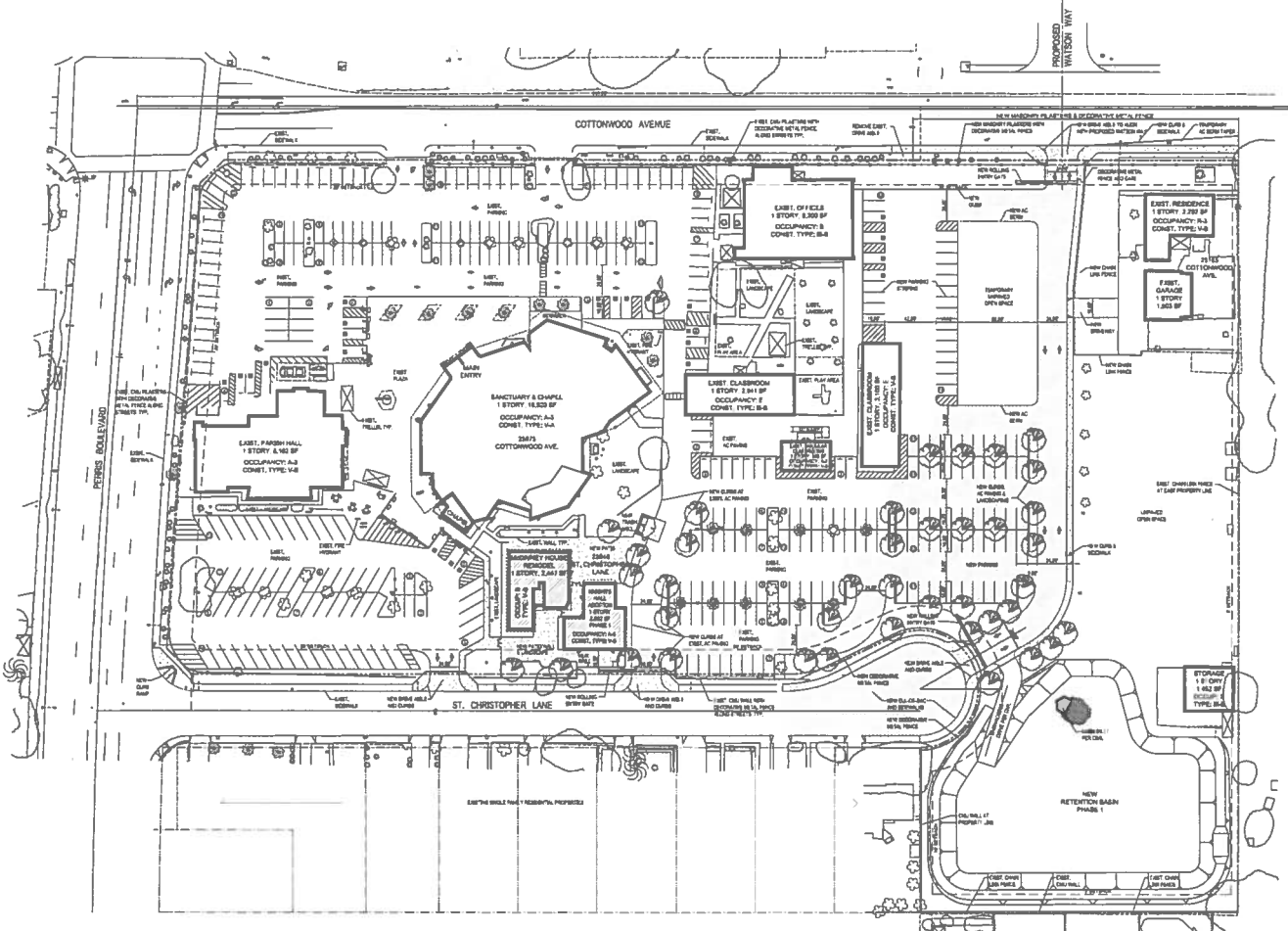


NO.	DESCRIPTION	DATE

Project Name: ST. CHRISTOPHER CATHOLIC CHURCH PARISH MASTER PLAN  
 Project Number: 10111-101  
 Project Engineer: BENNETT, LORD

AS-1.2

CASE #P12-051



SITE PLAN - PHASE 1



EXISTING MATERIALS  
 NEW MATERIALS  
 CONCRETE  
 TREES & LANDSCAPE  
 NEW TREES

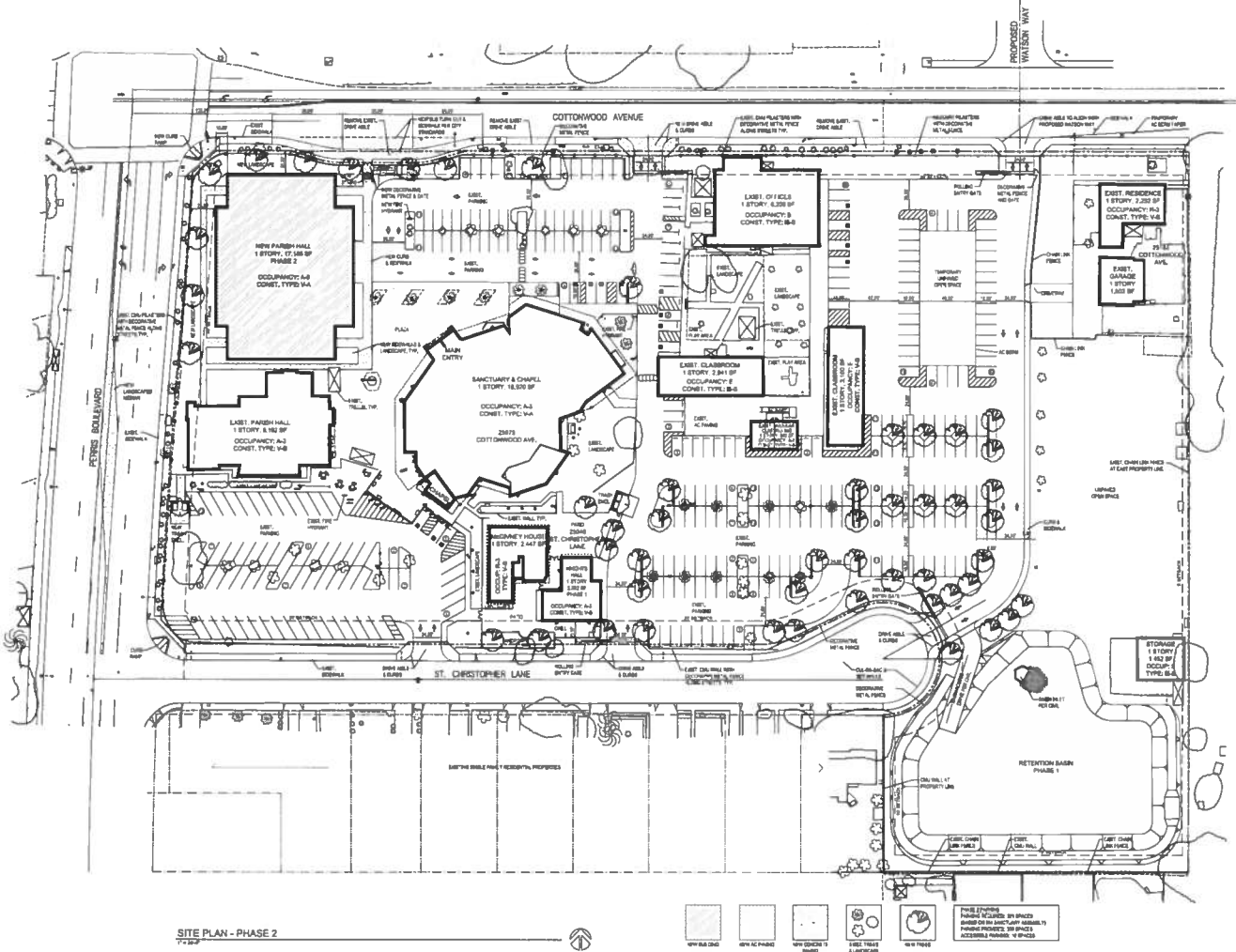
CASE #P12-051



**ST. CHRISTOPHER CATHOLIC CHURCH**  
 PARISH MASTER PLAN  
 25075 COTTONWOOD AVENUE, MORENO VALLEY, CA 92553



Project Name	AS-1.3
Site Name	ST. CHRISTOPHER CATHOLIC CHURCH
Project Number	1011-LO1
Architect	LAND ARCHITECTS INC.
Project Manager	BOB BOWETT
Scale	AS SHOWN
Date	08/11/11
Drawn By	BOB BOWETT
Checked By	BOB BOWETT
Approved By	BOB BOWETT



**ST. CHRISTOPHER CATHOLIC CHURCH**  
PARISH MASTER PLAN  
25075 COTTONWOOD AVENUE, MORENO VALLEY, CA 92553

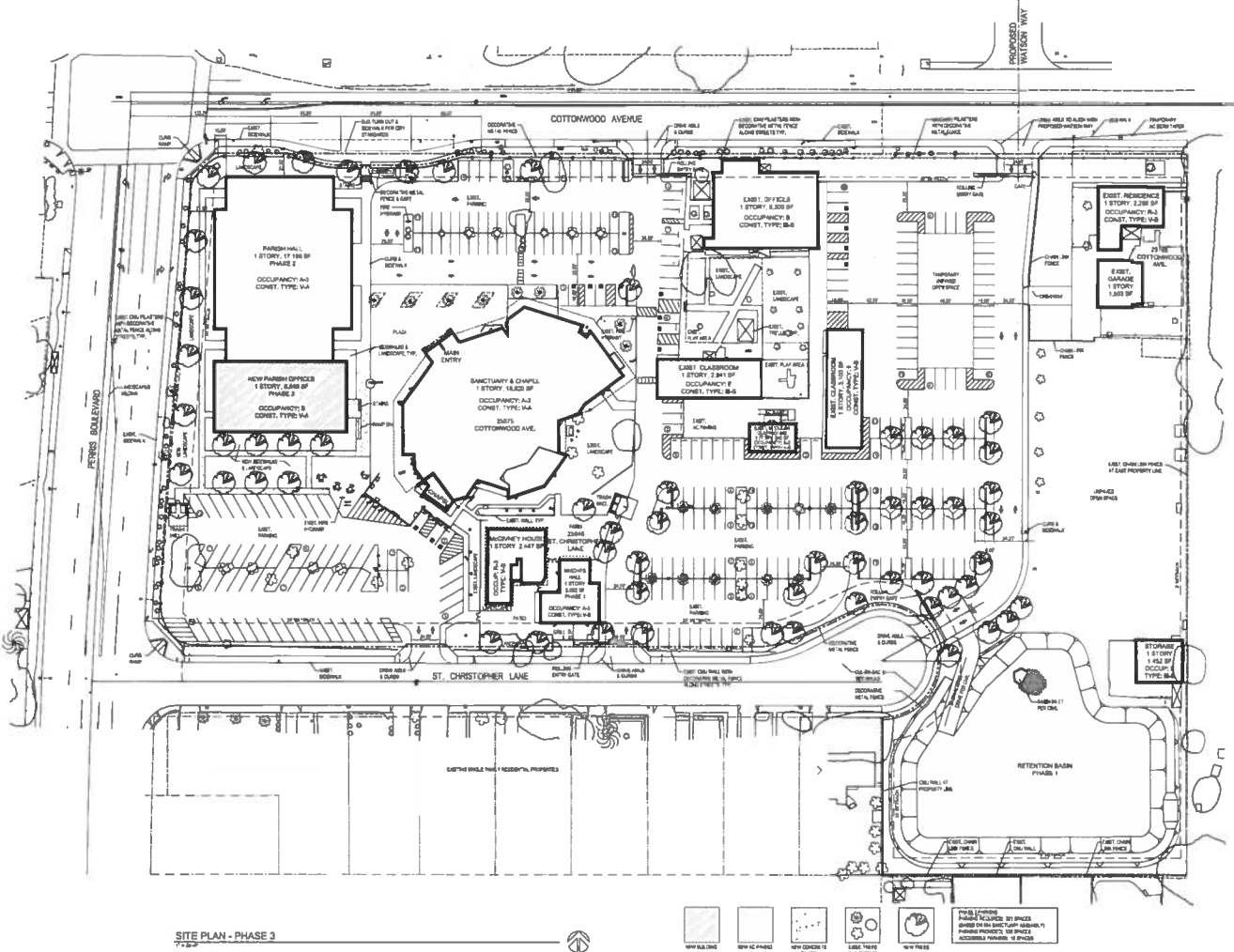


Rev.	Description	Date
01	PRELIMINARY	01/17/17
02	REVISED PER COMMENTS	02/01/17
03	REVISED PER COMMENTS	02/01/17
04	REVISED PER COMMENTS	02/01/17
05	REVISED PER COMMENTS	02/01/17
06	REVISED PER COMMENTS	02/01/17
07	REVISED PER COMMENTS	02/01/17
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48	REVISED PER COMMENTS	02/01/17
49	REVISED PER COMMENTS	02/01/17
50	REVISED PER COMMENTS	02/01/17

Project Name: ST. CHRISTOPHER CATHOLIC CHURCH PARISH MASTER PLAN - PHASE 2  
Project Location: NEW PARISH HALL  
Project Number: 1011-101  
Project Architect: BENNETT LLOYD

AS-1.4

CASE #P12-051



**LA:**  
Land Architects Inc.  
1000 North Main Street, Suite 200  
San Diego, California 92101  
www.landarchitects.com

**ST. CHRISTOPHER CATHOLIC CHURCH  
PARISH MASTER PLAN**  
25075 COTTONWOOD AVENUE, MORENO VALLEY, CA 92553

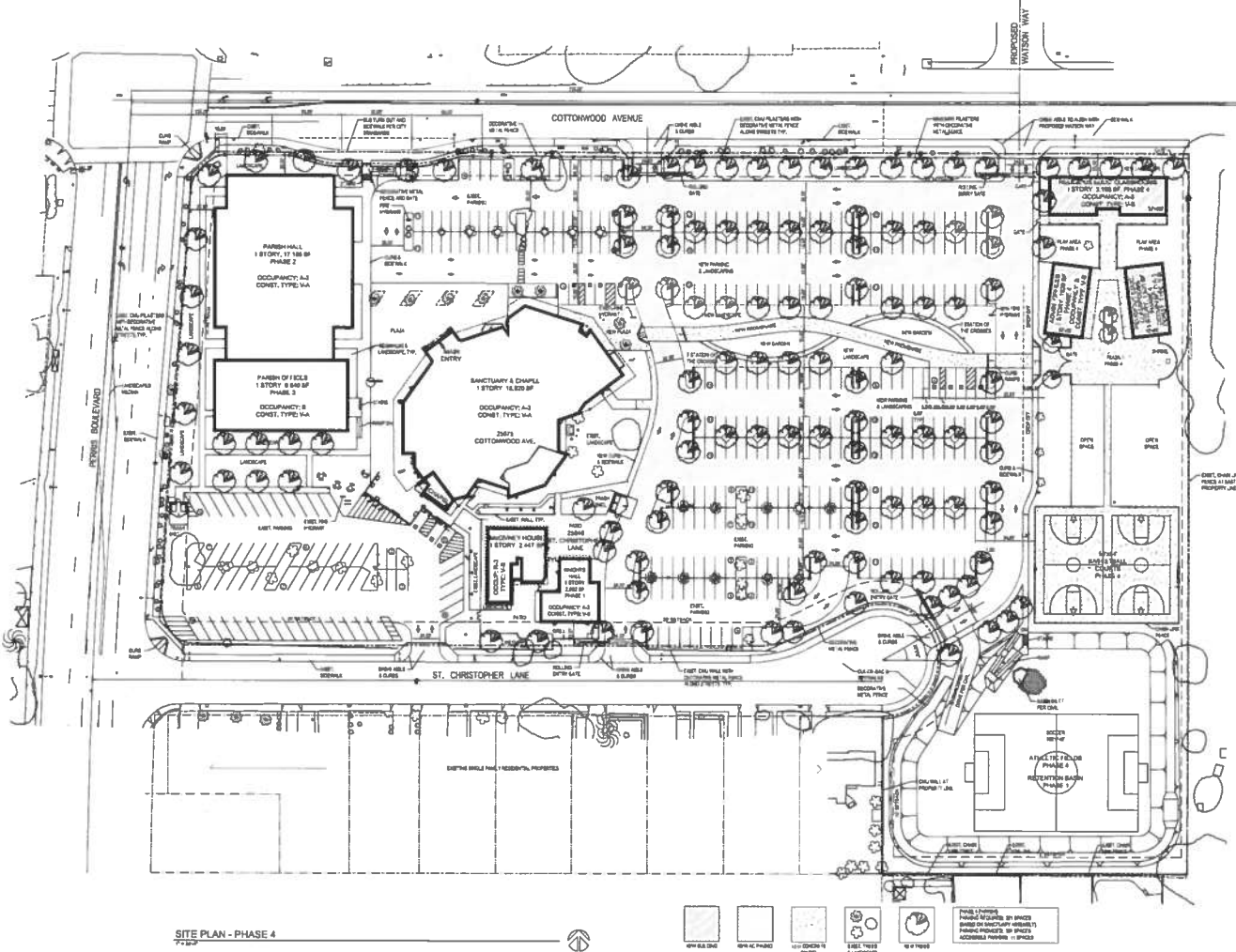
**AS-1.5**

Project Number: 1011-101  
Author: BENNETT LORD

Sheet	Scale
AS-1.1	AS-1.1
AS-1.2	AS-1.2
AS-1.3	AS-1.3
AS-1.4	AS-1.4
AS-1.5	AS-1.5
AS-1.6	AS-1.6
AS-1.7	AS-1.7
AS-1.8	AS-1.8
AS-1.9	AS-1.9
AS-1.10	AS-1.10

CASE #P12-051





**LA**  
LORD ARCHITECTURE INC.  
1000 North First Street, Suite 111  
San Diego, California 92101  
www.lordarchitecture.com

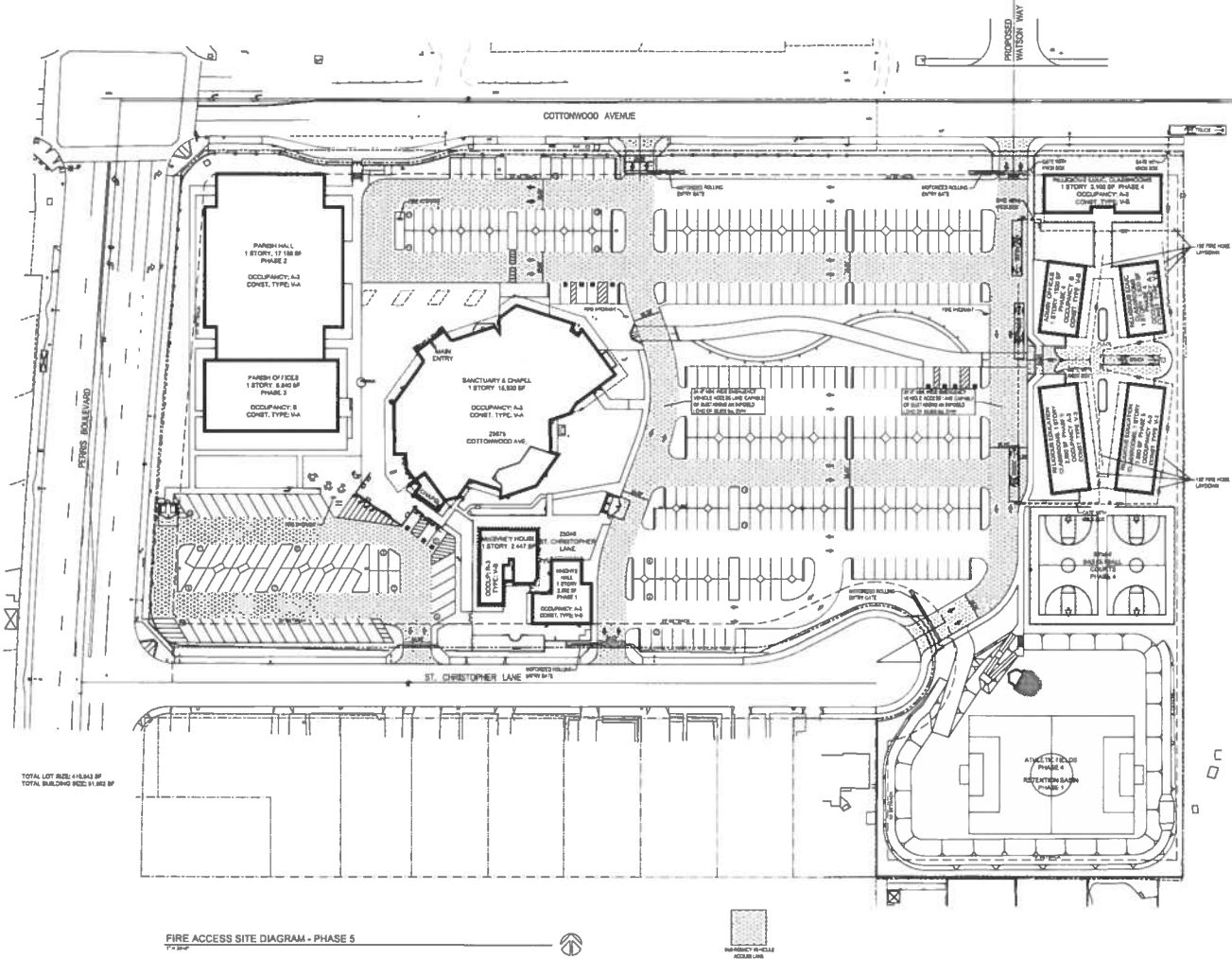
**ST. CHRISTOPHER CATHOLIC CHURCH  
PARISH MASTER PLAN**  
25075 COTTONWOOD AVENUE, MORENO VALLEY, CA 92553

**AS-1.6**

Project Number: 1031-101  
Prepared by: BENNETT LORD

CASE #P12-051





TOTAL LOT AREA: 118,943 SF  
TOTAL BUILDING SIZE: 71,982 SF

FIRE ACCESS SITE DIAGRAM - PHASE 5



CASE #P12-051



Lavi Architecture Inc.  
1600 North First Street, Suite 201  
San Diego, California 92108  
619-441-8888

ST. CHRISTOPHER CATHOLIC CHURCH  
PARISH MASTER PLAN  
25075 COTTONWOOD AVENUE, MORENO VALLEY, CA 92553



Sheet	Scale
AS-1.8	AS P. 2000'S IN

Project Name: FIRE ACCESS SITE DIAGRAM  
Phase: PHASE 5  
Project Number: 1011-101  
Project Location: BENNETT LORD

AS-1.8

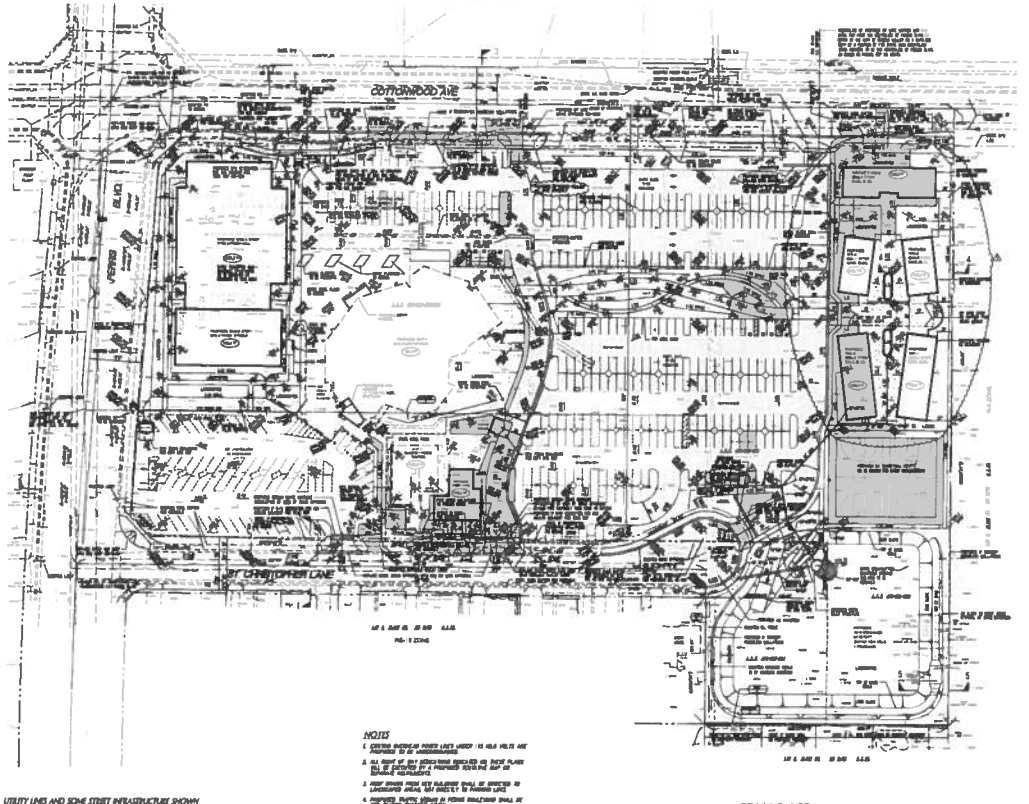
PRELIMINARY GRADING PLAN FOR SAINT CHRISTOPHER CATHOLIC CHURCH MORENO VALLEY, CALIFORNIA

JMB ENGINEERS, INC. APRIL 2013



- EXISTING ELEMENTS
1. LOT 10 - GRADING AND PLANNING
2. LOT 11 - GRADING AND PLANNING
3. LOT 12 - GRADING AND PLANNING
4. LOT 13 - GRADING AND PLANNING
5. LOT 14 - GRADING AND PLANNING
6. LOT 15 - GRADING AND PLANNING
7. LOT 16 - GRADING AND PLANNING
8. LOT 17 - GRADING AND PLANNING
9. LOT 18 - GRADING AND PLANNING
10. LOT 19 - GRADING AND PLANNING

- LEGEND AND ABBREVIATIONS
A.1.1. ALIEN INTEREST
A.1.2. ALIEN INTEREST
A.1.3. ALIEN INTEREST
A.1.4. ALIEN INTEREST
A.1.5. ALIEN INTEREST
A.1.6. ALIEN INTEREST
A.1.7. ALIEN INTEREST
A.1.8. ALIEN INTEREST
A.1.9. ALIEN INTEREST
A.1.10. ALIEN INTEREST



PRELIMINARY TITLE REPORTS
LEGAL DESCRIPTION
TOPOGRAPHY
SITE PREPARATION
GENERAL PLAN
ZONING
FLOOD PLANNING
UTILITY PROVIDERS
SCHOOL DISTRICT
APPLICATIONS
MADE PREPARATION
DATE: 04/10/13

NOTES
1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

DRAWING INDEX
C-1. TITLE SHEET, NOTES, VICINITY MAP
C-2. RIGHT OF WAY AND PROPERTY LINE SECTIONS

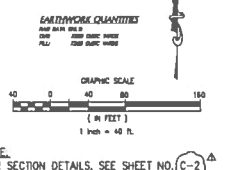
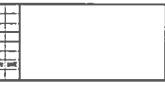


Table with columns: BENCH MARK, DATE OF BEARING, REVIEW BY CITY STAFF, and other project details.

Table with columns: OFFICE, PROJECT, DATE, and other project details.

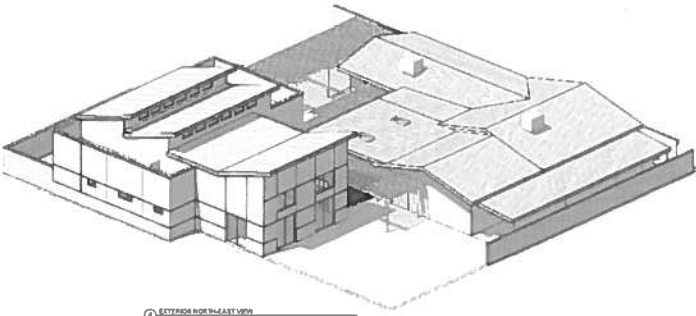
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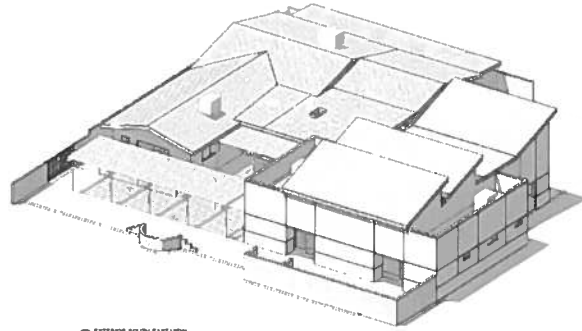
MS ENGINEERS logo and contact information.

CITY OF MORENO VALLEY PRELIMINARY GRADING PLAN FOR ST. CHRISTOPHER CATHOLIC CHURCH MORENO VALLEY, CA

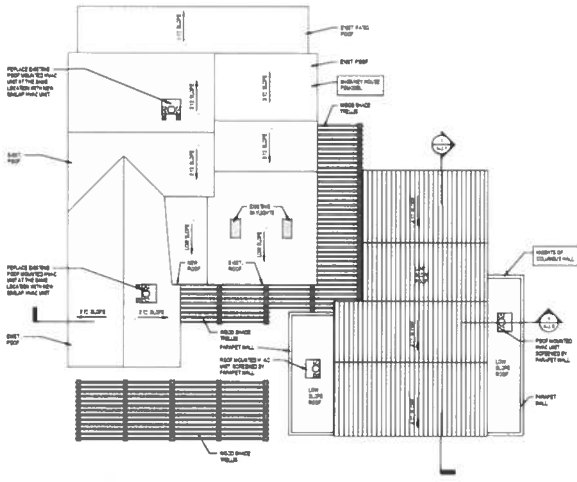




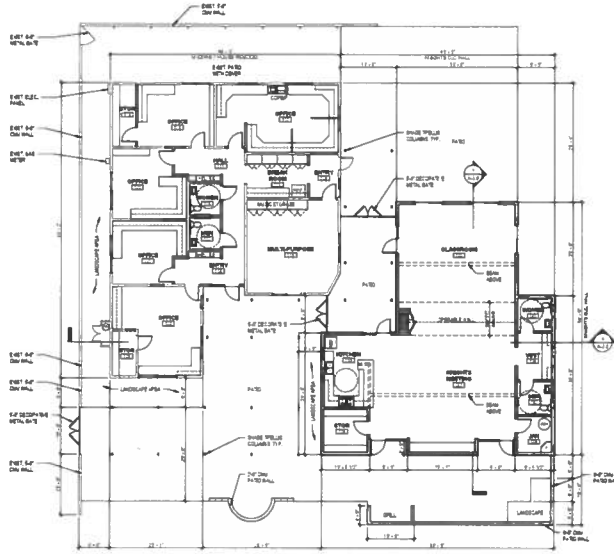
1 EXTERIOR NORTH-EAST VIEW



2 EXTERIOR SOUTH-EAST VIEW



3 FLOOR PLAN - MOBILITY HOUSE/SANITARY D.C. HALL



4 FLOOR PLAN - MOBILITY HOUSE/SANITARY D.C. HALL



Lord Architects Inc.  
 1500 South Placer, Suite 200  
 San Diego, CA 92108, 619.435.1000  
 800.451.2222, www.lordarchitects.com

ST. CHRISTOPHER CATHOLIC CHURCH  
 PARISH MASTER PLAN  
 25075 COTTONWOOD AVENUE, MORENO VALLEY, CA

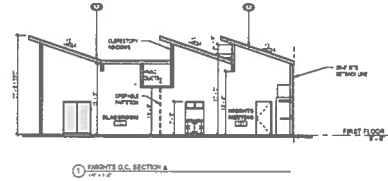
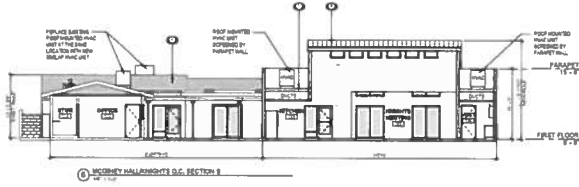


Project Name	ST. CHRISTOPHER CATHOLIC CHURCH
Project Number	1696
Revision	1
Date	10/11/13

Project Name: ST. CHRISTOPHER CATHOLIC CHURCH  
 Project Number: 1696  
 Revision: 1  
 Date: 10/11/13

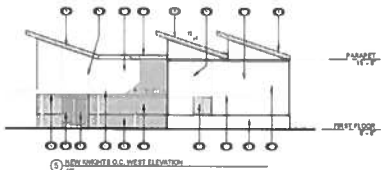
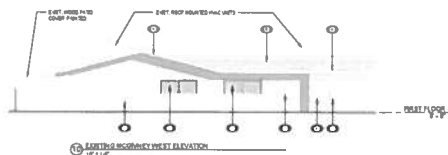
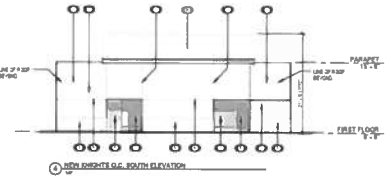
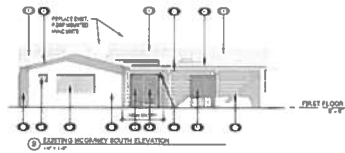
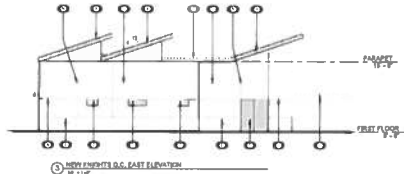
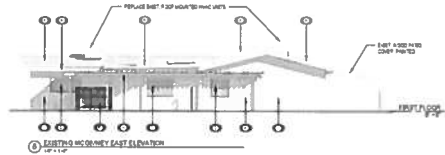
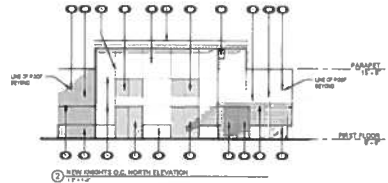
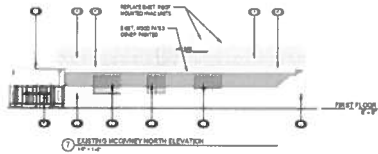
CASE #P12-051

A-1.0



LEGEND - ELEVATION FINISHES

- ① CLASS 3 MINERAL FIBRE ROOF (SEE BALCONY DETAILS) LIGHT GREY
- ② CLASS 3 FIBROUS GEM MET. ROOF (SEE BALCONY DETAILS)
- ③ BRICK FLAT ROOF
- ④ EXISTING PLASTER STUCCO CLASSIC COLOR (BRICKSILL, ETC)
- ⑤ EXISTING PLASTER STUCCO CLASSIC COLOR (HORIZONTAL)
- ⑥ WHITE STUCCO FINISH (SEE BALCONY DETAILS)
- ⑦ WHITE STUCCO FINISH (SEE BALCONY DETAILS)
- ⑧ BRICK FINISH (SEE BALCONY DETAILS)
- ⑨ EXISTING PLASTER STUCCO CLASSIC COLOR (BRICKSILL, ETC)
- ⑩ EXISTING BRICK FINISH
- ⑪ METAL FINISH (SEE BALCONY DETAILS)
- ⑫ COGNAC MET. BRICK FINISH



CASE #P12-051



Land Architecture Inc.  
1100 Howe Street, Suite 110  
San Diego, California 92108-0000  
www.landarch.com

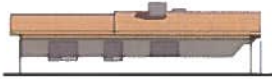
ST. CHRISTOPHER CATHOLIC CHURCH  
PARISH MASTER PLAN  
25075 COTTONWOOD AVENUE, MORENO VALLEY, CA



Project Number: 1011-1-01  
Date: 01/11/11

Scale: 1/8" = 1'-0"  
Title: EXTERIOR ELEVATIONS  
BUILDING SECTIONS

Sheet Number: A-2.0



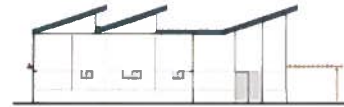
① EXISTING MCGIVNEY NORTH ELEVATION



② NEW KNIGHTS G.C. NORTH ELEVATION



③ EXISTING MCGIVNEY EAST ELEVATION



④ NEW KNIGHTS G.C. EAST ELEVATION



⑤ EXISTING MCGIVNEY SOUTH ELEVATION



⑥ NEW KNIGHTS G.C. SOUTH ELEVATION



⑦ EXISTING MCGIVNEY WEST ELEVATION



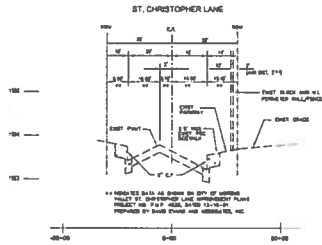
⑧ NEW KNIGHTS G.C. WEST ELEVATION



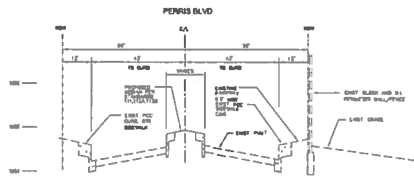


# TENTATIVE PARCEL MAP NO. 36522

A CONSOLIDATION OF CONTIGUOUSLY OWNED PROPERTY OF SAINT CHRISTOPHER CATHOLIC CHURCH  
 MORENO VALLEY, CALIFORNIA  
 ASSessor PARCEL NO. 479-200-000/000/004/002/008  
 J&B ENGINEERS, INC.      APRIL 2020

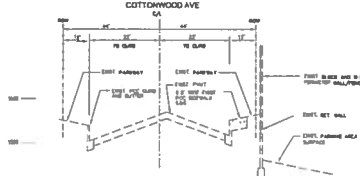


**SECTION 1-1**  
 HORIZ. 1"=20'  
 VERT. 1"=2'



**SECTION 2-2**  
 HORIZ. 1"=20'  
 VERT. 1"=2'

FOR SECTION LOCATIONS, SEE SHEET 3



**SECTION 3-3**  
 HORIZ. 1"=20'  
 VERT. 1"=2'

**NOTES OF SPECIAL INTEREST**

1. EXISTING OVERHEAD POWER LINES UNDER THIS MAP NO. IS ARE PROVIDED TO BE UNDISTURBED.
2. GOLF DIVERT FROM NEW BUILDINGS SHALL BE DIRECTED TO LANDSCAPE AREAS AND STRICTLY TO PARKING LANE.
3. PROPOSED SWAYE MEDIAN AT PERDIS BLDVD SHALL BE FOR SWAYE CONCRET PAVED.
4. THE LOCATION OF EXISTING UNDERGROUND UTILITY INFRASTRUCTURE HAS BEEN OBTAINED BY A GROUND PENETRATING RADAR AND COMPARISON OF PLANS HISTORICAL PLANS AND RECORDS. NO RECORDS WERE FOUND FOR THE UTILITY INFRASTRUCTURE AND SERVICE CONNECTIONS AND NO SIGN PROBABILIZATION IS EVIDENT TO BE OF CONCERN.
5. PROPOSED SWAYE MEDIAN ALL CONCRETE TO EXISTING ON-SITE STORM INFRASTRUCTURE. AS NOTED IN NEW 4" DIA. NO. 11-20" PLANS AND IN EXISTING FINAL SECTION AND EVALUATED ON THE BASIS OF EXISTING FINAL SECTION AND EVALUATED ON THE BASIS OF EXISTING FINAL SECTION AND EVALUATED ON THE BASIS OF EXISTING FINAL SECTION.
6. THE PROPOSED ROAD IS THE BEST MANAGEMENT PRACTICES (BMP) VARIATION FOR THE PROJECT. SEE PLAN IN THE QUALITY ASSURANCE PLAN.
7. THE SITE IS NOT SUBJECT TO INWELVE, SEASIDE OR FLOOD HAZARD.
8. THE PROJECT WILL REQUIRE BEST CONTROL MEASURES.
9. THE SITE DOES NOT CONTAIN ANY HAZARDOUS MATERIALS.
10. THE PROJECT WILL NOT REQUIRE ANY REPORT OR REPORT OF SOIL.



**VICINITY MAP**  
 NO SCALE

- UTILITY PROVIDERS**
- SEWER & WATER: EASTERN MARIANA, BAYVIEW DISTRICT, 2015 MARINA BL, PERDIS CA 92571, (951) 584-2771
  - GAS: SOULBORN CALIF. GAS COMPANY, 2015 MARINA BL, PERDIS CA 92571, (951) 584-2771
  - CABLE TV: ONE SHARED CABLE, 2015 PERDIS BLVD, MORENO VALLEY, CA 92551, (951) 300-0000
  - ROAD BUILT: BUREAU OF MANAGEMENT OF MORENO VALLEY, 17400 INDIAN STREET, MORENO VALLEY, CA 92551, (951) 241-2427
  - ELECTRIC: SOULBORN CALIFORNIA ENERGY, 2015 MARINA BL, PERDIS CA 92571, (951) 584-2771
  - TELEPHONE: VERIZON, 5000 CHRISTOPHER CIRCLE, SAN BERNARDINO CA, (951) 265-0500

**LEGEND AND ABBREVIATIONS**

—P—	EXISTING ON-DECK LANE	FL	FLORIANE
—S—	EXISTING STREET LANE	GB	GRADE BREAK
—E—	EXISTING ELEVATION	GR	GRASS
—W—	EXISTING WIDTH	HP	HIGH POINT
—D—	EXISTING DRAINAGE	LP	LOW POINT
—C—	EXISTING CURB	LP	LOW POINT
—E—	EXISTING ELEVATION	OP	OVERHEAD
—C—	EXISTING CURB	PP	POWER POLE
—C—	EXISTING CURB	P/L	PROPERTY LINE
—C—	EXISTING CURB	PROP	PROPOSED
—C—	EXISTING CURB	R/W	RIGHT OF WAY
—C—	EXISTING CURB	S	SOIL
—C—	EXISTING CURB	T	TERRAIN
—C—	EXISTING CURB	TR	TYPICAL ROAD
—C—	EXISTING CURB	FC	TOP OF CURB
—C—	EXISTING CURB	FM	FINISH GRADE
—C—	EXISTING CURB	FS	FRESH SURFACE
—C—	EXISTING CURB	RI	RIGHT OF WAY

**PRELIMINARY TITLE REPORTS**

BY CHOCADO TITLE COMPANY AS FOLLOWS:  
 ORDER NUMBER: PMS1908-08 (DATE: DEC. 11, 2019)  
 ORDER NUMBER: PMS1908-08 (DATE: DEC. 11, 2019)  
 ORDER NUMBER: PMS1908-08 (DATE: DEC. 11, 2019)

**LEGAL DESCRIPTION**

PORTION OF LOT 3 AND 4 IN BLOCK 05 OF BEAN VALLEY AND ALEXANDER DEVELOPMENT COMPANY MAP NO. 1 AS RECORDED IN MAP BOOK 14, PAGE 46 SAN BERNARDINO COUNTY RECORDS.

**TRACKS/RIGHTS**

ACQUIRED BY SANTA MONICA AND/OR ANTHESS FROM SANTA MONICA AND/OR ANTHESS (FILE #17-002) IN FEB. 2017 BY SANTA MONICA AND/OR ANTHESS (FILE #17-002) IN FEB. 2017 BY SANTA MONICA AND/OR ANTHESS (FILE #17-002) IN FEB. 2017

**SITE INFORMATION**

THE ADDRESS ZONING COTTONWOOD AVENUE, MORENO VALLEY, CA 92551  
 ZONING AREA: R-1.1 AGENCIES: ALL AGENCIES  
 DISTRICTED AREA: R-1.1 AGENCIES

**GENERAL PLAN**

APR 178-200-000/000/004/002/008 (OFFICE DISTRICT)  
 APR 178-200-000/000/004/002/008 (RESIDENTIAL DISTRICT)

**IRVING FLOODZONE**

IRVING FLOODZONE: ZONE 1

**SCHOOL DISTRICT**

SCHOOL DISTRICT: SERRA VALLEY UNIFIED SCHOOL DISTRICT  
 THE SCHOOL CAJONIC SCHOOL DISTRICT OF SAN BERNARDINO COUNTY, CALIFORNIA, 1000 MORENO VALLEY, CA 92551  
 PHONE: (951) 410-1000

**MAP PREPARATION BY:**

J&B ENGINEERS, INC.  
 17400 INDIAN STREET, SUITE 100  
 MORENO VALLEY, CALIFORNIA 92551  
 TEL: (951) 410-1000

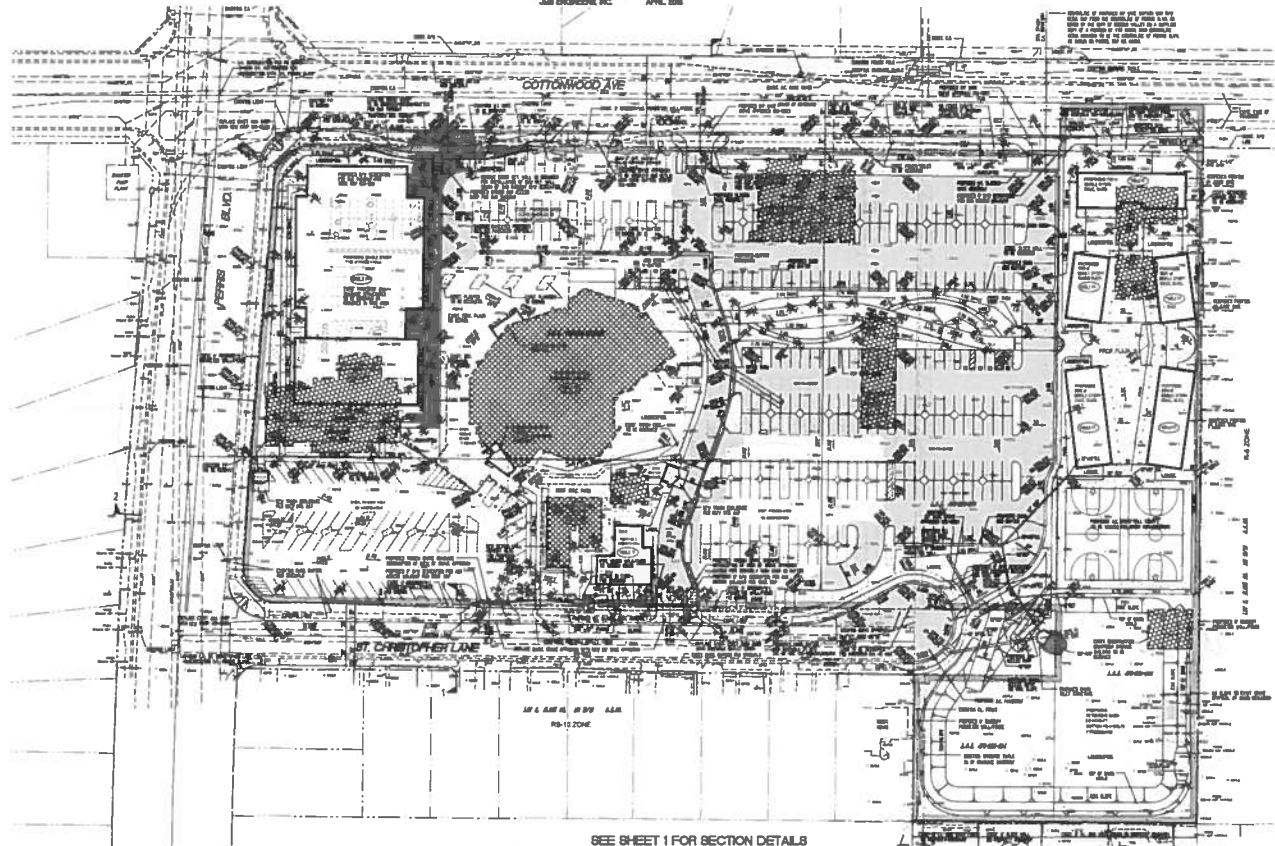
**DRAWING INDEX**

1. SHEET: PROJECT DATA, NOTIFY MAPS, RECORDS
2. SHEET: MAP
3. SHEET: INFORMATION

	<p><b>CITY OF MORENO VALLEY</b></p> <p><b>TENTATIVE PARCEL MAP NO. 36522</b></p> <p><b>FOR ST. CHRISTOPHER CATHOLIC CHURCH</b></p> <p>MORENO VALLEY, CA</p>	<p>ASSET NO.</p> <p><b>1 of 3</b></p> <p>SHEET NO. P12-C51</p>
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**TENTATIVE PARCEL MAP NO. 36522**  
 A CONSOLIDATION OF CONTIGUOUSLY OWNED PROPERTY OF SAINT CHRISTOPHER CATHOLIC CHURCH  
 MORENO VALLEY, CALIFORNIA  
 TENTATIVE PARCEL MAP NO. 36522  
 JAS ENGINEERS, INC. APRIL 2008




SEE SHEET 1 FOR SECTION DETAILS

**BUILDING DISPOSITION LEGEND:**

	EXISTING STRUCTURE TO REMAIN		EXISTING STRUCTURE TO BE REMOVED
---	------------------------------	---	----------------------------------

**NOTE:**  
 \*\* INDICATES ITEMS TO BE REMOVED, RELOCATED AND/OR UNDERGROUND



1 inch = 40 ft.

**MS**  
 ENGINEERS ARCHITECTS  
 15000 E. STATE ST., SUITE 100, MORENO VALLEY, CALIFORNIA 92553  
 (951) 251-1100  
 www.msengineers.com

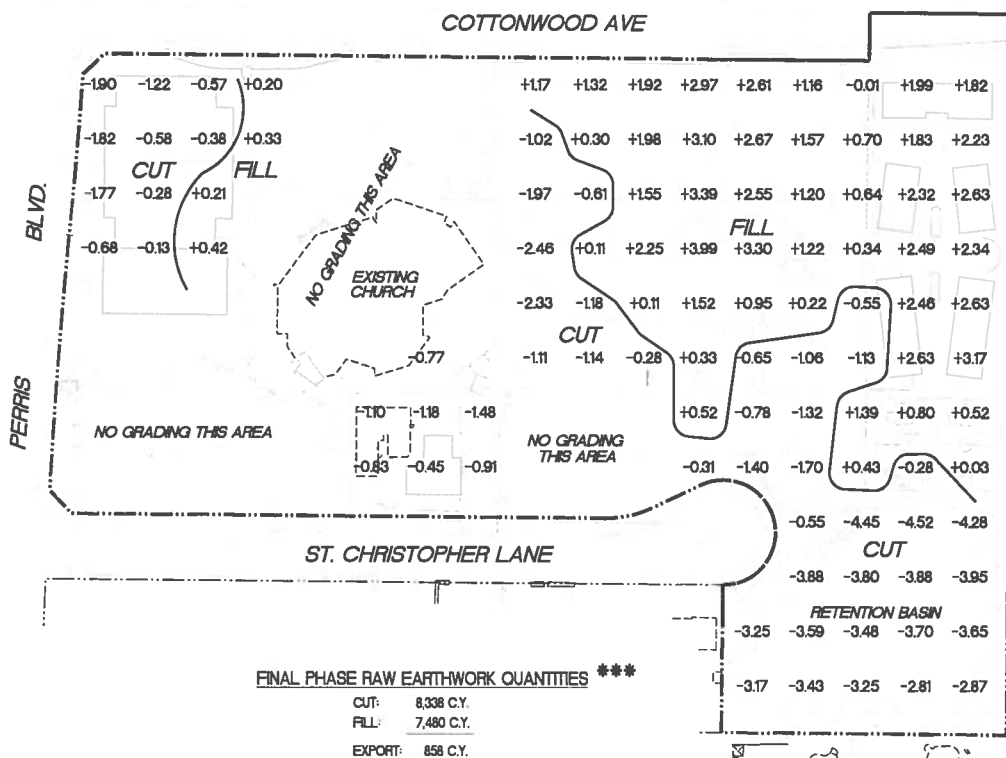


**CITY OF MORENO VALLEY**  
 TENTATIVE PARCEL MAP NO. 36522  
 FOR ST. CHRISTOPHER CATHOLIC CHURCH  
 MORENO VALLEY, CA

ACCT. NO.  
 SHEET 3 of 3  
 CITY CODE NO. P12-C51

### MORENO VALLEY SAINT CHRISTOPHER CATHOLIC CHURCH MASTER PLAN FINAL PHASE GRADING CUT/FILL DEPTH PLAN

JMS ENGINEERS, INC.      OCTOBER 2013



**FINAL PHASE RAW EARTHWORK QUANTITIES \*\*\***

CUT: 8,338 C.Y.  
FILL: 7,480 C.Y.  
EXPORT: 858 C.Y.

\*\*\* EARTHWORK CALCULATED TO PROPOSED FINISHED PAVEMENT DRIVING SURFACE AND PROPOSED BUILDING FINISH FLOOR ELEVATION LESS AN ALLOWANCE FOR AN ASSUMED ONE FOOT STRUCTURAL SECTION.

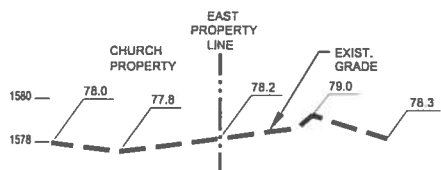
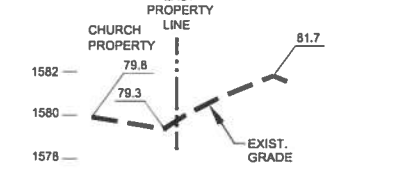
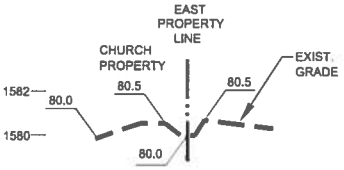
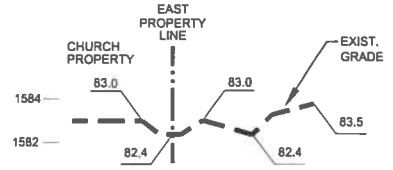
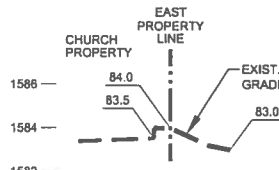
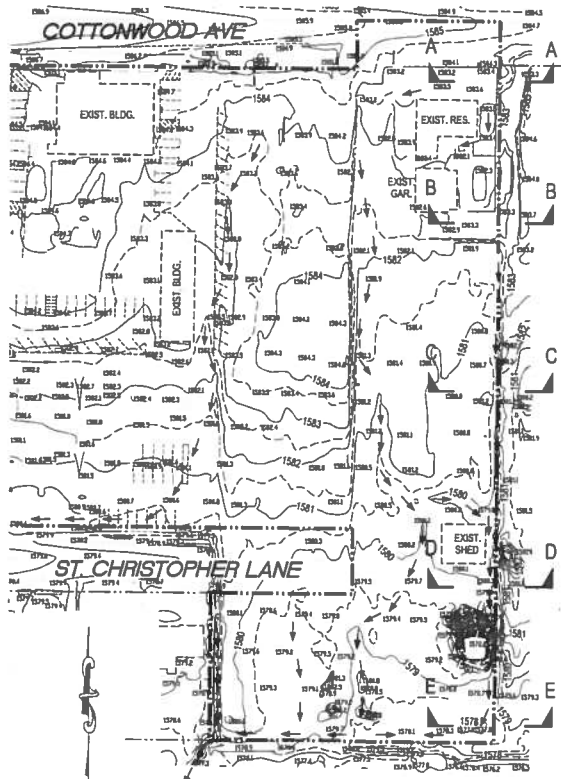
**CASE NUMBERS**  
TENTATIVE MAP: PA 13-0002  
CUP/ MASTER PLAN: P 12-051



# MORENO VALLEY SAINT CHRISTOPHER CATHOLIC CHURCH EXISTING DRAINAGE PATTERN AT EASTERLY CHURCH PROPERTY

JMS ENGINEERS, INC.

OCTOBER 2013



- LEGEND**
- DRAINAGE DIRECTION
  - 1580 — CONTOUR WITH ELEVATION
  - - - INTERMEDIATE CONTOUR (0.5' INTERVAL)

**TOPOGRAPHIC NOTE**  
 TOPOGRAPHY WAS COMPILED BY DIGITAL PHOTOGRAMMETRIC METHODS FROM AERIAL PHOTOGRAPHY IN FEBRUARY 2011 BY ANALYTICAL PHOTOGRAMMETRIC SURVEYS, INC., RIVERSIDE, CALIFORNIA

**CASE NUMBERS**  
 TENTATIVE MAP: PA 13-0002  
 C.U.P. MASTER PLAN: P 12-051

1 CITY OF MORENO VALLEY  
 2 PLANNING COMMISSION  
 3 REGULAR MEETING  
 4 OCTOBER 24<sup>TH</sup>, 2013

5  
 6  
 7 **CALL TO ORDER**

8  
 9 Chair Van Natta convened the Regular Meeting of the City of Moreno Valley  
 10 Planning Commission on the above date in the City Council Chambers located at  
 11 14177 Frederick Street.

12  
 13  
 14  
 15 **ROLL CALL**

16  
 17 Commissioners Present:

18 Chair Van Natta  
 19 Vice Chair Giba  
 20 Commissioner Baker  
 21 Commissioner Lowell  
 22 Commissioner Sims

23  
 24 Excused Absence:

25 Commissioner Ramirez

26  
 27 Staff Present:

28 John Terrell, Community and Economic Development Director  
 29 Chris Ormsby, Interim Planning Official  
 30 Julia Descoteaux, Associate Planner  
 31 Michael Lloyd, Transportation Division Engineer  
 32 Clement Jimenez, Land Development Engineer  
 33 Randy Metz, Fire Marshall  
 34 Suzanne Bryant, City Attorney

35  
 36  
 37  
 38 **PLEDGE OF ALLEGIANCE**

39  
 40  
 41 **APPROVAL OF AGENDA**

42  
 43 **CHAIR VAN NATTA** – I'm going to take a little break from what we normally do  
 44 at this point and I'm to ask if there is a member of the Church who would like to

1 give us an invocation this evening to start our meeting off. Is there a leader,  
2 pastor, whatever or priest? Thank you

3  
4 **SPEAKER** – Thank you Ms. Chair. May we all rise? Loving and merciful God,  
5 we thank you for this evening. We ask you to be present and to bless us and to  
6 guide us and to open our hearts and minds to see what you want us to see.  
7 Bless all those who will make important decisions; open their hearts and their  
8 ears and their minds. Bless our gathering this evening and may we be humble  
9 always. We ask this through Christ our Lord. Amen.

10  
11 **CHAIR VAN NATTA** – Thank you. We have the Agenda in front of us. Has  
12 everyone had a chance to look at the brief Agenda we have for this evening. Do  
13 we have a motion to approve this?

14  
15 **COMMISSIONER BAKER** – I move that we approve the Agenda as submitted.

16  
17 **VICE CHAIR GIBA** – I'll second it

18  
19 **CHAIR VAN NATTA** – Moved and seconded. All those in favor?

20  
21 Opposed – 0

22  
23 **Motion carries 5 – 0, with one absent (Commissioner Ramirez)**

24  
25  
26  
27 **PUBLIC HEARING ITEMS**

28  
29 **CHAIR VAN NATTA** – The public is advised that there are procedures to be  
30 followed in this meeting and they are posted... where did they post them now? I  
31 think they moved them? They are still over at the side of the room.

32  
33  
34  
35 **PUBLIC COMMENTS**

36  
37 **CHAIR VAN NATTA** – At this point we are going to open the meeting for any  
38 matter which is not listed on the Agenda and which is within the subject matter  
39 jurisdiction of the Commission. I don't see that anyone has submitted a Speaker  
40 Slip.

41  
42 **INTERIM PLANNING OFFICIAL ORMSBY** – I didn't have any Speaker Slips.

43  
44 **CHAIR VAN NATTA** – No Speaker Slips; fine. Then we are going to close that  
45 portion of the meeting and go to on to our first Public Hearing Item.



1 **PUBLIC HEARING ITEMS**

2  
3 **1. Case Description: PA13-0002 Tentative Parcel Map 36522**  
4 **P12-051 Master Site Plan**  
5 **(Conditional Use Permit)**

6  
7 **Case Planner: Julia Descoteaux**

8  
9 ***(Continued from September 26<sup>th</sup>, 2013 Hearing)***

10  
11 **CHAIR VAN NATTA** – Case number PA13-0002, Tentative Parcel Map 36522  
12 and P12-051, Master Site Plan, Amended Conditional Use Permit. The Applicant  
13 is Lord Architecture Incorporated and can we have the Staff Report please.

14  
15 **ASSOCIATE PLANNER DESCOTEAUX** – Good evening Planning  
16 Commissioners. I'm Julia Descoteaux, the Case Planner and I have before I  
17 start a couple additional comments that I'm going to pass up there to you. The  
18 Applicant, Lord Architecture has submitted an application for a Tentative Parcel  
19 Map 36522 to combine all the five lots into one 9.5 acre parcel and a Master Site  
20 Plan, Amended Conditional Use Permit to develop the site into five phases for  
21 the future plans for the site.

22  
23 This project was continued from the September 26<sup>th</sup>, 2013 Planning Commission  
24 Hearing. The Tentative Parcel Map 36522 again will combine all the five lots into  
25 one parcel for future expansion of the site. There is no development associated  
26 with the Tentative Parcel Map. The Master Site Plan, Amended Conditional Use  
27 Permit provides for five phases of development incorporating the existing  
28 structures and the construction of additional structures, site improvements and  
29 off-site improvements until ultimate build out of the site is complete. The project  
30 is conditioned to submit all the additional buildings and site plans for review and  
31 approval and any modifications would require an amendment to the Master Site  
32 Plan.

33  
34 Phase one will include a new retention basin at the end of St. Christopher Lane.  
35 There will be existing street improvements on St. Christopher Lane; renovating of  
36 existing single family residence into a meeting room and the construction of a  
37 new multi-purpose building, providing for some additional parking on the site,  
38 landscape and circulation improvements to the off-site improvements on  
39 Cottonwood.

40  
41 Phase two will include the construction of a new multi-purpose parish hall,  
42 parking and landscaping with off-site improvements to Cottonwood, which will  
43 include a bus bay, revisions to the existing driveways and a landscape median  
44 along Perris Boulevard.

1 Phase three will replace the old sanctuary with a new administrative center, with  
2 additional landscaping and site improvements associated with that structure.

3  
4 Phase four will remove the existing office/school buildings and the single family  
5 home located on the northeast portion of the site and construct education  
6 buildings, parking and sports facilities.

7  
8 Phase five includes the construction of two educational buildings.

9  
10 The site is currently zoned Office with the two parcels to the east zoned R5,  
11 which is residential. The surrounding areas include Community Commercial to  
12 the north, Office Commercial, Residential 10 and R5 and several homes and  
13 some vacant land. To the east and west is zoned R5 and properties to the south  
14 is zoned RS10 with existing single family residences. Access to the site will be  
15 from the existing driveways along Cottonwood and St. Christopher Lane. The  
16 existing easterly driveway on St. Christopher Lane will be extended north. There  
17 will be increased parking in Phase one and the driveways will be modified per  
18 each individual phase.

19  
20 Again I mentioned that phase two improvements will include a raised median  
21 along Perris Boulevard from St. Christopher Lane to Cottonwood and the  
22 improvement is in line with the ultimate design of the major arterial street. The  
23 addition of the median will result in improved levels of service and improve safety  
24 at the intersection. Southbound motorists wishing to turn left onto St. Christopher  
25 Lane will be able to go to Perris Boulevard and Bay Avenue intersection and  
26 make a U-turn, so it will be a right in and right out street. The site will be  
27 developed per the approved Master Site Plan with landscaping and modified  
28 parking per phase and again all buildings will require a separate review and  
29 approval.

30  
31 The site is considered an infill development project, as the site is mostly  
32 developed with existing buildings, parking areas and existing access to both  
33 Cottonwood and St. Christopher Lane. An Initial Study was completed with the  
34 determination that there will be no significant impacts to the environment from the  
35 proposed Tentative Parcel Map and the Master Site Plan. Based on the  
36 information within the Initial Study a Negative Declaration was recommended to  
37 be prepared. Notification was sent to all property owners within 300 feet, posted  
38 on the site and published in the local newspaper and again this was done prior to  
39 the meeting of September 26<sup>th</sup>.

40  
41 With that Staff has provided you some revised conditions of approval. Planning  
42 Condition P10 has been modified to read Church services and assembly  
43 meetings may be held in only one building at a time to ensure adequate parking  
44 and a new condition of approval will be added stating there shall be a minimum  
45 of 361 parking stalls on the site at all times and at phase four the parking number  
46 shall increase to 395. I've received quite a few comments from the surrounding

1 public relating to parking both on site as well as offsite, the drainage to the site  
2 on St. Christopher Lane, the block wall on the east property line, the traffic  
3 concerns, environmental concerns and with that concern the applicant has  
4 initiated a phase one environmental assessment that they are currently working  
5 on.

6  
7 **CHAIR VAN NATTA** – Okay Commissioners do you have any questions of  
8 Staff?

9  
10 **COMMISSIONER SIMS** – (microphone is not working – inaudible)

11  
12 **ASSOCIATE PLANNER DESCOTEAUX** – I will let Michael Lloyd discuss the  
13 Traffic Study because yes there was one done. Regarding the parking, the  
14 church itself as it is today, for all intents and purposes is legal non-conforming in  
15 the parking area. The original church or the church facility that is there now; the  
16 second church if you will was constructed in 1984 and with the conditions of  
17 approval for that project 209 parking stalls were required. In approximately 1991  
18 there was an addition done to the church building of a little over 2300 square  
19 feet. We don't have the records for that project to determine what they might  
20 have calculated the parking at, so the parking standards that we have today are  
21 different than what they were back then, so it is legal non-conforming in the  
22 sense that we can't go back and use today's parking standards on an existing  
23 building. So for the 2300 square feet that was added in 91 it is not fixed seating  
24 in that area, so we did use our current parking analysis or requirements and took  
25 that square footage and divided it by 35, which gives you 68 more parking  
26 spaces, which is still less than what they have currently on site today. Does that  
27 help and I'll let Michael discuss the Traffic Study.

28  
29 **TRANSPORTATION DIVISION ENGINEER LLOYD** – Good evening Chair and  
30 Commissioners. My name is Michael Lloyd with Transportation Engineering.  
31 Where there any specific questions or concerns you wanted me to address or  
32 just provide a general overview?

33  
34 **COMMISSIONER SIMS** – I'd like a general overview to understand how...  
35 (Microphone cuts out – inaudible)

36  
37 **TRANSPORTATION DIVISION ENGINEER LLOYD** – Okay Traffic Engineering  
38 performed the study, went out and counted vehicles entering and exiting the  
39 church on a Sunday afternoon I believe in September of 2012, developed a trip  
40 projection rates based upon the proposed expansions and then evaluated current  
41 conditions as they are today as they are out on the street versus what the future  
42 conditions would be with the expansion. Current conditions in the Traffic Study  
43 identify the level of service at Perris and Cottonwood to be I believe at a level of  
44 service C, which is an acceptable level of service.

1 The Traffic Study also found existing conditions at Perris Boulevard and St.  
 2 Christopher to be a level of service F, which is unacceptable, which I think is the  
 3 existing current condition. With the addition of the projected or proposed traffic  
 4 the level of service at Perris and Cottonwood would remain at a level of service C  
 5 and because level of service F is as low as it gets unfortunately on our scale,  
 6 there was no change obviously at Perris and St. Christopher with the additional  
 7 traffic, so we assessed; Staff assessed what would be a possible resolution at  
 8 the Perris and St. Christopher intersection to make things better. We've looked  
 9 at the possibility of a traffic signal. Unfortunately the street is only 500 feet south  
 10 of Cottonwood. We typically want signal space at the quarter mile, which is  
 11 approximately 1300 feet, so 500 feet would not provide adequate stacking  
 12 distance back to back for left turns wanting to turn left in the northbound direction  
 13 of Cottonwood compared with the southbound left turn movement onto St.  
 14 Christopher. There wouldn't be enough stacking space to allow for left turn  
 15 vehicles to maneuver out of the thru movements along Perris Boulevard, so  
 16 potentially if we did allow that left turn onto St. Christopher, left turning vehicles  
 17 would back up into the thru lanes and block traffic, so that is a condition that we  
 18 don't want obviously. So the thought was well would just extend the raised  
 19 median that is part of this project across the intersection of Perris and St.  
 20 Christopher and force the intersection to operate as a right in and right out  
 21 intersection. Those would be the allowed movements. So that was the thought  
 22 process and the findings of the Traffic Study.

23  
 24 **COMMISSIONER SIMS** – (Microphone is not working – inaudible)

25  
 26 **ASSOCIATE PLANNER DESCOTEAUX** – The onsite parking is currently 361  
 27 spaces and the requirement will be 361. I guess I'm not understanding your  
 28 question.

29  
 30 **COMMISSIONER SIMS** – To use the term would ...

31  
 32 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** –  
 33 Existing, non-conforming

34  
 35 **ASSOCIATE PLANNER DESCOTEAUX** – Existing, non-conforming

36  
 37 **COMMISSIONER SIMS** – So what would...? (Microphone cuts out – inaudible)

38  
 39 **ASSOCIATE PLANNER DESCOTEAUX** – Well the parking until phase five will  
 40 still be 361 spaces. It wouldn't increase until Phase... actually phase 4, so the  
 41 parking won't change.

42  
 43 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – It  
 44 would remain non-conforming based on and Julia correct me if I am incorrect, but  
 45 this application would not increase the capacity of the church. We typically  
 46 calculate parking on the largest assembly area and that would be sanctuary. The

Attachment: PC Minutes 10-24-13 (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013,

1 sanctuary is not increasing in size and further there has been an additional  
 2 condition of approval which limits that building, so they can only use that building  
 3 at one time, so there is no increase in capacity. There are other activities that  
 4 are going to occur on site, but those would occur in what we would call non-peak  
 5 hours.

6  
 7 **COMMISSIONER SIMS** – (Microphone is not working – inaudible)

8  
 9 **TRANSPORTATION DIVISION ENGINEER LLOYD** – As I mentioned the Traffic  
 10 Study identified a level of service F which is unacceptable at Perris and St.  
 11 Christopher. That's an existing today condition.

12  
 13 **COMMISSIONER SIMS** – I guess just... (Microphone cuts out – inaudible)

14  
 15 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yeah I  
 16 think the traffic issue is related to people getting in and out of a particular  
 17 intersection at St. Christopher and Perris, so I'd ask Michael Lloyd if the condition  
 18 to add the median would change that condition for the better.

19  
 20 **TRANSPORTATION DIVISION ENGINEER LLOYD** – The answer is yes. Once  
 21 the raised median is put in place the level of service would be improved because  
 22 it removes the left turn movements which cause conflicts within intersection and  
 23 so people would only have the opportunity to make a right turn out of the  
 24 driveway. Currently what is pushing the intersection to the poor or level of  
 25 service F is the left turns out from St. Christopher Lane onto Perris Boulevard, so  
 26 by removing that movement and forcing people to turn right, therefore the level of  
 27 service becomes acceptable.

28  
 29 **COMMISSIONER SIMS** – I have one more. What happens with the overflow  
 30 parking if it is illegal but conforming status right now? So when you say 394  
 31 spaces now and I have no idea what the real number should be today if it was in  
 32 current code to be legal conforming. What would that... you know so let's say it  
 33 is 20 extra cars. Where do those extra cars go? Do they go and trespass onto  
 34 private property or where do they go?

35  
 36 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** –  
 37 Obviously there are speakers tonight that have firsthand knowledge of that but  
 38 my understanding is the additional parking occurs on the street; on the public  
 39 street, so those are in addition to parking spaces in the parking lot. There has  
 40 also been what I'd call temporary parking installed on sight by the Church and  
 41 that would be removed and there would be new permanent parking, so the  
 42 overflow that can't be accommodated on the site currently and would flow onto  
 43 the public street; basically on-street parking.

44  
 45 **CHAIR VAN NATTA** – But the additional parking isn't going to be added until  
 46 phase four?

1 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yes  
2 there won't be more spaces than there are today until phase four

3  
4 **CHAIR VAN NATTA** – So the issue with the street parking and parking in the  
5 vacant lot across the street and all that stuff, that is not going to be addressed  
6 with this until we get to phase four.

7  
8 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** –  
9 Correct. To the extent there is overflow and why that exists, it may be because  
10 of people staying on site after they go to service or other reasons that is not  
11 being addressed by...

12  
13 **CHAIR VAN NATTA** – And basically we're removing the traffic jam that is at  
14 Perris and St. Christopher and we're splitting it into up into U-turns on Bay and  
15 Cottonwood.

16  
17 **ASSOCIATE PLANNER DESCOTEAUX** – Correct

18  
19 **TRANSPORTATION DIVISION ENGINEER LLOYD** – That's correct

20  
21 **CHAIR VAN NATTA** – And that's considered to be an improvement?

22  
23 **TRANSPORTATION DIVISION ENGINEER LLOYD** – Yes because we're  
24 removing left turns at an uncontrolled intersection to two signalized intersections  
25 which accommodate U-turns which would be a controlled and protected  
26 movement versus the current condition where the left turn from St. Christopher  
27 onto Perris is uncontrolled.

28  
29 **CHAIR VAN NATTA** – Now you mentioned the original Traffic Study which was a  
30 little over year ago and you said that the traffic count was done on a Sunday  
31 afternoon. Would that not be the typical time when they are having the most  
32 people going in and out of that location.

33  
34 **TRANSPORTATION DIVISION ENGINEER LLOYD** – The counts were  
35 conducted I believe and I can check the Traffic Study, but if I recall correctly, the  
36 traffic counts were conducted between 12 noon and 2 pm.

37  
38 **CHAIR VAN NATTA** – Between 12 and 2, so that doesn't account for all the  
39 people who go in and out of there in the morning prior to noon which is probably  
40 the busiest time.

41  
42 **TRANSPORTATION DIVISION ENGINEER LLOYD** – Based on the information  
43 from the Traffic Engineer based on their observations, this was the peak period  
44 to count.

45  
46 **CHAIR VAN NATTA** – They felt that was the peak period from 12 to 2?

1 **TRANSPORTATION DIVISION ENGINEER LLOYD** – Yes

2  
3 **CHAIR VAN NATTA** – I guess I don't know. I don't go to that church but I just  
4 know what I see when I drive by there. That is why I had that question. The  
5 other issue with the traffic there was anything in the study; did it address any of  
6 the pedestrian traffic coming across from the temporary parking across the  
7 street.

8  
9 **TRANSPORTATION DIVISION ENGINEER LLOYD** – No the Traffic Study that  
10 was prepared strictly addressed capacity for the vehicular type traffic. It did not  
11 address any type of pedestrian movements across Cottonwood Avenue.

12  
13 **CHAIR VAN NATTA** – Was there any consideration to putting in an additional  
14 cross-walk somewhere or additional marking on the cross walk or something?

15  
16 **TRANSPORTATION DIVISION ENGINEER LLOYD** – Not with this application.  
17 We typically don't want mid-block cross walks that are uncontrolled, so a possible  
18 solution that I discussed with the City Traffic Engineer is to put up some signing  
19 along Cottonwood that clearly indicates that it is illegal to cross the street except  
20 at the cross walk and that obviously with the signs in place, it becomes  
21 enforceable.

22  
23 **COMMISSIONER LOWELL** – Yeah I have a couple of questions also.  
24 Piggybacking on to what Jeffrey said, in the ultimate build out condition when all  
25 the parking is assigned and allocated will that alleviate any offsite parking or will  
26 there still be overflow parking in the neighboring dirt lot and the neighboring  
27 community.

28  
29 **ASSOCIATE PLANNER DESCOTEAUX** – Well I can't say for sure what it will do  
30 but as long as there is parking allowed on Cottonwood... currently there is no  
31 parking allowed on St. Christopher Lane and I know a couple of the speakers will  
32 probably speak to that. It is my understanding that on Saturday and Sunday or  
33 maybe just Sunday there is no parking on the south side or it is only permit  
34 parking, so they have done some measures to help the residents along that  
35 street for the parking on Sunday, however unless there is a no parking sign on  
36 Cottonwood, then it would be allowed on Cottonwood.

37  
38 **CHAIR VAN NATTA** – How many parking spots... I'm sorry I didn't mean to ...

39  
40 **COMMISSIONER LOWELL** – No problem, go ahead that was actually going to  
41 be my question.

42  
43 **CHAIR VAN NATTA** – How many spots total will there be at build out?

44  
45 **ASSOCIATE PLANNER DESCOTEAUX** – 395

46

1 **COMMISSIONER LOWELL** – So we went from 361 to 395, so we have an extra  
2 34 spots and if you drive by this location on any given Sunday there are lot more  
3 than that parking everywhere and from the letters we received, emails, citizen  
4 complaints and comments, that doesn't seem adequate. Is there any way of  
5 requiring any more parking by either narrowing the parking spaces from 10 feet  
6 to 9 feet or angling the parking to try to get more parking in there just by adjusting  
7 painting? Is there anything we can do to help the neighboring community out?  
8

9 **INTERIM PLANNING OFFICIAL ORMSBY** – Yeah, unfortunately I think the  
10 spaces are designed right now at a minimum, so I don't believe really there is an  
11 opportunity to do that.  
12

13 **COMMISSIONER LOWELL** – I had a couple of other questions. One of my  
14 comments was going to be suggesting no parking on St. Christopher, but as you  
15 said that is already the situation. Another couple of letters we had was involving  
16 offsite run-off from the project; drainage. I see in the grading plans and in the  
17 plot plans that there is a proposed basin. It looks like a dual use between a  
18 soccer field or something. I also noticed that the overflow emergency outlet is  
19 draining easterly in the southeast corner of the property. Where does that  
20 ultimately connect? Does it connect to any kind of improved facility or is it just  
21 surface run-off?  
22

23 **ASSOCIATE PLANNER DESCOTEAUX** – I'll refer to Clement Jimenez, the  
24 Senior Engineer.  
25

26 **LAND DEVELOPMENT ENGINEER JIMENEZ** – Good evening. The basin is  
27 designed to retain all of the onsite run-off. It is a retention basin. There is an  
28 emergency spillway which would accommodate flows that would be encountered  
29 on a storm event that is greater than a 100 year storm. All the facilities and per  
30 engineering practice, facilities are designed based on a 100 year storm. The  
31 retention basin was designed for that plus there is a one foot of free board and  
32 on top of that there is one and a half foot to the top of the basin, so the  
33 emergency spillway that is shown there is there in a freak storm that would be  
34 and I don't want to quantify a particular storm, but it would be definitely greater  
35 than a 100 year; well above a 100 year storm and that spillway was put at that  
36 location because traditionally historical flows do flow to the southeast.  
37

38 **COMMISSIONER LOWELL** – The basin; which 100 year storm is it applied for?  
39 The two year, the 100 year; the two hour; ten hour; 6 hour; 24 hour...  
40

41 **LAND DEVELOPMENT ENGINEER JIMENEZ** – It is the 100 year, 24 hour  
42 storm.  
43

44 **COMMISSIONER LOWELL** – It's all flow, not just mitigating increase in flow  
45



1 **LAND DEVELOPMENT ENGINEER JIMENEZ** – That's correct. It's a retention  
2 basin, so nothing is supposed to go out, it is all supposed to infiltrate.

3  
4 **COMMISSIONER LOWELL** – Does is also address water quality issues in the  
5 basin also?  
6

7 **LAND DEVELOPMENT ENGINEER JIMENEZ** – Yes it does  
8

9 **COMMISSIONER LOWELL** – Perfect and with St. Christopher's, is that going to  
10 take any... which was does St. Christopher drain? Does it drain towards the  
11 basin or away from the basin?  
12

13 **LAND DEVELOPMENT ENGINEER JIMENEZ** – It drains towards the basin.  
14 Actually it is going to improve the situation; the flood situation that occurs there.  
15 Right now at the end of St. Christopher it dead ends and the great differential  
16 between existing pavement and the adjacent grade is such that the adjacent  
17 grade is much higher; about one or two feet higher than the street grade. When  
18 they grade that area and the basin they are going to propose a catch basin at the  
19 end of the cul-de-sac which will pick up all of the flow in the street and all of that  
20 will go into the basin as well.  
21

22 **COMMISSIONER LOWELL** – And the basin... I have a couple more questions of  
23 the basin. Is it an infiltration basin, does it have any outlet at all?  
24

25 **LAND DEVELOPMENT ENGINEER JIMENEZ** – It does not have an outlet  
26 because it is a retention basin, so it is designed to infiltrate.  
27

28 **COMMISSIONER LOWELL** – And it will draw down within the 72 hour  
29 requirement?  
30

31 **LAND DEVELOPMENT ENGINEER JIMENEZ** – Within 48 hours  
32

33 **COMMISSIONER LOWELL** – 48 hours, so it won't be a vector issue?  
34

35 **LAND DEVELOPMENT ENGINEER JIMENEZ** – No  
36

37 **COMMISSIONER LOWELL** – Perfect. That is pretty much all the questions I  
38 had. Thank you.  
39

40 **CHAIR VAN NATTA** – Would you like to start on your list of questions now?  
41

42 **VICE CHAIR GIBA** – The package we got was for a couple of mitigations that  
43 you guys are working on, so I have been working off of last month's notes as  
44 well. I had just a couple of quick questions. My colleagues have asked a lot of  
45 them and that's why I kind of just defer to them to do that. You said there is...  
46 you know we had several letters from residents from St. Christopher Lane. That

1 concerns me as well. Large churches and bless them, they have wonderful  
 2 attendance but larger churches also attract a lot of people who not always do the  
 3 right things. Some of the letters we got were not always pleasant about what  
 4 took place or what takes place, so I'm hoping there is some other way that you  
 5 make sure that the residents or the attendants for the church realize that you  
 6 don't park on St. Christopher's during those time frames because this seems to  
 7 be a big issue for them, so I'm hoping there is not just a sign somewhere but  
 8 there is enforcement taking place in that area. John were you going to respond  
 9 to that?

10  
 11 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yes  
 12 I've been at a neighborhood meeting. The Traffic Enforcement Division is aware  
 13 of the situation there and Transportation Engineering did work to create a permit  
 14 parking area there so with enforcement and I believe one or many of the  
 15 residents on St. Christopher's do know how to contact Traffic Enforcement so  
 16 that they can in fact ticket people who do not have permits when they are  
 17 required, so that may not be 100 percent effective but it is dealing with the  
 18 existing condition and to some extent if it is less convenient to use St.  
 19 Christopher's as an entrance and exit when you go to church, in the future when  
 20 the median is constructed, then hopefully that will further reduce the issues on  
 21 that street, but it is an existing condition and there have been meetings with City  
 22 Staff as well as the Councilmember for that District in order to try to resolve that.

23  
 24 **VICE CHAIR GIBA** – And I noticed that you were going to... the U-turn it was  
 25 also mentioned about the U-turn at Cottonwood. That is not a good way to solve  
 26 the problem as a serious of U-turns. I live up in the Hidden Springs area, so we  
 27 have a wonderful church up in that area and on Sunday it is just... and of course  
 28 two High Schools, so the traffic impact over there and Michael you know what I'm  
 29 talking about it is just really atrocious at certain times of the day and no matter  
 30 how many times the residents complain or try to do something about it, nothing  
 31 really does seem to change a whole lot, so I'm really concerned for the residents  
 32 who live right across from that church. These things are maintained and I'm  
 33 hoping that church members themselves will take a concerted effort amongst  
 34 themselves to make sure that they make a good example for the people in that  
 35 area. That was a big concern and the fact that you made it a right turn; I believe  
 36 right turn now out of St. Christopher's rather... so is there any reason why it can't  
 37 just be a one way in and one way out for that way. Is that is what it is set to do?  
 38 One way in off of Cottonwood and one way out?

39  
 40 **TRANSPORTATION DIVISION ENGINEER LLOYD** – It would be a right turn if  
 41 you are heading north on Perris Boulevard, you'd be allowed to make a right turn  
 42 onto...

43  
 44 **VICE CHAIR GIBA** – St. Christopher's and come into the parking from St.  
 45 Christopher's off of Perris. Is there any reason why you couldn't restrict that to  
 46 not coming in from into St. Christopher's from Perris and only make entrance

1 from Cottonwood like I said one way in and one way out? That would also  
 2 restrict any movement in that area for the residents that area and also give them  
 3 a little element of security saying well if they are not coming in here, there is no  
 4 chance they are going to be parking, they have to be only exit out of St.  
 5 Christopher's, they cannot enter through St. Christopher's. Is there any  
 6 possibility that could be considered?  
 7

8 **TRANSPORTATION DIVISION ENGINEER LLOYD** – It could be considered.  
 9 I'm not sure just having this discussion off the top of my head how we could  
 10 actually design something that would restrict right turns onto St. Christopher.  
 11 Nothing comes to mind immediately.  
 12

13 **VICE CHAIR GIBA** – Like on my street from 7:30 to 2:30 on Tuesdays because  
 14 the street sweeper is coming. Why couldn't there be some restriction as to  
 15 entering and exiting at that end during certain times of the day, you know  
 16 especially during high traffic times for church services. John you were going to  
 17 say something...  
 18

19 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Well  
 20 as I mentioned, the parking issue is... so there is less reason to drive in there  
 21 because of the parking issue. I'll defer to Michael but if the people going to  
 22 church can't make a right turn during certain hours, neither can anybody else  
 23 including the residents who live on St. Christopher Lane, so whatever restriction  
 24 is put into place is both for lack of a better word, a blessing and burden on the  
 25 people that live there as well as people visiting the church.  
 26

27 **VICE CHAIR GIBA** – I just threw that out there. I was reading through your  
 28 phases. You have phase one, two, three, four and five on this project and I was  
 29 hunting through here where I read that so somebody please catch me and  
 30 correct me because I thought the project begins at phase one on a specific date  
 31 and time when they begin the clock, but there is no time limit as to when phase  
 32 two starts or phase three starts or phase four starts or phase five starts, so Ms.  
 33 Meli's comment about the parking in phase four, that could be one year down the  
 34 line or that could be ten years down the line. Am I correct on that?  
 35

36 **ASSOCIATE PLANNER DESCOTEAUX** – Yes you are correct.  
 37

38 **VICE CHAIR GIBA** – So the projected parking problems ten years from now  
 39 would be very different from the projected parking from one year down the line.  
 40 Am I correct on that?  
 41

42 **ASSOCIATE PLANNER DESCOTEAUX** – Projected; yes  
 43

44 **VICE CHAIR GIBA** – Because we don't have anything that tells us you have to  
 45 complete phase one in this time frame, phase two in this time line or phase three  
 46 or any of the other phases, so what I'm suggesting here and then you are

1 probably going to hear me pop this up a few times and I'm hoping I'm peaking  
 2 the interest of my fellow Commissioners is that as you begin each one of these  
 3 phases, you could drag this thing out for 20 years and that 20 years could be  
 4 very different in Moreno Valley then it was a year from now or two years from  
 5 years now, because we don't have any way to control the time line on those  
 6 phases. Am I correct on that?

7  
 8 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yes  
 9 you are correct. Under current City Code, when somebody gets a project  
 10 approved they have three years to start the project, so that in this case be phase  
 11 one and once you build one phase of a project there are not time limits on  
 12 additional phases. So that is the current City Code. Let's say in three years they  
 13 haven't done phase one. They have the opportunity to apply for extension of  
 14 time and it would be reviewed again at that time, so that is current City Code, but  
 15 I did want to point out again the request by the church is not to increase the  
 16 capacity of the church from what it is today, so what they are doing based on the  
 17 way it is conditioned; the way it is shown, it is not to increase the capacity of the  
 18 church and therefore it is not intended to increase the parking demand at the  
 19 church. That is an enforcement issue, I understand, but they are not asking for  
 20 and increase, because if they were asking for an increase, that increased parking  
 21 would need to be created at such time as they increase the capacity.

22  
 23 **CHAIR VAN NATTA** – Now that's stretching... my understanding of it a little bit;  
 24 it's like okay you have a church, you have a certain number of people there. You  
 25 are already overburdened with parking. There is no place for people to park. We  
 26 have no immediate plans to solve that problem other than to try to keep them off  
 27 of the one street where they are really severely impacting the residents and at  
 28 the same time you are saying well they're not asking to increase the number of  
 29 people that are going to their church. It's like what are they going to do, turn  
 30 away new parishioners who show up and say we're sorry you can't go here, you  
 31 have to go to a different church. That's not going to happen. As the City grows  
 32 and more people move in and people of that faith, if that is the church their  
 33 friends are going to and that's the closest one for them, that is where they are  
 34 going to go and then you are going to have more problems and more issues and  
 35 how are you going to enforce the whole idea that you can only use one building  
 36 at a time. How is that ever going to be enforced? If the facilities are there, as the  
 37 church grows, they are going to get used and not necessarily one building at a  
 38 time.

39  
 40 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Well  
 41 since it is a Conditional Use Permit, if there is a violation and it is documented,  
 42 there would have to be a complaint and we would have to document that it is in  
 43 fact in violation, they would be back here in front of you to explain why they are in  
 44 violation and how they are going to correct that. I know that is extreme, but that  
 45 is the enforcement. The ultimate enforcement is that their Conditional Use  
 46 Permit could be subject to revocation which is a big deal. We have lots of

1 churches that become popular here in the City and typically when people want to  
 2 increase their capacity, what we suggest and condition for those that are coming  
 3 in for an approval is you need to have more services. If you have a capacity of x  
 4 and you go x plus, then you need to add additional services so you can split up  
 5 the popularity among more services and that is typically what happens.

6  
 7 **CHAIR VAN NATTA** – I realize that’s the way a lot of the churches handle it  
 8 when they are at or above capacity, they split it up and have different meeting  
 9 times, but there always times when the entire congregation wants to get together  
 10 at one time for an event where everybody is there and then you are still going to  
 11 have the problem. I’m not saying oh yeah we can go back and slap their hands if  
 12 they do it wrong, but why are we setting it up for failure already. It is already over  
 13 capacity as far as the parking goes. Can we not condition to where some of this  
 14 additional parking that is going to be added be added along with the phases  
 15 instead of waiting until phase four to add additional parking and going from 361  
 16 to 395 or whatever it was, that hardly seems like any increase at all and it doesn’t  
 17 sound to me from what I’ve seen of the location and of these plans here to be  
 18 anywhere close to the amount of parking that they are using, which brings me to  
 19 the question about that vacant lot that is across the street that they are using for  
 20 parking. Is that owned by the church? Are they leasing it from someone? They  
 21 just haven’t got permission to use it?

22  
 23 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – I don’t  
 24 know the answer. The church could answer this. There is no legal allowance to  
 25 use that lot because it is not tied to this property, so any arrangement to park in  
 26 there would be an informal arrangement between the church and that property  
 27 owner if there is one, so we can’t count that parking to meet the church’s  
 28 obligations.

29  
 30 **VICE CHAIR GIBA** – Things are already extended in their own parking. They  
 31 are using off-site parking that that the City has no control over it for all intents  
 32 and purposes, they are just using it and they are already using all the parking  
 33 they have onsite and by phase four, which could take place ten years from now,  
 34 they are only going to increase by 35 or 34 parking stalls. You know I’m  
 35 concerned and I understand. Don’t misunderstand me. I attend a very large  
 36 church in Riverside that is over 15 or 17,000 people that attend that church and  
 37 they have extended from the time I was going there all the way back to the  
 38 airport and now off to the offsite and everything else and they’ve even put a stop  
 39 light right in there to the entrance, so churches have to make accommodations  
 40 for that. This is not a church issue. I just want the people to understand this is  
 41 not a church issue, this is a building issue. This is a land use issue; a parking  
 42 issue and that the people; you have to be good neighbors around them, so there  
 43 has to be some other mitigating circumstances to take care of this and I agree  
 44 with what Ms. Meli said. Yes Jeff, I’m sorry...

45  
 46 **COMMISSIONER SIMS** – No, go ahead

1 **VICE CHAIR GIBA** – And there is a ton of stuff that I have yet to discuss but we'll  
 2 bring that up as we go and I think Commissioner Brian brought that up too, there  
 3 has to be some other answer to these problems, especially when I read through  
 4 that, I went through these phases and said this is going to go on forever and ever  
 5 and the poor people around them are going to get stuck with this problem for the  
 6 next 10, 15 or 20 years. No offence John, but you are probably not going to be  
 7 here 10 years from now unless you intend to retire here at 80 or 90.

8  
 9 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – I'm  
 10 not offended by that.

11  
 12 **COMMISSIONER LOWELL** – 80 or 90 in ten years...

13  
 14 **VICE CHAIR GIBA** – No, no, John and I have been around together for a long  
 15 time and you know this same Commission may not be here and this same  
 16 Council may not be here, so things are going to change over time, so we want to  
 17 make sure that the people that do tend to retire in their homes in that area are  
 18 protected through the time frame that they are there. That is my concern is for  
 19 them who purchased their houses 10 or 20 years ago. I've been living in my  
 20 house 24 years and still have the same comfort level that they had when  
 21 purchased the house and that is what my concern is.

22  
 23 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – The  
 24 conditions of approval will stay in place after all of us are gone and Julia did point  
 25 out to me that the current set of conditions of approval that is from 1984; those  
 26 don't have a limit on what buildings can be used. This project as proposed does  
 27 limit the use to that one, so it is in writing. If it is approved, it will be agreed to by  
 28 the church that that is the rules they are living under. The current rules don't  
 29 have that limitation, so there is potential progress, but I think at the end of the  
 30 day as the Chair said it is based on managing how many people come at one  
 31 time and I'm sure there will be times when and everywhere has a special event,  
 32 so let's go open house at a school as an example having lived near a school for  
 33 many years, they park everywhere and that is... but what we are trying to do is  
 34 every Sunday is having less of a problem there is today or hopefully resolving  
 35 that issue through other resources; the ones that I mentioned; permit parking.  
 36 Moreno Valley College had an issue with over flow parking into a neighborhood  
 37 and that was the way they worked to resolve that issue was to have permit  
 38 parking that the residents in that adjacent neighborhood weren't overwhelmed by  
 39 over flow parking from the College, so that is something that has been used  
 40 elsewhere in town and I know it is not perfect, but it is meant to take care of what  
 41 is really an existing problem. It is not a new problem created by this proposal.

42  
 43 **VICE CHAIR GIBA** – Well I'm hoping that the church can respond to some of  
 44 these questions. If they've taken measures to acquire that property as their  
 45 actual parking locations or something. Other churches I know take those

1 measures to alleviate the problems in the community for that. I'm sorry Jeff, go  
2 ahead.

3  
4 **COMMISSIONER SIMS** – Yeah this has nothing to do with the church or  
5 anything. I think there is an obligation when we have residents right next to a  
6 facility that has had growth, which is good and so I work for agency... I wanted to  
7 make a couple of points. We have; the agency I work for, we have special  
8 events once in a while. When we built our building and we are a public agency,  
9 we have prescribed amount of parking for the normal course of business and if it  
10 is adequate or not our building was built when it was built, but if we've exceeded  
11 that, but we have to get a permit for a special event like we have a garden or  
12 plant sale or something like at our district, then the over flow parking is  
13 significantly more than what our parking will handle. We have to go to make  
14 arrangements.

15  
16 Fortunately where we're at there is a shopping center across the way. We go do  
17 a temporary arrangement with the landlord of the shopping center and then we  
18 make arrangements to have shuttle buses and crossing guards to get people  
19 from the parking lot for that specific special event. What we have here is not  
20 special events. I have been there for a funeral where there was probably 1500  
21 people there. I don't know... there were people outside and there were TV  
22 people and it was a big deal, but what is happening here is not special. This  
23 happens every Sunday and it happens all the time and so it is kind of a  
24 conflicting; it is an exacerbation of an existing problem by approving  
25 improvements on this where it is going to attract more and more parishioners to  
26 come as a customer to this facility.

27  
28 You know, in my world we condition projects and typically there is discretion in  
29 the establishment of the phases and the improvements that go within each of the  
30 phases. It looks like in phase one and I suppose there was a coordination or a  
31 negotiation or what not between Staff and the proponents on what will be  
32 included in phase one, but you know usually the phases is how much money do  
33 you have; can we afford. Well just me as a single Commissioner I would say that  
34 as a good neighbor providing a service to the community, you would first want to  
35 set up the boundary conditions around your property and use all your money  
36 instead of anything on the interior of your facility to mitigate any of your impacts  
37 to the neighbors, so instead of spending money for incense on phase one, a new  
38 multi-purpose building or renovating an existing single family residence, build the  
39 wall on the east side; build the retention basin, fix the street. Do whatever the  
40 stuff is on the boundaries and get that mitigated so that you are a good neighbor  
41 and then start working in because if there is a limited amount of dollars,  
42 otherwise you'd just do this all in one; there would be just one fell swoop and it  
43 would get knocked out. But you know that is my two cents.

44  
45 **VICE CHAIR GIBA** – I agree  
46

1 **COMMISSIONER LOWELL** – And me too. I had a couple of questions for  
 2 Michael. On Cottonwood, it says there are going to be some improvements on  
 3 the southern side; the sidewalk, driveways and what not. Is there any way of  
 4 getting the church to improve the opposite; the opposing frontage so the  
 5 westbound traffic would have more than one lane? That would mitigate a lot of  
 6 traffic coming out through St. Christopher if Cottonwood was a little bit more  
 7 efficient.

8  
 9 **TRANSPORTATION DIVISION ENGINEER LLOYD** – To answer your question  
 10 the Traffic Study did not indicate a need for that and so I was in a position and I  
 11 understand exactly what you are saying and don't disagree, however I had to  
 12 depend on what the Traffic Study was saying from a numbers standpoint and the  
 13 numbers didn't bear it out where I felt comfortable requiring the church to do  
 14 improvements on the opposite side of the street.

15  
 16 **COMMISSIONER LOWELL** – Is there any way that the City would be willing to  
 17 do that. I mean it is a pretty busy street on pretty much most days. It is a one  
 18 lane road going westbound which kind of bottlenecks right in front of the church.

19  
 20 **TRANSPORTATION DIVISION ENGINEER LLOYD** – There was a recent  
 21 Capital Improvement Project and put in the second westbound lane across the  
 22 vacant lot frontage, so the most closest to the intersection, so it is possible for the  
 23 City to do that. It would be just a matter of identifying funding for it and including  
 24 it as a part of the CIP that we go through each year. So it has been done to a  
 25 certain extent and it is certain could be done in the future.

26  
 27 **COMMISSIONER LOWELL** – I have one more question possibly for John or  
 28 Julia. If you had to approve the vacant lot to turn into St. Christopher's Church,  
 29 what would the parking requirements be? Would it comparable to 391 lots or  
 30 parking stalls? Would it be 400 or 500? Do we have idea...?

31  
 32 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – So  
 33 you're saying if it was built today?

34  
 35 **COMMISSIONER LOWELL** – If it was built today, what should the parking be?

36  
 37 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yeah  
 38 we would just divide the sanctuary by 35.

39  
 40 **ASSOCIATE PLANNER DESCOTEAUX** – By 35... It would still be the same  
 41 except there is fixed seating, there is another formula for that and the applicant  
 42 actually has the information. He might be able to tell you exactly what that  
 43 number is but is division based on linear feet of the pews.

44  
 45 **COMMISSIONER LOWELL** – Comparable to what is there now  
 46



1 **CHAIR VAN NATTA** – But you are talking about just using the square footage in  
 2 the sanctuary; not the sanctuary and the multi-purpose room and the other  
 3 meeting room and the other areas that are going to be built and so forth?  
 4

5 **ASSOCIATE PLANNER DESCOTEAUX** – That’s correct but...  
 6

7 **COMMISSIONER LOWELL** – Back to the Conditional Use Permit limiting usage  
 8

9 **ASSOCIATE PLANNER DESCOTEAUX** – Right  
 10

11 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Right  
 12 and it still would be limited and this is true of any church really that has been  
 13 approved in the last 15 years since I’ve been here. It is the parking and by code  
 14 is based on the largest assembly area and I can’t recall a church that hasn’t had  
 15 that same requirement that you can only use one building at a time.  
 16

17 **CHAIR VAN NATTA** – I think every church that I’ve ever gone to, it’s like yes  
 18 have the main meeting room and while you are doing that you have Sunday  
 19 school classes in another building or you have child care over in another area or  
 20 you have a separate class or something going on somewhere else. I don’t think  
 21 I’ve ever attended a church where only one building on the facility is being used  
 22 at any one time.  
 23

24 **COMMISSIONER LOWELL** – Isn’t that the intent of the permit that Sunday  
 25 school classes are not in a different building or daycare. You couldn’t provide  
 26 those services any more during mass.  
 27

28 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yes,  
 29 the idea is that... and I went to church elsewhere where we had Sunday school  
 30 and then we went to church with the adults, but so we weren’t using two separate  
 31 places at the same time, but yes it is assumes that when the main service occurs  
 32 that everybody is in the same place.  
 33

34 **COMMISSIONER LOWELL** – That just seems very impractical considering what  
 35 Commissioner Van Natta just said that they do offer daycare services and  
 36 Sunday school services for children and they don’t go to the main mass in the  
 37 assembly building. It is counterintuitive to limit the services.  
 38

39 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Well  
 40 and it is not to be facetious but people that aren’t in daycare aren’t driving, so...  
 41

42 **COMMISSIONER LOWELL** – My kid does  
 43

44 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Okay  
 45 that’s that. Let me know where you go and I will stay off the roads that day.  
 46

1 **CHAIR VAN NATTA** – You know a lot of people are...

2  
3 **ASSOCIATE PLANNER DESCOTEAUX** – The applicant may have some  
4 additional information on that because their process is a little different where at  
5 some other churches the children do leave and go to Sunday school but they  
6 come back to church, so whether that is true in this facility, but they wouldn't be  
7 needing additional parking because..

8  
9 **CHAIR VAN NATTA** – It seems to me we're looking at this as though this is a  
10 static church and it is going to stay its size and it's never going to get bigger and  
11 they're not going to have any more cars and 35 more spaces is going to be  
12 enough, when already it isn't.

13  
14 **COMMISSIONER SIMS** – Yeah on thing that kind of caught my ears is when you  
15 were explaining when the question was asked what would the parking be today  
16 and the answer is well we'd have the same. We need to rethink that then and I  
17 would ask Staff to go back and think about looking at our Ordinance or whatever  
18 the parking requirement is because that is just perpetuating a problem. We  
19 either need to have a linkage because there are... I drive by there quite often on  
20 a Sunday sometimes and there is just a lot of... it's great, it's great that people  
21 are going on Sunday to church but they don't have a parking spot so they are  
22 parking wherever. I would just say that would be something and I'm not being a  
23 problem deliverer and not a problem solver at this particular moment, but it would  
24 just seem to me if that is not a very good answer if in today's code you'd have the  
25 same problem; you'd approve it and have the same problem, that is not a good  
26 answer.

27  
28 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TEREEL** – Yeah I  
29 don't think that was quite the answer that Julia was trying to deliver. The number  
30 of parking spaces would be the same regardless of whether this application gets  
31 approved or it stays the same as it is. That is unrelated to the amount of parking  
32 we would require today because as proposed and that is for you all to feel  
33 comfortable with, they are proposing not to expand the capacity and therefore we  
34 fall back on their existing non-conforming parking. If you should determine that  
35 they can't add any facilities without meeting the current code. That is a whole  
36 different discussion.

37  
38 **COMMISSIONER SIMS** – So does the Fire Marshall goes through; the Fire  
39 Captain go through on a Sunday and it see if there is more people in the  
40 sanctuary than if there are more cars. I'm just being simple here. If there are  
41 more cars than fit the space as originally approved for the sanctuary and that is  
42 where everybody is congregating in the one spot at that time for that service are  
43 they exceeding their fire code because one should fit within the other?  
44

1 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Well  
 2 again we are talking about a parking requirement from 1984 which is not the  
 3 City's current parking requirement.

4  
 5 **CHAIR VAN NATTA** – But you just said it would be the same

6  
 7 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – No,  
 8 sorry, what we said is the number of parking spaces that are there are the same  
 9 with this application as they are today. That is not the parking requirement, that  
 10 is the parking on the ground and I apologize for that confusion.

11  
 12 **COMMISSIONER SIMS** – I was trying to get a comparison

13  
 14 **CHAIR VAN NATTA** – I think the question he was asking was if somebody were  
 15 to build that size of sanctuary right now today at today's code, how many parking  
 16 spaces would we be requiring of them.

17  
 18 **ASSOCIATE PLANNER DESCOTEAUX** – If the assembly use area is 11,300  
 19 square feet and we don't use the fixed seating because again that is a different  
 20 formula, but we divide it by 35, we get 322 parking spaces.

21  
 22 **COMMISSIONER LOWELL** – That's how many would be required if we built the  
 23 sanctuary today?

24  
 25 **ASSOCIATE PLANNER DESCOTEAUX** – That's what be required today if we  
 26 built the assembly area today with non-fixed seating.

27  
 28 **CHAIR VAN NATTA** – How does fixed seating change that?

29  
 30 **ASSOCIATE PLANNER DESCOTEAUX** – There is a different formula. It is 4.5  
 31 linear feet...

32  
 33 **COMMISSIONER LOWELL** – Do we know what the fire capacity of the building  
 34 is? I mean can it handle 321 individuals? Can it handle 600 people?

35  
 36 **FIRE MARSHALL METZ** – Yes, Randy Metz, Fire Marshall. We have not  
 37 received any complaints for overcrowding at this place of worship. It is a  
 38 relatively large sanctuary and I don't have the exact capacity on hand. We'd  
 39 have to pull the inspection file to see what permit has been issued for occupancy  
 40 but from the Fire Marshall's perspective the number of cars does not equate the  
 41 number of people in the sanctuary because you can have one person arriving in  
 42 a car or you can have a family of six arrive in a car.

43  
 44 **COMMISSIONER LOWELL** – Correct, but it is safe to assume if you have 600  
 45 cars there is at least one driver per car, you'd have 600 people as a minimum.

1 **FIRE MARSHALL METZ** – Again we set occupancy based on maximum  
 2 occupant load per building. The Fire Department does not regulate which  
 3 buildings are being utilized if people are in more than one building as you know  
 4 we've talked about being a condition in the new project here, so we would simply  
 5 respond reactively at all of our church sites. If we get a complaint on somebody  
 6 concerned on overcrowding, we would then follow that up with a response to the  
 7 pastor and possibly at that point in time have one of our inspectors show up on a  
 8 Sunday to verify what the observation is on occupant load.

9  
 10 **COMMISSIONER LOWELL** – Is the occupant load based on square footage of  
 11 the building?  
 12

13 **FIRE MARSHALL METZ** – It is based on square footage of accessible locations.  
 14 There is a very comprehensive formula out of the building code that establishes  
 15 how many square feet per person are required in one portion of the building  
 16 versus another. For example in the foyer of a church you have a different square  
 17 footage rate than in actual seating area of the church, whether you have fixed  
 18 seating versus pew seating is a different factor, so there is about 30 different  
 19 square footage formulas that we would apply based on the exact uses of that  
 20 area.  
 21

22 **COMMISSIONER LOWELL** – So if we have a square footage of approximately  
 23 11,000 square feet for the sanctuary would it be safe to say that you had an  
 24 occupancy load of say three or four hundred?  
 25

26 **FIRE MARSHALL METZ** – That is safe to say easily.  
 27

28 **COMMISSIONER LOWELL** – Would maybe five or six hundred be an  
 29 acceptable number?  
 30

31 **FIRE MARSHALL METZ** – It is quite possible. We normally would get for a fixed  
 32 seating they base it on seven square feet per person without any tables so to  
 33 speak, so you've got in an assembly room you've got a hall with tables and  
 34 chairs we'd use a rating factor of 15.  
 35

36 **COMMISSIONER LOWELL** – So at that you say seven square feet per person  
 37 for one scenario and 15 square feet for another scenario.  
 38

39 **FIRE MARSHALL METZ** – Correct  
 40

41 **COMMISSIONER LOWELL** – And if you have an 11,000 square feet building  
 42 just ball parking it, that building has a capacity of about 1,000 individuals.  
 43

44 **FIRE MARSHALL METZ** – That is entirely possible  
 45

1 **COMMISSIONER LOWELL** – And we have parking for 361 cars. I doubt every  
2 single car has at least three people in it, which means the parking situation is  
3 dramatically insufficient for what is need and I think that as a general idea for this  
4 project we need to address the parking concern before we address any new  
5 facilities.

6  
7 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** –  
8 Parking for assembly uses and this is all assembly uses like a movie theater or...

9  
10 **CHAIR VAN NATTA** – I’m sorry, I couldn’t hear you

11  
12 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** - Any  
13 assembly use when we talk about parking, the generally accepted practice is that  
14 there are three people; you know one parking space for every three people and  
15 so on this one particular one; yes, three hundred and some parking spaces are  
16 intended to accommodate 1,000 people, so there is rough equivalency between  
17 the Fire Marshall’s discussion and the parking that is required. Again that  
18 doesn’t mean that is today’s reality but I haven’t read any literature that has  
19 changed that factor. Typically you have a variety of people going to an assembly  
20 area. You have everything from an individual going, to a family to a group of  
21 friends, so it is meant to average out and that doesn’t always work on the ground.

22  
23 **COMMISSIONER LOWELL** – Thank you

24  
25 **VICE CHAIR GIBA** – Is it Randy?

26  
27 **FIRE MARSHALL METZ** – Yes sir

28  
29 **VICE CHAIR GIBA** - Yeah don’t call me sir, I work for a living. Not to put you on  
30 the spot or anything but I’ve gone through a lot of these and there are Fire  
31 Marshall issues and everything and I think Commissioner Brian brought up a very  
32 point. Do you or your team ever go and actually kind of make spot checks  
33 because it one thing for the establishment of any kind to say this is what we  
34 intend to do and it is another thing to actually have something different take  
35 place. Have you ever gone there and actually just kind of done a spot check to  
36 see how many people are attending and how many parking spaces as a course  
37 of approving these documents rather than just some formula we use. Have you  
38 physically gone over there and looked at the facility during peak operations and  
39 seen what takes place.

40  
41 **FIRE MARSHALL METZ** – No we don’t normally send my inspectors out on a  
42 Sunday to observe occupant loads, again unless we get a complaint from  
43 somebody on a potential overcrowding issue. We do annual inspections of all of  
44 our churches and places of worship. That is normally done during the week  
45 when our normal operating hours are looking at fire code violations. We remind  
46 them of occupant load requirements are and ensure they are in compliance with

1 the requirements out of the Fire and Building Code for an occupant load that has  
 2 been established for them, but unless we get a physical complaint our  
 3 assumption has to be that they will remain in compliance with the permit that has  
 4 been issued by the Fire Department based on occupant load.

5  
 6 **COMMISSIONER LOWELL** – Is there any way that we could get random  
 7 Sunday checks instead of doing annual inspections with two weeks' notice  
 8 saying hey we are going to come down here and make sure your fire  
 9 extinguishers are in place? Could we send an inspector out to churches during  
 10 their busiest time of the week as opposed to Monday when there is nobody  
 11 there?

12  
 13 **VICE CHAIR GIBA** – This isn't a Walmart, though it is not open Monday through  
 14 Friday.

15  
 16 **COMMISSIONER LOWELL** – I mean it might be open but it is very, very low...

17  
 18 **VICE CHAIR GIBA** – It's peak operating hours really are Sunday which are not  
 19 normally your working hours, so all I'm suggesting is...

20  
 21 **COMMISSIONER LOWELL** – We don't test concrete and steel in buildings when  
 22 it is just sitting there on the ground. We test it under max load to see what its  
 23 failure rating is, so it seems only obvious that we should go out and inspect a  
 24 building like this especially when there is a massive parking issue, which kind of  
 25 indicates there is a lot of people in the building, but we only inspect it during the  
 26 weekdays 8 to 5. That seems kind of not exactly the best mandate of  
 27 approaching the situation.

28  
 29 **FIRE MARSHALL METZ** – To answer that, yes inspections could be done. It  
 30 would be an operational decision on behalf of the Fire Chief if he wanted to send  
 31 out what we would call a non-reactionary inspection process, but that would be  
 32 different than how we handle any other night club, restaurant that has high  
 33 occupancy numbers. Occupant load checks for the most part in this City have  
 34 always been on a response based on complaint and if we don't get a complaint,  
 35 our assumption has always been that they are operating within that capacity. I  
 36 have not gotten any concerns from people on places of worship on occupant load  
 37 issues anywhere in the City in the last few years that I can think of. The only  
 38 types of occupancies we've had this situation come up with was a couple of  
 39 drinking establishments for after-hours night club operation, which we have  
 40 worked in the past after hours late at night to confirm that there in compliance  
 41 with their permit requirements. So it would be something we'd have to discuss  
 42 with the Fire Chief to bring in inspectors on the weekend to actually perform  
 43 these type of duties. Again it is not our intent to be disruptive to any worship  
 44 process and that would be the concern that we would have; not having any  
 45 actual complaints, how would be a fire inspection process mix with their actual  
 46 worship process there.

1 **COMMISSIONER LOWELL** – It would be more just as a silent observer. It's kind  
 2 of like a speeding limit; a speed limit. It is perfectly legal to do 85 on the freeway  
 3 unless there is a cop around, so if you have an occupancy level of 400 people  
 4 and there is nobody that is ever going to inspect it because it is on a Sunday and  
 5 we are only open 8 to 5 Monday to Friday, you could cram two or three thousand  
 6 people in the building and until somebody complains it is perfectly legal. So you  
 7 wouldn't have to go by to do an actual inspection, just have somebody drop by  
 8 once to kind of poke your nose around and say this looks like about three or four  
 9 hundred people; it seems a little reasonable, but if there is people standing in  
 10 every nook and cranny of the building and you can't move, that kind of would  
 11 warrant a little further investigation.

12  
 13 **COMMISSIONER SIMS** – And it think you have empirical... well I think what you  
 14 have here is the City has already been put on notice that there is an issue here  
 15 with occupancy, based on the fact that they're addressing the residents on St.  
 16 Christopher Lane complaining about having no parking on Sunday's on the south  
 17 side of Christopher. That must have been a known act and some kind of a  
 18 Traffic Safety Commission or some kind of approval was done and I don't know if  
 19 those are done administratively at the City, but somebody must have  
 20 complained; the City acknowledged it; the overflow parking and took proactive  
 21 steps to address that. That is symptomatic of there is overflow; there is  
 22 overcrowding at this thing and so I think there was the need because this is a  
 23 special case; I mean we've seen two churches in the last two Planning  
 24 Commission Hearings, but it is a rush on churches right now, but anyhow at the  
 25 end of the day the City is on note or was on note there is an issue. The street  
 26 conditions would tend to say there is an issue that had to be addressed, so I  
 27 would go to say that that occupancy thing just doesn't square up with me a little  
 28 bit.

29  
 30 **CHAIR VAN NATTA** – Actually when you look at it, the fact there is a traffic  
 31 problem and a parking problem, doesn't necessarily mean there is an occupancy  
 32 problem because if you simply say okay we used to average three people per car  
 33 and now we are only averaging two people per car, that is going to give you that  
 34 traffic problem and the occupancy and the parking problem where there is an  
 35 occupancy issue or not.

36  
 37 **COMMISSIONER LOWELL** – We should make it carpool only church.

38  
 39 **COMMISSIONER SIMS** – Fair enough

40  
 41 **CHAIR VAN NATTA** – Yeah or what was that one where you used to be able...  
 42 the Crystal Cathedral where you could park in the parking lot and listen on the  
 43 speakers or whatever... Actually I'd kind of like to unless somebody has a  
 44 burning question, I'd kind of like to move this along and get the applicant up here  
 45 so that we can further pepper them with questions, so I'm going to open the  
 46 Public Comment portion of this Hearing and we will start with the Applicant.

1 **APPLICANT LORD** – Good evening. My name is Bennett Lord with Lord  
2 Architecture. Interesting crowd tonight. I want to thank you for your deliberation  
3 and your time. I want to thank Julia and the Planning Staff and the Engineering  
4 Staff and Fire Staff. This has been a three and a half year, very complex road  
5 that we've now come to this critical point today. It has also been not only a long  
6 journey but a journey of discovery. As we go through the process, we have  
7 discovered various things that have to be addressed. At first it all starts out as a  
8 wonderful planning exercise and then it gets into the nitty gritty and so we are  
9 seeing a lot of that evidence of the nitty gritty unfold here tonight and for the last  
10 month or so. I want to explain a little bit about the phases.

11  
12 As you can understand, parishes and churches run on the kindness of others and  
13 sacrifices of their parishioners and so these phases were developed in  
14 incremental chunks that were deemed to be affordable starting very modestly  
15 and then moving on to the more elaborate. It helps to build momentum when  
16 there is something that can be immediately done. To address a comment earlier  
17 about can we do all the infrastructure first, part of the difficulties that we have  
18 been made aware of during the discovery process, was that one of the buildings  
19 on the campus is currently being used as an office building and it was built and  
20 designed and permitted as a residence. Another building was designed as a  
21 storage facility and it is being used as an occupied space, so we are under a  
22 mandate you know as quickly as possible, i.e. phase one to correct those specific  
23 items. That is why the remodeling one building and the creation the little second  
24 hall that would be able to then relieve those two problems.

25  
26 The other issues that have come up and I'm going to get into parking in a little bit,  
27 but I'd like to take care of some other things as well, we have been studying the  
28 grading a great deal. There have been issues about grading as it is on the east  
29 side of the property and some issues with neighbors in trying to make sure that  
30 water doesn't flow in that direction and the basin or the detention basin is going  
31 to solve a lot of that. Water will flow from various parts. It all flows to that corner  
32 and we are trying to make sure that the grading is adjusted so that it captures  
33 that.

34  
35 As part of the incremental approach to this whole thing, the east property line as  
36 each increment progresses would get a block wall. We would like to continue  
37 doing that incremental. I know there has been a request to have the continuous  
38 block wall built right away but we don't know what the grading will be specifically  
39 in phases four and five, so we don't know whether that block wall will be at the  
40 right elevation at that time, so we believe that incrementally following it along will  
41 be still the best policy. Parking... we crunched numbers. Julia and I have been  
42 going back and forth on numbers in conversations and emails. We recalculated  
43 everything and the actual Municipal Code says there are three ways to check for  
44 your parking requirements within an assembly space. One is to do it by 35  
45 square feet per car if it is unfixed seats. If it is fixed seats or the pews, you count  
46 either the linear feet of pews and divide by one car by four and half feet or you do



1 it per one car per three occupants of those seats, which the code says it is 18  
 2 inches per person, so that is the same as one in four and half feet, so we ran  
 3 those numbers again. We ran the numbers for each of those incremental bits  
 4 including the side chapel and including the other assembly areas off to the side  
 5 that were built in 1990 and we can up with the numbers that you have. So we do  
 6 have 361 parking spaces on site now. That is much more than the original 208.  
 7 Also what is being done in the parish right now is that this condition for not using  
 8 the other assembly space simultaneously with the church; that is happily being  
 9 accepted here. It had been used in the past but the parish has done some  
 10 enforcement but also they have added one more mass at 7 o'clock on Sunday. It  
 11 has happened within the last month or so and it has proved to alleviate some of  
 12 the traffic and/or the traffic as people arrive and leave and also just during  
 13 masses themselves.

14  
 15 As to the Traffic Study, the reason they counted the cars midday on a Sunday is  
 16 that the most heavily attended masses are at 12 and at 2 o'clock, so that is going  
 17 to give us the worst case scenario instantaneously. They do have a total of nine  
 18 masses. They are spread out over two days so that they trying to mitigate it and  
 19 this latest addition will help. One other thing that is important to see in the bigger  
 20 picture is that within a relatively good span of time say while this first phase is  
 21 under way or being designed, there are plans by the diocese to add a new  
 22 sanctuary at St. Patrick's and also to add a 1200 seat sanctuary at St. James in  
 23 Perris that will help diminish the load because there a lot of people that come to  
 24 St. Christopher that would otherwise would be attending at those other two  
 25 parishes. So there is a larger picture here that we would like you to be aware of.  
 26 I have here with us tonight our civil engineer; we have a representative from the  
 27 diocese; we have members of the parish here, so we have the ability to address  
 28 a number of your questions and concerns. Obviously a lot of them have been  
 29 put out so far, but we are here to address your questions and issues rather than  
 30 me giving another big preamble. Thank you very much.

31  
 32 **CHAIR VAN NATTA** – Questions?

33  
 34 **VICE CHAIR GIBA** – Sure, you mentioned earlier on about block wall and  
 35 elevations later down the road. Why aren't you considering the elevations on the  
 36 neighbors' property as your primary concern versus your elevation? To be  
 37 honest with you I have walked your location. I've gone out and visited the site  
 38 and I have responded and spoken with some of the neighbors in the area and it  
 39 does look as if and if you go to the cul-de-sac right there you can see that there  
 40 is an elevation increase of over three feet from the original cul-de-sac built, so  
 41 you vacant lots are already like three feet higher than the plans that you are  
 42 giving us showing the topography; the original topography.

43  
 44 **APPLICANT LORD** – And we are required to put that in.  
 45

1 **VICE CHAIR GIBA** - So if you were to build a brick wall on your side for instance  
2 or you know at a certain height, it would be different than if you'd have had it on  
3 the property side of the individual or the neighbors around you. Am I  
4 misunderstanding your concern here on that particular issue?  
5

6 **APPLICANT LORD** – Okay on the first phase we have to surround the whole  
7 southeast corner with a block wall at that time. It is the northern end of it that is  
8 coming at later phases and if that grade is higher... let's say it is on the property  
9 line of the existing homeowner who is adjacent and it is low and we grade high,  
10 then that six foot high wall isn't going to do much good. It is going to be a net  
11 three foot or so, so what we are trying to do is figure out where the best balance  
12 will be for the future for that full six foot developed height to have its greatest  
13 effect. Ultimately I do not know what those final grades will be.  
14

15 **COMMISSIONER LOWELL** – But you have a preliminary grading plan that  
16 shows some preliminary grades. It seems like it wouldn't be that far of a step to  
17 go from a preliminary design to an ultimate design just for the wall's sake.  
18

19 **APPLICANT LORD** – Umm... let me think about this for a second. I have been  
20 involved with parishes for almost 30 years and the way they incrementally grow  
21 by these phases does take time and with each phase the impact that we are  
22 showing with each phase for the size of the buildings and the quantities we  
23 follow, but not necessarily the design layout and not necessarily the landscaping,  
24 not necessarily the ultimate arrangement, the impact is the same but we have to  
25 plan for the ability to manipulate. That is why we have no floor plans. We just  
26 have blocks showing that and that is why we are conditioned to come back for  
27 design review and for conformance review in that future time. That allows us to  
28 understand that over the course of time things do change. The dynamic of a  
29 parish does change. The way it operates does change. We have no idea in the  
30 active diocese here what will be so we are trying to create the framework within  
31 which we can create that ultimate goal, but not sufficiently tie it down where we  
32 are setting up ourselves for something that may or may not happen at that time.  
33 We are creating those sort of pockets or those placeholders that give us that  
34 capacity.  
35

36 **COMMISSIONER LOWELL** – Understood  
37

38 **APPLICANT LORD** – Thank you  
39

40 **VICE CHAIR GIBA** – Back to what I was saying about the grading and stuff  
41 because like I said I visited the site and maybe you can explain to me why the  
42 elevations have gone so high from the original elevations that are showing on  
43 your topography and I understand about the catch basin. We'll talk about that  
44 probably a little bit later because there is some portions of it I'm sure my  
45 engineering friends can explain to me just as well, but just because you have a  
46 catch basin doesn't mean that the rain is not going to run off this higher elevation.

1 What I saw was your property is much higher elevated than the surrounding  
 2 neighborhood properties. I don't know why it is that way. I don't know why it has  
 3 been elevated from the original topography mapping and from the original... if  
 4 you saw from the cul-de-sac alone, I don't understand why that was done; why it  
 5 has been elevated. But even if you have a catch basin you are still going to have  
 6 a tremendous amount of run off from elevated side. In other words your site is  
 7 much higher than the surrounding neighbors are and I don't suspect the catch  
 8 basin is going to catch all of that run-off in a 100 year storm or whatever, so  
 9 maybe you could explain that to me because this not my expertise.

10  
 11 **APPLICANT LORD** – I'm not a civil engineer either but we have discussed this  
 12 very phenomenon quite a bit and there was dirt. This is one of the things we  
 13 have to correct was dirt that was added on there when a piece of ground used by  
 14 an individual for heavy equipment and for storage. They have not been there a  
 15 year now but they have dirt that was brought out there. They would bring their  
 16 spoils, so now we have to make that correction. I believe that our civil engineer  
 17 has walked it and he believes that the flow still ultimately goes towards that  
 18 basin. He also indicated in a meeting with City Staff a while ago and oh gosh I  
 19 can't remember when but if when they are doing the first phase we can make a  
 20 pass with a grader to get the water to go into that basin. That's not...that  
 21 happened too, but our overall intent and I believe the rest of the design is that the  
 22 water will indeed flow into that basin and that has been checked by staff and you  
 23 have quite a lot of freeboard to make sure. You also realize that at the end of the  
 24 St. Christopher Lane, that dirt that was placed there over time has blocked water  
 25 from flowing. That too is going to be corrected at that point. (Microphone goes  
 26 off – inaudible) Correct me if I'm wrong. Oh and another issue just that came  
 27 up, there have been informal visits by Fire Marshalls during mass and it happens;  
 28 not on a frequent basis but it does happen on an occasional basis. I was  
 29 reminded by the parishioners when the subject came up.

30  
 31 **CHAIR VAN NATTA** – So phase one will address the problem with the drainage  
 32 on St. Christopher Lane?  
 33

34 **APPLICANT LORD** – The detention basin is designed to pick up that load  
 35 coming down; yes. That is the low point for that corner; the low point for the  
 36 whole parish property and the street will then flow or water that flows down the  
 37 street will then take care of that problem even though it is not on our property, it  
 38 will take care of it; yes.  
 39

40 **CHAIR VAN NATTA** – I guess what I'm looking for is a very direct answer. Is  
 41 that going to correct the flooding problem on St. Christopher?  
 42

43 **APPLICANT LORD** – Let me defer to Manny Sanchez, our Civil Engineer.  
 44

45 **SPEAKER SANCHEZ** – Good evening Commissioners. My name is Manny  
 46 Sanchez. I'm a Civil Engineer, President of Jamus Engineers. We did some of

1 the work on the project, Tentative Parcel Map, the preliminary grading plan, the  
 2 drainage study and the preliminary water quality management plan. I heard the  
 3 questions with respect to the drainage and if we can put on the screen the  
 4 preliminary grading plan, maybe I can explain a little bit of this. Is that possible?

5  
 6 **COMMISSIONER LOWELL** – While we're waiting was a hydrology study  
 7 officially prepared for the project?

8  
 9 **SPEAKER SANCHEZ** – Pardon me?

10  
 11 **COMMISSIONER LOWELL** – Has a hydrology study been prepared for the  
 12 project?

13  
 14 **SPEAKER SANCHEZ** – Yes we prepared the hydrology study.

15  
 16 **COMMISSIONER LOWELL** – And all the drainage areas, is that from half of  
 17 Perris Boulevard? Does it include all of Cottonwood? What is the boundary?

18  
 19 **SPEAKER SANCHEZ** – Well let me explain. Of course we are bounded by  
 20 Cottonwood on the north. The flow of water; the direction of flow is to the east.  
 21 On Perris on the other street the flow is to the south, so we have flows going  
 22 generally in all of that area to the south and to the east. If you remember from  
 23 geometry and trigonometry, the vector then is southeast. The flow in the whole  
 24 general area is to the south and the east. That's why the catching storm drain is  
 25 here. We did not study upstream. There is about a 60 or 70 or 80 inch pipe in  
 26 Cottonwood, but that takes care of the water coming in from the north, so we  
 27 took from; we assumed that there is no water coming into the site from off site  
 28 and it is flowing to the southeast. That is historical flow. It has probably gone  
 29 that way for hundreds, if not thousands of years. The whole area out there goes  
 30 in that direction, so we took the water on the site; we continued to take it to the  
 31 south and to the east. Okay, may I approach? Cottonwood is there and it's not  
 32 going to move. Perris is there and it's not going to move. St. Christopher Lane  
 33 is there and it's not going to move. St. Christopher flows in this direction. This  
 34 flows in this direction and this flows in this direction and part of the site remains  
 35 the same, so that is fixed, this is fixed. The cul-de-sac really is fixed, so we call it  
 36 constraints. Okay it seems to take the grading through this direction. The  
 37 question is about this part of the site. What we did was to build (?). We have a  
 38 driveway that goes from the end of St. Christopher Lane and it goes up here to  
 39 Cottonwood. What we did is we made... (Microphone goes off – inaudible)

40  
 41 **CHAIR VAN NATTA** – Are you talking about that house that's there on  
 42 Cottonwood?

43  
 44 **SPEAKER SANCHEZ** – Pardon me?  
 45

1 **CHAIR VAN NATTA** – Those structures... can we back up just a minute before  
 2 we get to that because my question has to do with St. Christopher Lane and the  
 3 flooding problem on St. Christopher Lane.

4  
 5 **SPEAKER SANCHEZ** – On St. Christopher Lane... (Microphone is off –  
 6 inaudible)... So the problem here is somebody through grading or whatever has  
 7 reversed the flow; the normal flow is down here, so the water comes into this  
 8 vacant lot here and it continues south to the next street and then it goes to the  
 9 east way down the street and ends up into Kitching. That is where most of the  
 10 water is going. The water... this is also been graded; this part of the site here is  
 11 undeveloped and the water here goes south and then it is forced to go uphill so  
 12 to speak. The natural grade is downstream. The water flows this direction and  
 13 into here, so what we've done is try to eliminate that issue where the water is  
 14 going. It is going illegally I guess you could say, but we take our flow into this  
 15 retention basin. As was stated before, designed for the 100 year storm. It can  
 16 probably take the 500 year storm. The 500 year storm is not about 5 times  
 17 bigger than the 100 year storm. A ten year storm; you've heard of the 10 year  
 18 storm and a 100 year storm is 1.56 times bigger than a 10 year storm, not 10  
 19 times, so this probably holds about the 500 year storm. Then we have if a bigger  
 20 storm hits, the water would go further to the east and we would have an  
 21 emergency overflow and it would flow in the same direction as it historically has  
 22 gone.

23  
 24 **COMMISSIONER LOWELL** – Two questions... do you know what the volume of  
 25 the basin is? Do you know if it is 10 acre feet?

26  
 27 **SPEAKER SANCHEZ** – Yeah I have those numbers.

28  
 29 **COMMISSIONER LOWELL** – Two acre feet is the 100 year storm?

30  
 31 **SPEAKER SANCHEZ** – Yeah the volume is two acre feet.

32  
 33 **COMMISSIONER LOWELL** – It's kind of small

34  
 35 **SPEAKER SANCHEZ** – Yeah we used a Riverside County Hydrology Manual  
 36 and their methodology.

37  
 38 **COMMISSIONER LOWELL** – And then the emergency overflow, I'm looking at  
 39 the ortho map that was provided basically the Google earth map. It doesn't show  
 40 that the emergency overflow actually connects to anything. It just looks like it is  
 41 going to be surface drainage right along the neighboring properties backyards. It  
 42 could theoretically wash their houses out. Is there any recourse for managing  
 43 the downstream of this?

44  
 45 **SPEAKER SANCHEZ** – At this point drainage law dictates that you don't block  
 46 upstream flow from coming onto your site, but also that you are allowed to

1 continue downstream flow. You are not allowed to concentrate it or change the  
2 location where it goes. This is normally where it goes.

3  
4 **COMMISSIONER LOWELL** – Correct, however the existing flow, flows south  
5 along the neighboring house and gets collected on Sweetgrass Drive and we are  
6 proposing to bypass Sweetgrass Drive and put it behind the houses instead of in  
7 front of them, so it seems counterintuitive to what you just said.

8  
9 **SPEAKER SANCHEZ** – I'm not understanding what you are saying.

10  
11 **COMMISSIONER LOWELL** – See where your pen is pointing to the bottom of  
12 that basin; if you look at the Google Earth Map that we were provided, it shows  
13 that the water would more than likely flow south to the next neighboring street  
14 below the basin to the south. That is what you said earlier.

15  
16 **SPEAKER SANCHEZ** – When it rains now; if it rained tomorrow the water would  
17 go down here. I've walked all this site. I've been on this site obviously a lot  
18 times. Today I walked the County's Maintenance Yard side. All of this flow takes  
19 it down to the southeast corner of the County of Riverside's property and then it  
20 flows in a little channel way down here to the south like all the water in this area  
21 and ends up in Kitching.

22  
23 **CHAIR VAN NATTA** – Can I show you a couple of pictures here and ask you to  
24 see if you can identify what we are talking about.

25  
26 **VICE CHAIR GIBA** – While she is bringing those up, I walked the same site and  
27 what we were looking at right now and if you guys can bring that up, then you'd  
28 get a better view for us. It is attachment 60 ortho view. I don't know if you have  
29 that one available that you could bring it up, but you can see it is a Google map I  
30 think Brian mentioned. The houses along that southeast section and I'm not sure  
31 there was originally supposed to have been some kind of a run off drain of some  
32 kind that over the years has been filled with dirt and mud and there is like a  
33 double fence between the properties so that nobody could really get in-between  
34 in for all intents and purposes except for that pitbull I saw and it would seem to  
35 me like that water is not running anywhere but in the backyards of the people that  
36 live there.

37  
38 **SPEAKER SANCHEZ** – To tell you the truth, I don't know if you have had any  
39 complaints from these people. There is a bit of a barrier; a bit of a berm along  
40 here.

41  
42 **VICE CHAIR GIBA** – I'm familiar; yes

43  
44 **SPEAKER SANCHEZ** – If again the historical drainage came in this direction,  
45 this subdivision blocked it. I know it wasn't approved by the City. You didn't exist  
46 at that time; it was by the County. Somebody missed the drainage, because the

1 drainage was not handled so that is why it goes along the fence line all the way  
2 to the next corner and then on its way.

3  
4 **VICE CHAIR GIBA** – Yeah I’m reading LD6 on the measures for it and if the  
5 engineers know... and I’m referring to the last month’s one because it is the one I  
6 marked up. It said the developer shall protect the downstream properties from  
7 damage caused by alteration of drainage patterns i.e. concentration of or  
8 diversion of flow, protection shall be provided by the constructing adequate  
9 drainage facilities and that is my concern, because I actually went out there and  
10 saw it and you can see how this... probably maybe now the folks didn’t come out  
11 and speak to out but I did speak to a few of the folks.

12  
13 **SPEAKER SANCHEZ** – Well what we are doing is solving that problem by using  
14 a retention basin as one of the conditions of approval. We are eliminating the  
15 easement so the water would no longer go in this direction.

16  
17 **VICE CHAIR GIBA** – I’m talking about the other way.

18  
19 **SPEAKER SANCHEZ** – The water would not go in that direction. The water  
20 stays in the basin and it is an infiltration basin and our calculations show that  
21 during a 100 year storm, the last 24 hours, the deepest it would get is 22 inches  
22 less than two feet inside of the retention basin. The retention basin is much  
23 deeper so it has a lot more capacity. If you get the 1000 year storm and water  
24 coming this direction; yeah that is a historical flow, that is what you are allowed to  
25 take, that is where you have to take it.

26  
27 **COMMISSIONER LOWELL** – What my point was that the retention basin has an  
28 outlet flowing due east and if you at the topography of the site, the site drains  
29 naturally to the southwest and it drains into the vacant lot behind the residence  
30 on the south side of St. Christopher. It looks like we are diverting it to head east  
31 as opposed to...

32  
33 **SPEAKER SANCHEZ** – You are correct. The site here and we did some and  
34 you may have seen some flow arrows, the site does drain to the west. That is  
35 not where you are wrong. That is not the natural flow. The natural flow is in this  
36 direction. That is why this storm drain is going down to Kitching. That is why all  
37 of this water is going down to Kitching because it is flowing in this direction. As I  
38 walked the vacant property that belongs to the church, the neighbors property  
39 and the County’s property; you can tell there has been grading done, whether in  
40 small increments or whatever but there has been considerable moving of dirt on  
41 all of these three properties. It did not help the situation. I don’t know how the  
42 water gets down there. We don’t have the topography of you know of the other  
43 properties.

44  
45 **COMMISSIONER LOWELL** – Well that is my concern is that if we’ve designed  
46 the basin for the 100 year, 24 hour storm which is beyond what is required by

1 Riverside County, which I completely appreciate. You can never design for a big  
2 enough storm which is why we have emergency outlets. That emergency outlet,  
3 if at some point in time; 20 or 30 years down the line it gets used, water will flow  
4 out of that concrete spillway and flow easterly along the neighbor's backyard lot  
5 line. What protection do they have against any chance of the overflow coming  
6 into their yard; washing out their pools; washing out their backyard landscaping  
7 and maybe flooding their house?

8  
9 **SPEAKER SANCHEZ** – These people here?

10  
11 **COMMISSIONER LOWELL** – Correct

12  
13 **SPEAKER SANCHEZ** – There is a berm. They have the same chance as they  
14 have now.

15  
16 **COMMISSIONER LOWELL** – That's what I was asking.

17  
18 **SPEAKER SANCHEZ** – They were not catching the water. It is going over there,  
19 except for the water is going in this direction.

20  
21 **COMMISSIONER LOWELL** – And the reason why that was my concern is  
22 because the topography does show the drainage going southwest and we're not  
23 telling it is going to go east, which is the way it should go, but has historically for  
24 the last 10 or 20 years been diverted southwest. I want to make sure these  
25 people that live along Sweetgrass Road aren't going to get a surprise one night  
26 in a rain storm that their house is under water when it has normally flowed the  
27 opposite direction.

28  
29 **SPEAKER SANCHEZ** – In a normal rain storm they wouldn't get any water; any  
30 run off. That is what we are designing for and so...

31  
32 **COMMISSIONER LOWELL** – I'm making sure that the emergency spillway isn't  
33 going to be a negative effect for the people on Sweetgrass.

34  
35 **SPEAKER SANCHEZ** – If it at final engineering the City's engineers determine  
36 that we should take the overflow in a different direction we would do so. The only  
37 other direction would go here and you've got no legal right to cross all these  
38 property lines. It doesn't mean you can't obtain them but you'd be taking the  
39 water in the wrong direction.

40  
41 **CHAIR VAN NATTA** – Okay now back to what I was asking about before we get  
42 further on. Okay we have different phases. At what point is this cul-de-sac with  
43 the diversion of the water off of this cul-de-sac in what phase is that going to  
44 happen.

45



1 **SPEAKER SANCHEZ** – This gets built in the first phase. The retention basin  
 2 gets built in the first phase. The extension of the end of Cottonwood probably  
 3 from this location to the end of the property gets built in that first phase also.

4  
 5 **CHAIR VAN NATTA** – Okay is this going to solve the problem that we were  
 6 seeing with St. Christopher Lane, the buildup of water here and into the  
 7 driveways and into the houses that was coming from water that was draining off  
 8 of St. Christopher's parking area through their drains and into that street. Is that  
 9 going to be relieve that problem?

10  
 11 **SPEAKER SANCHEZ** – Yes right now the street ends right here. This property  
 12 is higher forcing the water to go in this direction. That will not happen. We'll  
 13 eliminate the water going in this direction. We'll catch it in a catch basin here and  
 14 we'll take that water to the retention basin.

15  
 16 **CHAIR VAN NATTA** – So that will take care of the flooding problem on St.  
 17 Christopher?

18  
 19 **SPEAKER SANCHEZ** – It should; yeah

20  
 21 **CHAIR VAN NATTA** – Okay that was the easy question. You guys are asking  
 22 the hard questions. I'm asking the easy ones.

23  
 24 **SPEAKER SANCHEZ** – Any other questions with respect to drainage or grading.

25  
 26 **COMMISSIONER SIMS** – I guess I do have one. Do the properties on the south  
 27 side of St. Christopher; do the lots, are they part of the hydrological tributary area  
 28 to the drainage into the street? Do they drain north; the street; the lots?

29  
 30 **SPEAKER SANCHEZ** – Most of these lots... let's start at this end. The totality of  
 31 these lots drain to the south onto the vacant land. As you get down to the end of  
 32 the street the fronts of these properties drain to the front. Again with the catch  
 33 basin, we've captured not only our water, we've solved we hope, the City's  
 34 problem that they've might have had; the issue that was brought by the Chair.

35  
 36 **COMMISSIONER SIMS** – Thank you

37  
 38 **SPEAKER SANCHEZ** – I would like to go back if I can to the grading in that  
 39 phase five... one more phase... we've designed this building to be a little bit  
 40 higher than the street so that it wouldn't get flooded at some point some day.  
 41 Also we have a driveway here that has curbs and gutters. We've designed these  
 42 buildings to be slightly above the curbs and gutters again probably similar to what  
 43 all your homes look like, so that is why we raised it to the level that we have. If  
 44 we lowered it and the water for some reason topped the curb it would go into the  
 45 structures.

1 **VICE CHAIR GIBA** – How is that going to affect the runoff to the east property  
2 and to the south? Is the runoff attached to your catch basin from there as well?

3  
4 **SPEAKER SANCHEZ** – Yes we're taking all of the runoff to the south and we  
5 have catch basins and piping systems that take the water into the structure right  
6 here.

7  
8 **VICE CHAIR GIBA** – To that basin?

9  
10 **SPEAKER SANCHEZ** – Yes all the water from all the site goes to the basin.  
11 Nothing goes off site.

12  
13 **VICE CHAIR GIBA** – Is that basin going to be there forever? I mean that's  
14 there?

15  
16 **SPEAKER SANCHEZ** – We hope so.

17  
18 **VICE CHAIR GIBA** – I was just curious because I reading that is supposed to be  
19 a soccer field later.

20  
21 **SPEAKER SANCHEZ** – That would be a dual use.

22  
23 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yeah  
24 Commissioner or Vice Chair that is the last phase right there, so what they are  
25 doing is showing that there could be a soccer field in the bottom of the basin. It  
26 would be a joint use because 99 days out of 100 it is going to be dry and...

27  
28 **SPEAKER SANCHEZ** – Then it becomes a playfield.

29  
30 **CHAIR VAN NATTA** – During a rain storm it becomes a swimming pool.

31  
32 **SPEAKER SANCHEZ** – If during a 100 year storm it is only less than two feet.  
33 In a normal storm it is going be that deep.

34  
35 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – And  
36 partially to answer... I'll go back to phase one... there is phase one, so the basin  
37 is in phase one and it is also in phase five, so it is always there. The joint use  
38 isn't there and I think the basin gets a little bit larger because there is an existing  
39 building that gets taken out in a future phase and Commissioner Sims earlier  
40 asked about doing all the perimeter... when we look at phase one they are doing  
41 all the perimeter. The only thing they are not including in phase one is a portion  
42 of the wall on the east side because that portion of the site isn't being developed.  
43 Again that is for Commission discussion but every other thing; the improvements  
44 to Cottonwood except for a bus bay and the improvements to St. Christopher  
45 Lane and the basin are all part of phase one and the only buildings that are part  
46 of phase one are that conversion of that existing residence to a meeting room

1 and a slight small addition to a couple of other structures there and what is the  
2 third one...

3  
4 **ASSOCIATE PLANNER DESCOTEAUX** – An additional building next to the  
5 existing single family.

6  
7 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – And  
8 they are demolishing something there as well; right?

9  
10 **ASSOCIATE PLANNER DESCOTEAUX** – Not in that phase.

11  
12 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Not in  
13 that phase; okay, so those two buildings south of the sanctuary that is the quote  
14 unquote expansion.

15  
16 **SPEAKER SANCHEZ** – That is phase one

17  
18 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Right,  
19 so none of the...

20  
21 **SPEAKER LORD** – Plus additional parking

22  
23 **CHAIR VAN NATTA** – Where are you going to put the additional parking?

24  
25 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – See  
26 the shaded area on the east end, that is the additional parking in phase one.

27  
28 **SPEAKER LORD** – See the toned area; the toned area is all part of phase one,  
29 so we are reorganizing and landscaping and adding this much parking here.

30  
31 **COMMISSIONER SIMS** – There was a mention that the wall in its entirety along  
32 the east boundary couldn't be built because of the grading. It looks like... I was  
33 looking at your preliminary grading plan if you flip on the backside of it, you have  
34 a section 44. You've pretty have it dialed in as far as you have deep and floating  
35 stem walls or what not where you have proximity of the building to the wall. Why  
36 couldn't you just build a wall along that wall and just mitigate entirely; just set the  
37 grades up.

38  
39 **SPEAKER SANCHEZ** – You could build the wall right now or you could build it  
40 with it with first phase and a 600 foot run. I wouldn't advise that because the  
41 grading that we've shown for the ultimate build out is a preliminary grading plan.  
42 We hope that it would be close to that. There are five structures that go in here.  
43 I was mentioning to one of the parishioners earlier, but suppose somebody walks  
44 in at that time and says gee I want to build all this for you but I want two  
45 buildings; one to name for my daughter and one for my wife and all of sudden  
46 five buildings become two buildings or one building and at that time the design

1 may not work. Also we don't know what grading may take place next door, so we  
2 don't know what is going to exist here ten years from now or whatever.

3  
4 **CHAIR VAN NATTA** – Are there any more questions for the Applicant? Okay  
5 thank you very much. You can have a seat and don't go anywhere because I'm  
6 sure you might want to have some comments after our other Public Speakers.

7  
8 **SPEAKER LORD** – Thank you very much.

9  
10 **LAND DEVELOPMENT ENGINEER JIMENEZ** – I have just two comments to  
11 add if I may, Chair. I wanted to point out first as far as the public infrastructure all  
12 that will be built with phase one and phase two, so we talked about you know  
13 trying to get all the public surrounding off site improvements done early on and all  
14 of that would be completed by the second phase. Another thing to put things into  
15 perspective; if we go to phase five the two buildings just north of the basketball  
16 court; the finished floor elevations of those two buildings are the same finished  
17 floor elevation of the existing sanctuary. So if you were to just go across the site  
18 to the east it would be level, so the finished floor of the two buildings just north of  
19 the basketball courts have almost the same finished floor elevation as the  
20 existing sanctuary building. I just wanted to point that out.

21  
22 **CHAIR VAN NATTA** – Alright, well let's go to our other speakers and the first  
23 person I have here is Victoria Miranda. I'd like to remind the speakers we do  
24 have a number of people who have asked to speak, so try to contain your  
25 comments within the three minute limit.

26  
27 **SPEAKER MIRANDA** – Hi, I'm Victoria Miranda and I'm here with my mom who  
28 is the last. She owns the property in the last end of the street and yeah the  
29 grading that was said that it has from the two sides from the north side of the  
30 street and the end; the east side of the street is completely incorrect, so it is three  
31 feet or more higher than what the street is and what our property is. So that is a  
32 problem and I think it is not really; it wasn't explained well here by the person that  
33 was trying to say that and it does flood every year. Every year during the rainy  
34 season that street does flood and it is every ten years that it floods horribly and  
35 we do call. We have called every year and complained and called the City to  
36 come out and a truck has come by and driven down the end of the street and left  
37 again, so I heard that person never complains about flooding.

38  
39 Every single year we call and complain about the flooding and only one time they  
40 did come out was when we had to actually take the lid off of the manhole so it  
41 could drain because it just wasn't draining and it was more than 24 hours; more  
42 than 48 hours and we were told don't do that because it backs up the flooding; it  
43 backs up your plumbing, but we could not access the house and we had to wade  
44 through water to just get my mom home, so that has been an ongoing problem  
45 annually. The permit parking is still wanting because there is only four parking  
46 permits per household on that street, so my brother who comes to see my mom

1 every weekend and my sister comes to care for her every week to give the rest of  
 2 us a break during the week and help her out, they have the extra two parking  
 3 passes and if there is a function; a family function or something like that, nobody  
 4 can go, so it is not just a parking being greedy, we want all the parking, we just  
 5 want reasonable parking that every other citizen gets on their street and having  
 6 just these limited parking passes and you can't... even though there is the other  
 7 side of the street; the north side that is on the church property, that is no parking  
 8 at all whether you have a permit or not to park on the south side. There is this...  
 9 I don't think any other parishioner has to deal with that once they leave church  
 10 after their hour and they go home and they can have family visits or id she is sick  
 11 and everyone wants to come see her and see how she is doing, nobody can park  
 12 on that street; nobody can come and see her on the weekends. There has to be  
 13 another solution to the limited parking passes for family members of property  
 14 owners on that street.

15  
 16 **CHAIR VAN NATTA** – Thank you very much for your comments. Can there be  
 17 more parking... can there be accommodation to that and is it true they can't park  
 18 on both sides of the street on St. Christopher?

19  
 20 **TRANSPORTATION DIVISION ENGINEER LLOYD** – To answer your second  
 21 question first, that is correct. The north side is posted as the resident stated that  
 22 there is no parking. The permit parking is allowed along the south side or the  
 23 street along the homes frontage.

24  
 25 **CHAIR VAN NATTA** – And why could they not with permits, park on the north  
 26 side? Is the street too narrow for parking on both sides?

27  
 28 **TRANSPORTATION DIVISION ENGINEER LLOYD** – I wasn't involved in the  
 29 process of setting up the permit parking, so I don't have answer for you as to why  
 30 it wasn't allowed on the north side of the street. I would have to confer with the  
 31 City Traffic Engineer to find out the answer on why it was done the way it was  
 32 done.

33  
 34 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – My  
 35 understanding, because I was at the meeting when they discussed it out there on  
 36 the street was that because of the existing situation and the traffic related to the  
 37 existing situation, when you get to the intersection of someone who is making a  
 38 left turn, they block all the other people so as I recall the reason for no parking on  
 39 the north side is so that traffic can get to the intersection and make a right turn  
 40 and not be congested all the way up the street when people are leaving. So that  
 41 was the reason. Can that be changed? I think that is a discussion with the City  
 42 Traffic Division.

43  
 44 **CHAIR VAN NATTA** – Once that is set to where there is only right in and right  
 45 out and there is a cul-de-sac at the end that is wide enough for them to turn  
 46 around, would the residents then be allowed to park on both sides of the street?

1 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Again  
2 think that is a point of discussion. Could it occur today or in the future or could it  
3 occur on a portion of the north and not all of the north side, I think that is a good  
4 discussion that could be occurring now separate from this application.  
5 The number of parking permits; I don't know if that is guided by ordinance or if  
6 that is a point of discussion but obviously if you have... if everybody has four and  
7 there are only so many parking spaces, then you have a practical issue about if  
8 everyone uses their four passes at the same time there is a problem. Michael do  
9 you know whether the ordinance suggests that or is that a point of discussion?

10  
11 **TRANSPORTATION DIVISION ENGINEER LLOYD** – I'm sorry I do not have  
12 that information. I'd have to report back.

13  
14 **CHAIR VAN NATTA** – Maybe it could be looked into at another time to  
15 accommodate their needs.

16  
17 **COMMISSIONER LOWELL** – Well piggybacking onto that, since the church will  
18 be occupying most of the parking on a Sunday and say the residents have a  
19 function, could they barter up an agreement with the church to allow them to  
20 park; say they have a birthday party and they need twenty parking spaces just to  
21 use the parking lot? I mean it would be a private party to private party  
22 agreement.

23  
24 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** –  
25 Correct, yes that would be something that would be between the two parties to see if  
26 they agree to do that, but yes nothing prohibits that.

27  
28 **COMMISSIONER LOWELL** – And with the improvement on Perris with the  
29 median with the right in and right out, can we add that to our vote tonight to  
30 remove the restriction of the no parking at all on the north side and change it to a  
31 permit parking only just like the south side?

32  
33 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – I think  
34 it is really something that has to be looked at by... I think you could say  
35 consideration, but I think it needs to be reviewed technically by Transportation  
36 Staff, but I think certainly it could be added as a point of consideration at that  
37 time.

38  
39 **COMMISSIONER LOWELL** – I think we should do something along those lines.

40  
41 **CHAIR VAN NATTA** – Thank you very much

42  
43 **SPEAKER MIRANDA** – Thank you

44  
45 **CHAIR VAN NATTA** – The next speaker is Yvonne Robles.  
46

1 **SPEAKER ROBLES** – Hi, I've been a resident of St. Christopher Lane for 35  
 2 years. I was a parishioner of St. Christopher for 30 years. Due to conflicts, I go  
 3 somewhere else now. They didn't care about me or my family so I took my  
 4 worship elsewhere. My question about the basin that they are going to make;  
 5 currently in that area cars are parking there, so that is going to eliminate parking,  
 6 unless they are going to park in the basin full of water. I don't know. Also on the  
 7 17<sup>th</sup> of June we had a meeting at Donna Stevenson's house, another resident.  
 8 There were some church members there. It was Emma, Linus and Max and I  
 9 don't know their last names and I was told they were there to represent St.  
 10 Christopher.

11  
 12 We had an agreement and also the City was there to do a trial of closing the exits  
 13 that were on St. Christopher; closing two out of the three. The church failed to  
 14 comply. They never closed those, so I mean that trial didn't even get... they are  
 15 not cooperating. I was told by Jesse Molina that once the father of the priest  
 16 found out that was what going to be happening, he said absolutely not and so I  
 17 don't why he didn't come to the meeting himself instead sending these other  
 18 people who could absolutely do nothing. Twelve and three is the busiest time;  
 19 that is during the Spanish mass and I heard they added another mass at seven  
 20 o'clock. Unless that is a Spanish mass, that won't help at all, because twelve to  
 21 three is the busiest time and because both of those masses are Spanish. I'm  
 22 sorry I'm trying to go in the three minutes. Okay, also some of the phases would  
 23 close two of the three exits on Cottonwood, so I don't know how that would make  
 24 traffic, it would just make more traffic on St. Christopher because those are the  
 25 only exits other than Cottonwood. There are going to be putting in a bus lane, so  
 26 they'll have to close the first exit and then they'll be closing another one, so that  
 27 would only leave one exit on St. Christopher on the parking lot side. Now that is  
 28 not including the one exit they currently have that is on the other side where the  
 29 dirt is at. The street sweeper comes and pushes all the trash to the end. That is  
 30 why it gets built up.

31  
 32 Also the parishioners that park there on that side dirt where they are going to put  
 33 the basin, there is diapers, corn, cups from snow cones from all the illegal  
 34 vendors that are there. The church has no supervision for catechism. I live the  
 35 third house from the end. During catechism hours there is kids ditching; they are  
 36 smoking weed; they are making out. There was even a time when they had a big  
 37 hole; it was like a ten foot hole out there on the side. I kept hearing crying and so  
 38 for 45 minutes I kept going back and forth and I said is it cats; it sounds like  
 39 somebody is crying. My uncle ended having to jump the fence because at the  
 40 time those gates were locked and there was a twelve year old boy with Down  
 41 syndrome inside there up to his waist in water. Nobody even knew he was  
 42 missing. That is a concern. The lack... I know the church says oh we don't have  
 43 money, we don't have money, but if you have this many parishioners and they  
 44 are here to support you, then you know they can volunteer and do rounds or  
 45 whatever for security for catechism days. Also during catechism, the parents...  
 46

1 **CHAIR VAN NATTA** – I’m sorry, your time is up and there are certain things that  
 2 we don’t have control over and so those are things that you need to bring up with  
 3 the church.

4  
 5 **SPEAKER ROBLES** – Okay, thank you

6  
 7 **CHAIR VAN NATTA** – Thank you. Okay our next speaker is Donna  
 8 Stephenson.

9  
 10 **SPEAKER STEPHENSON** – Good evening. I sent in my letter earlier today and  
 11 I believe you guys all read it, so I’m not going to read it to you again, but my main  
 12 purpose is I agree with everything that she just said; Yvonne. My main purpose  
 13 is the traffic. I got probably a couple of letters today. The traffic turning right off  
 14 Perris Boulevard speeds on our street. I did some measurements myself. The  
 15 City wants to put in a bus bay off of Cottonwood which would close the northwest  
 16 exit onto Cottonwood. I don’t understand that because then they want to put that  
 17 traffic going onto our street. I did measurements. The first house at the corner  
 18 has about 27 feet from the east curb lane of Perris to get into their driveway. The  
 19 second house on St. Christopher Lane has about; it was like 90 some odd feet  
 20 into their driveway. Off of Cottonwood they have 150 feet and from what I was  
 21 told that was unsafe; the gates on Cottonwood; the west gates; that was too  
 22 close to the street, but our driveways are closer, so it doesn’t make sense to me  
 23 that they are going to direct traffic down our street and we’ve got to back out.  
 24 The traffic at 25 miles an hour; I believe that is way too fast on our little street of  
 25 nine houses. I really see there is going to be a problem that they are directing all  
 26 the traffic down to our street. How do we get out? Like she said from twelve to  
 27 three you can’t get out of your driveway. Mass... I don’t know how long mass is;  
 28 an hour and they will sit there for three hours. There are functions going all day  
 29 long, so that is my concern mostly is the traffic and the congestion. Any  
 30 questions; no?

31  
 32 **CHAIR VAN NATTA** – Thank you. Our next speaker is Roy Bleckert

33  
 34 **SPEAKER BLECKERT** – Yes I’m Roy Bleckert. I’m the east end property owner  
 35 and I have many concerns with the above project including parking issues,  
 36 flooding problems, environmental impacts, land mergers, easterly block wall and  
 37 along the lines of good community safety and sensible play. To summarize my  
 38 written statement that I delivered this morning, as it would take too long to read  
 39 that whole thing, per the plan submitted, 321 parking spaces and approximately  
 40 964 assembly in the church. Per the old requirements and 330 to 395 spaces  
 41 provided now which is woefully inadequate under the current code per the  
 42 capacity and usage in the sanctuary.

43  
 44 As in the last three weeks about 680 cars average and over 2,000 assembly in  
 45 the church at the 12 o’clock hour and continuing over six services all day Sunday  
 46 running, logic would dictate that the building design for about a thousand people



1 is holding 2,000 people and would have been modified from when it was  
 2 originally built, plus the plans reflect in addition to the sanctuary building. Both of  
 3 these should require the sanctuary to be brought up to the new code which would  
 4 be about 600 cars and would be more consistent with the current usage. Plus  
 5 the new plans call for shifting two hundred cars that are parked onsite in the field  
 6 area over there and that would shift those off-site and we have the adjoining  
 7 resident's problem with 40 cars off-site. Does this not create a potential problem  
 8 that is five times greater and the required easterly block wall needs to be built  
 9 entirely in phase one as we have conflicting property uses as mine and County  
 10 are industrial uses and would cause conflicts with the church usage and it needs  
 11 to be with the six foot or higher finished grade to provide adequate screening.  
 12

13 The project does not allow... does not follow the letter or the intent of the law,  
 14 good planning practices and being good neighbors in my view and if we can  
 15 address these and other issues in a manner that makes sense, I could support  
 16 this project wholeheartedly, but as submitted now, I have to recommend a no  
 17 vote at this time and if we do not fix these problems at this time when they are  
 18 asking for changes and expansion, when will they ever get dealt with and without  
 19 getting into the minutia of the law the merger; if that doesn't pass the project  
 20 basically fails and then you have the underground tanks and the concerns with  
 21 the obvious being a proposed school site and nearby schools, you could possibly  
 22 trigger an EIR with the environmental concerns and we all know flooding can be  
 23 catastrophic and with that I will leave it in your capable hands.  
 24

25 **CHAIR VAN NATTA** – Thank you Mr. Bleckert. Very well timed. Exactly three  
 26 minutes. Our speaker is Guillermo Hernandez.  
 27

28 **SPEAKER HERNANDEZ** – Good evening. Let's just say yeah it's said. I can't  
 29 believe this about the church; God; please... I just can't believe what is going on;  
 30 I mean traffic. I mean we really do need to study more on that exit on St.  
 31 Christopher and Perris Boulevard. If you guys put in a median, it is really going  
 32 to cause a lot of congestion because of the parking in the very corner of St.  
 33 Christopher and Perris Boulevard. Another thing; if you guys are going to make  
 34 us come out to make a U-turn when we live so close to the house, imagine if we  
 35 had an accident in our residence and we have the Fire Department come and  
 36 turn all the way around to just get to one of our homes. It is really sad how we as  
 37 brothers and sisters here... I mean raising up that very end of the street where it  
 38 gets flooded, because I'm the one who sent in the pictures. I'm the one out there  
 39 when it rains. No one from the church helps us. I'm out there trying to help my  
 40 house not getting flooded. The grandmother lives at the very end of the street  
 41 and it is really sad. I mean I heard what you said Jeff earlier. Instead of all these  
 42 other phases, let's really concentrate on getting that fixed and fixing that traffic  
 43 because it is really getting out of control. I mean like I said it is really sad that we  
 44 have to keep dealing with it over and over. I mean the church just keeps putting  
 45 dirt and putting dirt at the very end of that church. What were you guys even  
 46 thinking of us? That's really sad and we work on the Lord's home. It's sad. Like

1 they say, let's look at ourselves in the mirror. Let's do the right thing from both  
 2 sides. I mean what more can I say. Let's make... I'm happy seeing that the  
 3 church has grown; the faith; good job, but come on guys, let's work together on  
 4 this. Let's make it work. Thank you. That's all I have.

5  
 6 **CHAIR VAN NATTA** – Thank you very much. Our next speaker is Eugene  
 7 Renna.

8  
 9 **SPEAKER RENNA** – Good evening. My name is Eugene Renna and I'm here to  
 10 speak in favor of the proposals. I've lived in Moreno Valley for 27 years. I've  
 11 been a parishioner at St. Christopher's for 27 years. The parish; where is it  
 12 located is an asset to the community. We provides services for the community.  
 13 We have a food bank that serves 150 to 200 families a week. We have a blood  
 14 mobile that comes through occasionally. We have health screening. On St.  
 15 Christopher Lane there is going to be a big improvement that you'll be able to  
 16 turn the trash trucks and fire trucks around at the end of the street, a sidewalk  
 17 along the north side along Cottonwood will be a major improvement. Ingress and  
 18 outgress on the property will also be improved with wider lanes. The church now  
 19 sits on five parcels. Putting us all on one parcel would be an improvement when  
 20 it comes time to make changes. The facility has been there for many years I  
 21 think starting in the 50's and it is time to be upgraded. With upgrading we should  
 22 be able to serve the community better and have a better plan to work with, so I  
 23 recommend a vote for. Thank you.

24  
 25 **CHAIR VAN NATTA** – Thank you. Our next speaker is Sarah Vargas-Gomez. It  
 26 looks like she has already left. We will move on. The next speaker is Raul  
 27 Cipres.

28 **SPEAKER CIPRES** – Thank you. My name is Raul Cipres. I'm a parishioner of  
 29 St. Christopher's Church. I've been in the city for 19 years and since I've been  
 30 going to St. Christopher's it has been an enjoyable pursuit of mine. I've enjoyed  
 31 going all these years and since I've been there I haven't seen any improvement  
 32 to the property or to the buildings or anything. I'm looking forward to this  
 33 situation that has come up to improve the facility and I know it is controversial to  
 34 a lot of people; especially to the people on St. Christopher's Lane. I appreciate  
 35 how they feel and honestly wouldn't want to be in their position. I know that they  
 36 are going through but believe me, I have attended many meetings at the church  
 37 when this subject has come up and the feeling towards those people is very,  
 38 very; they can't put themselves in that position either. They wonder what to do  
 39 and one of the situations that came up that was favorable was the limiting on  
 40 parking, which I thought was a good idea myself. I think it addressed the  
 41 problem that was existing there and I think it is working very well in my opinion. I  
 42 patrol the area quite often.

43  
 44 I am a former director of security for a large corporation and I don't see any  
 45 problems there. I do see a problem that was brought up tonight about a party;  
 46 having a gathering of some type. They don't know where to park and I could see

1 how that could be a problem, but I think the church would more than happy to  
 2 accommodate their over excess on parking. I'm sure they won't have 200 people  
 3 show up at one time but maybe 20 or 15 people they want to accommodate. I'd  
 4 just like to ask the Commission to think about it and be very reasonable. I don't  
 5 think they are asking for something exceptionally wild. They are trying to  
 6 improve the property; not increase the people that are coming there. Who  
 7 knows, the way things are going, people are losing less and less interest in  
 8 church and I wish they would come back, but as many as that come back  
 9 sometimes, they leave also, so I don't think you'll see an increase in people there  
 10 and I think it will be an improvement for the church and for the City itself all  
 11 around. I think as the engineer here explained to us on the drainage, I think it will  
 12 help with the drainage too. I think some of the drainage problems have been  
 13 there for years; even before the church was built. So I ask you for kind  
 14 consideration and I thank you.

15  
 16 **CHAIR VAN NATTA** – Thank you very much. Our next speaker is Linus  
 17 Santiago.

18  
 19 **SPEAKER SANTIAGO** – Good evening ladies and gentlemen. My name is  
 20 Linus Santiago. I've been a member of St. Christopher's parish since 1975.  
 21 When I first started at the church, that property that is in contention with the high  
 22 mounds, that was an abandoned property with a broken down house on it and  
 23 the drainage back there was not as high as it now and when the people who  
 24 purchased that abandoned property, they were going to build a child care center  
 25 and they are the ones that filled it up with all that dirt.

26  
 27 When the church bought that property, that is when the big rain started back in  
 28 1981 I think and that was the 100 year storm and that picture that the lady  
 29 showed you or whoever gave you those pictures, I'm the guy that made that  
 30 water go away, because I dug a hole from one end of the fence to the other; the  
 31 one that you asked that the water is going south; I made it go south. That  
 32 property that is on the corner has a wooden fence around it and the person has a  
 33 dog kennel there. Every time I dug it out so it would go around into that vacant  
 34 property, he'd fill it in. That's is how come the dirt backed up and you have a  
 35 flood right now because it is filled in and I put that double fence that you talked  
 36 about there because the kids were sneaking in and digging big holes in the  
 37 ground and jumping their bicycles. I did it for safety purposes so the kids  
 38 wouldn't kill themselves on our property. The lady said that there was a hole in  
 39 the ground and the kid was in it. She was right.

40  
 41 The very next day, as soon as I found out about it, I made the people that dug  
 42 that hole fill it in and the ground was always that high and every time I dig it out,  
 43 the people from that street and I'm not saying who, but one of the five families is  
 44 drinking beer and throwing tires and whatever and then plugging the holes in the  
 45 sidewalk. Those floods are happening because they are not taking care of the  
 46 drainage that I put in there for them and right now I dug it out six months ago and

1 right now there is grass growing in there. There is a bunch of garbage there and  
 2 this drainage and it will flood again until I dig it out because as you know they  
 3 have been complaining to the church that is flooding. I get called out at six or  
 4 seven o'clock in the morning on Sunday and I dig it out and it drains out, but I  
 5 can't be there 24 hours a day. The people that live on that street have shovels in  
 6 their garages too. All they have to do is to dig the mud out and it will drain out  
 7 and make sure that that person doesn't fill it in again.

8  
 9 **CHAIR VAN NATTA** – Thank you very much for your comments. Our next  
 10 speaker is Emma Motte.

11  
 12 **SPEAKER MOTTE** – Good evening everyone and I thank Staff and everyone  
 13 that has been listening to all of us. It gets a little tiresome sometimes, but I was  
 14 at the meeting. Father was not able to be there at that time on St. Christopher  
 15 Lane and the result is what happened now; okay, because they didn't want any  
 16 parking; any parish parking on St. Christopher Lane, so we've accommodated  
 17 them to that extent. Also, Officer Tainter was there. Jesse Molina was there and  
 18 I called both of them. Actually I've called them twice and when I spoke to Officer  
 19 Tainter he said that they had only issued two citations because with their  
 20 presence there, because he drives by there or has someone drive by there on  
 21 Sunday, because this started in July, so at that time the residents were in accord  
 22 to go ahead and have the limited or what do call it; permit parking. We didn't  
 23 realize there was actually not going to be any parking at all on the north side of  
 24 the street, but I know for the most part we'd make the announcements every  
 25 Sunday and I know that our parishioners have been following that pretty well.

26  
 27 As far as traffic goes, we added 7 o'clock mass on Sunday, which is a Spanish  
 28 mass to relieve the 12 and 2 o'clock mass. I know that before we had also talked  
 29 about maybe adding another mass, but our poor priests are on overload right  
 30 now. We have two priests; three priests and we do nine masses on a weekend  
 31 and that is aside from all the other work that they do and we also contribute a lot  
 32 to the community. As had been stated before we have the food bank, the blood  
 33 mobile, the Lestonnac medical clinic that comes the first and third Monday of the  
 34 month. We also have various youth programs. You don't have to be a  
 35 parishioner to join our youth programs. You don't have to be a parishioner to  
 36 attend any of the outreach programs that we have for drug and alcohol abuse, so  
 37 we need the improvements. We are not adding to the capacity. We just need to  
 38 improve the facilities that we have right now and also do the improvements for  
 39 the parking and the grading that has already been addressed and this is why  
 40 we've have the architect and the engineer and of course City Staff working with  
 41 us. So my request is that you approve this and of course we are always willing to  
 42 work with the City and comply with whatever requirements the City may make.  
 43 Thank you.

44  
 45 **CHAIR VAN NATTA** – Also very well timed. They've got this three minute thing  
 46 down. Okay and we have one last speaker; Theresa Archuleta

1 **SPEAKER ARCHULETA** – Good evening everyone. My name is Theresa  
 2 Archuleta and I live on Birchwood Drive. Now I've been hearing all night about  
 3 phase one; phase two; all these phases. I'm not against anything that St.  
 4 Christopher is doing because I also attend St. Christopher's Church also. I  
 5 respect St. Christopher's as I wish that my fellow parishioners can respect me. I  
 6 live on Birchwood Drive and there is a vacant lot. My backyard sits on three  
 7 vacant lots and the problem is overflowing parking and on those three vacant lots  
 8 they are always parking there on Sunday from 3 to 5 and big functions that the  
 9 church does have, but no one follows what the signs read; No Trespassing; No  
 10 Parking; Cars will be towed away. It even has the vehicle civil code on there. No  
 11 one follows it and I don't see any traffic controllers come out there to even see  
 12 about the overflowing problem that is going on at St. Christopher's.

13  
 14 I'm glad our church is thriving, but at the same time they are breaking the law by  
 15 parking in those vacant lots with those signs on there saying; No Parking; No  
 16 Trespassing. Why is it any different for them? If I was to do it what would  
 17 happen to me and my concern is that they come and they park in these vacant  
 18 lots and after church lets out they throw trash, they drive... it is a gravel road. It  
 19 is not fit for parking and what happens is the dust; the dirt; the clouds of dust  
 20 when people leave the church and they throw trash. I pick up two to three large  
 21 garbage trash bags of trash every week and why can't my parishioners respect  
 22 me and not use that road or to park their cars there and consider me and my  
 23 family with all the dust and the debris that is out there and the exhaust from the  
 24 cars. That is a health hazard. I have complained to the City numerous times.  
 25 I've even gone to traffic control. They only came out one time and I've lived there  
 26 three years.

27  
 28 **CHAIR VAN NATTA** – Thank you very much for your comments. I don't see any  
 29 more Speaker Slips. Does the...

30  
 31 **SPEAKER** – I had one filled out

32  
 33 **CHAIR VAN NATTA** – You did? I was almost surprised not see your name on  
 34 the list

35 **SPEAKER BLECKERT** - Well you probably got the same name twice. That's  
 36 because I happen to have the same name as my son.

37  
 38 **CHAIR VAN NATTA** – Okay go ahead

39  
 40 **SPEAKER BLECKERT** – I've heard all the people talking and they've been here  
 41 x amount... well I've been driving that road; Cottonwood when it was dirt in 1953,  
 42 so I've been here a long time. The problem is their negative dec is not correct.  
 43 You've seen the pictures and what was dug up there. They have no permits to  
 44 do it. They've not taken it into consideration; taken all the excess fuel that was in  
 45 the tanks or anything else off to the appropriate places. It was all done illegally, if  
 46 you want to say they're being nice... but basically there is a problem with flood

1 control. I tried to work with them. They told me they weren't going to do anything  
 2 whatever the City required. I tried to work with them on the walls to even get an  
 3 easement on our side and grade up to whatever the highest grade is to be there,  
 4 they refused to talk to me. Their problem with the flood control is they put it in  
 5 there and the City requires 200 feet on each side is all that goes in there, but if  
 6 anybody knows how to read plans which are sitting there, that wall goes all the  
 7 way around there and it's got a spillway with the a sign. Show me how they are  
 8 going to get that out over that six foot wall, because if it does it is going to back  
 9 up on either our side of the property and come around and come back down or it  
 10 has to go around and come over there where it goes illegally now. Give me an  
 11 answer to that one. You have a problem there. The plan wasn't well thought out.  
 12

13 The problem with the grading...you heard Linus talk about grading. No, that isn't  
 14 correct. That was an old house and I won't mention their names but I'll call the  
 15 first property the horse lady, the second property is their construction site that  
 16 they had there so many years and were dumping. They hauled in tons and tons  
 17 of dirt in there. If you see on the plan prior to that, it shows even the holes where  
 18 the kid fell in. They were all over and they were scattering that dirt everywhere.  
 19 Before the parking when they first bought the first lot, I know the contractor that  
 20 did the paving and he hauled dirt in because he had a job up the street to get rid  
 21 of and that is how that got there. That always had a sump hole in there on the  
 22 back of horse lady's property ever since that property was there. I've been here  
 23 a lot longer than any of them and the problems, so to say it was there when they  
 24 bought it is incorrect.  
 25

26 Now as far as what is going on... see that project right there where it shows the  
 27 shed still in there and they are not building the retention basin correctly. They  
 28 are never going to intend on moving that building in my opinion. That is why it is  
 29 built that way. That is why they are building it there, so it is not built to its  
 30 ultimate then. And as of phase one, it will be phase five when they move that.  
 31 They have been working on the school and everything or whatever they have  
 32 been trying to do for the last 20 years that I've known them, because I knew both  
 33 the properties and they were trying to get the properties and they weren't for sale  
 34 and they couldn't move on, but eventually they wind up with them. So to say  
 35 they are going to take out the houses is incorrect. If you look at what you doing  
 36 there they are running a ditch all the way along these lines. That's why they won't  
 37 put the property in because of all the electric lines and everything goes to that  
 38 garage back there. They don't want to mess it up because they would down into  
 39 that.  
 40

41 **CHAIR VAN NATTA** – Thank you Mr. Bleckert.

42  
 43 **SPEAKER BLECKERT** – I understand.  
 44

45 **CHAIR VAN NATTA** - Do we have any closing comments from the Applicant to  
 46 address any of the issues that were brought up by the speakers?

1 **APPLICANT LORD** – I just want to address the issue that was just mentioned  
 2 about the storage building which is over there adjacent to the basin. In the  
 3 current plans that building is to be torn down because of uses that are going to  
 4 be provided elsewhere that would make that obsolete. We don't show it coming  
 5 down until the fourth phase, but we could move that to the second phase if that  
 6 would be of help. The detention basin on is based... it meets its full capacity with  
 7 the design as it is there even with that building standing. When that building  
 8 comes down, the detention basin increases in a greater capacity, I think we're  
 9 trying to make provisions for that eventuality.

10  
 11 **CHAIR VAN NATTA** – There was also a comment that I hadn't heard before  
 12 about some fuel tanks or something?

13  
 14 **APPLICANT LORD** – Yes, about two years ago and I forgot which of the  
 15 properties, not the immediate one from the far east, but adjacent to that, there  
 16 was the discovery of a couple of old fuel tanks that were taken out without  
 17 understanding there is a procedural and legal way to do so and so at this  
 18 moment the diocese and the parish are working and have hired individuals to do  
 19 the phase one assessment, evaluate the property, get the soils engineer and if  
 20 need be do a phase two, so what was at the time a kind hearted thing for the  
 21 neighborhood; for the parishioners to do, they didn't realize there was a  
 22 regulatory set of circumstances. This came up within the last month and so now  
 23 the diocese is taking steps to deal with that.

24  
 25 **CHAIR VAN NATTA** – So there is going to be testing to see if there is any  
 26 contamination?

27  
 28 **APPLICANT LORD** – Absolutely, yes ma'am

29  
 30 **COMMISSIONER LOWELL** – And those tanks; are they in one of these five  
 31 parcels that being merged?

32  
 33 **APPLICANT LORD** – They are gone now

34  
 35 **COMMISSIONER LOWELL** – Is that affecting one of these five parcels here or is  
 36 it on another adjacent property that is not part of this?

37  
 38 **APPLICANT LORD** – It is on one of those parcels, yes

39  
 40 **SPEAKER MYRON** – Good evening Commissioners. My name is David Myron.  
 41 I'm the Director for Construction Real Estate for the diocese. Yeah we had  
 42 purchased the property and I'll show you. It is the last parcel right here. We  
 43 purchased it in 2007 and when we purchased the property we actually had done  
 44 a search with the... no we'd actually done a search to see if there was any  
 45 environmental... we didn't do a phase one, but we do a search through the  
 46 County and it came back that there was no hazardous waste or anything on the

1 property. Myself; the diocese just found out about a week ago when one of the  
 2 parishioners told us that in fact that were two tanks there that were removed and  
 3 they were removed we think back in 2011, so immediately we hired a company  
 4 EIE to do a study for us; to do a phase one and we're sure we are going to do a  
 5 phase two because we know that they are going to come back that there were  
 6 tanks there, so we are in the process of doing that right now, so we don't know  
 7 where the tanks were taken. We don't know where they we taken to, so we  
 8 following up with that right now.

9  
 10 **CHAIR VAN NATTA** - Is that going to affect any of the phase one  
 11 improvements.

12  
 13 **SPEAKER MYRON** – Well it won't because if there has to be a cleanup we'll  
 14 take care of that immediately, so we are going to address this immediately. So  
 15 they'll do the phase one and then from there they'll say yeah there were tanks  
 16 and so we'll do phase two which we'll do a sampling in that area and then if there  
 17 is immediately we'll cleanup. So we are acting on this right away. We're not  
 18 waiting for any phasing to happen. This will be an immediate action.

19  
 20 **CHAIR VAN NATTA** – Okay but my question is that's...yeah

21  
 22 **VICE CHAIR GIBA** – Is it conditioned already; this issue... is it part of the  
 23 conditioning?

24  
 25 **COMMISSIONER LOWELL** – And does that affect CEQA in any way, shape or  
 26 form?

27  
 28 **INTERIM PLANNING OFFICIAL ORMSBY** – Yeah I'll address that. Right now it  
 29 is not conditioned. We would need to add a condition of approval in regard to it.  
 30 In terms of CEQA, based on our analysis and our research for the State and  
 31 Federal data bases, it is not a designated site at this time and so based on our  
 32 research and the information we had in putting it into the Initial Study, you know  
 33 our conclusion we feel is accurate that there would not be a significant impact in  
 34 terms of hazardous material. So right now we don't really have any evident other  
 35 than the photos of the tank, which I think we received for the first time today, so  
 36 that is why we didn't put something into the conditions on it. But I think there  
 37 would definitely need to be a condition of approval, although I think what we've  
 38 done with CEQA is still adequate.

39  
 40 **CHAIR VAN NATTA** – So the reason it was not addressed and it was not in our  
 41 report was you didn't think it was significant?

42  
 43 **INTERIM PLANNING OFFICIAL ORMSBY** – We didn't actually have any  
 44 evidence of the tanks other than I believe that people had mentioned it in a  
 45 meeting verbally, but we didn't have any photos of it until we received the latest  
 46 correspondence, which I believe we received today with regard to photos.



1 **VICE CHAIR GIBA** – If Mr. Bleckert hadn't told us about it, would you have said  
2 something to us?

3  
4 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Well  
5 no Vice Chair, if we don't know about something, how can we tell you about it?  
6

7 **CHAIR VAN NATTA** – But you knew it before the meeting tonight  
8

9 **VICE CHAIR GIBA** – Before this meeting?  
10

11 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – But  
12 you did too because we provided Mr. Bleckert's letter, which included the photos  
13 that we had. But regardless I think the idea is you could add it as a condition of  
14 approval, but it is by force of law they to have it address regardless of what the  
15 conditions say. So you could put in a condition kind of as a...  
16

17 **CHAIR VAN NATTA** – But it is going to be conditioned anyway whether we put it  
18 in there or not is what you are saying?  
19

20 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – It is  
21 going to be required regardless because it is a legal issue related to the removal  
22 of existing tanks, so it is kind of parallel but unrelated to this application, but  
23 certainly if you want to put a condition of approval that it has to be addressed  
24 prior to construction of phase one, that would certainly be possible.  
25

26 **CHAIR VAN NATTA** – The thing is it doesn't have to be in here for it still have to  
27 be addressed. It is still going to have to be addressed before they do anything  
28 with that land?  
29

30 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** –  
31 Correct  
32

33 **SPEAKER MYRON** – We're moving on this rapidly. Again myself, I just found  
34 out I think last Friday or the Friday before that and we've already contracted with  
35 a company that has been out to the site to do the phase one, so there was no  
36 documentation of it, the County didn't have anything and the City has nothing of  
37 it. Good will parishioners decided they were going to take of this without letting  
38 anybody know and so as soon as we found out we've acted on this.  
39

40 **COMMISSIONER LOWELL** – So now this is public knowledge and the phase  
41 one report is being drawn up, are there steps involved now or fail safes involved  
42 that this has to be taken care of regardless of whether this project goes forward?  
43

44 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yes  
45

1 **COMMISSIONER LOWELL** – I love those answers. Yes, perfect, so it is kind of  
2 a moot point now. It is going to be take care of regardless of this project.

3  
4 **APPLICANT LORD** – When completed, we can provide you with the documents  
5 that say it has been done. We can give that to Staff.

6  
7 **COMMISSIONER LOWELL** – I would appreciate that.

8  
9 **CHAIR VAN NATTA** – Any other comments or responses?

10  
11 **SPEAKER MYRON** – I would just like to comment on as far as the project itself,  
12 Bennet had explained that the parish has been working on this for about three  
13 and half years and during that three and a half years, just coming to this final part  
14 here, we have about 182 conditions. Now myself I work with all Riverside and  
15 San Bernardino Counties. We have different parishes; about 92 parishes. This  
16 is by far the most conditions in any project I have ever seen and we are agreeing  
17 to those. We are agreeing to all those conditions. Many of the conditions,  
18 especially the water on St. Christopher Lane was not created by the parish. That  
19 is a problem through design that we are taking care of and we are taking care of  
20 that in phase one and we are trying to alleviate all the water problems there and  
21 all of the analysis has gone through Staff reports. The basin itself well exceeds  
22 what would be normally be required, so we are trying to address those things to  
23 be good neighbors to the people on St. Christopher Lane.

24  
25 We've also been trying to work with them as I said through meetings and trying to  
26 set up you know how we can either do the permit parking and we'll continue to do  
27 that, because we know that is an issue. We know that it is an issue with parking  
28 on vacant lots and we've told the people they have to park you know where they  
29 can on the streets where it is legal to park. So we do address those issues. We  
30 have that problem in a lot of parishes because we are so highly impacted, but we  
31 try to address the issues as best we can. As far as the parking, we address it as  
32 far as the codes and try to exceed where we can, so all the concerns that you  
33 have said, we understand that and we want to be good neighbors and we are  
34 trying to address those as far as seating and all those issues.

35  
36 **COMMISSIONER LOWELL** – I have a couple of questions for you too while you  
37 are still up there. I was looking at the architectural site plan and I noticed that  
38 during this meeting that there is a proposed parish hall being proposed in the  
39 northwest corner of the lot. Wouldn't it be a better layout if you put it in the  
40 southwest corner to eliminate that parking lot to have two driveways on  
41 Christopher Lane and three on Cottonwood as opposed to the other way around,  
42 putting the most traffic on the larger street?

43  
44 **APPLICANT LORD** – Yes, this particular driveway; the one that gets closed  
45 off... actually this one gets moved over and there are essentially...

1 **COMMISSIONER LOWELL** – Correct, but there is only going to be two on  
2 Cottonwood.

3  
4 **APPLICANT LORD** – Right because this one currently is in only, because at the  
5 moment if this used; unfortunately it gets in the way of stacking of the other two  
6 driveways and in the final build out, what we have created are some longer  
7 drives, which makes better stacking space, which makes better parking  
8 alleviation and having a driveway so close to a corner is really a conflict and  
9 engineers just don't like it when they are that close.

10  
11 **COMMISSIONER LOWELL** – But there is one parking that just stands by itself  
12 that only has one inlet and one outlet. Wouldn't it be a better design or layout if  
13 the building that is proposed on the northwest be rotated and put in place of that  
14 parking lot, so St. Christopher would only have two driveways? It is kind of...  
15 yeah, it would make the neighbors on that street have less traffic by default  
16 because there would be no access.

17  
18 **APPLICANT LORD** – You know that is one of the scenarios that we looked at  
19 long ago, but when we take down this building and put the new one in; actually  
20 we're going to create an emphasis on the corner and the idea is to create a big  
21 gathering space in between the buildings rather than off to the side, where you  
22 do get the fellowship; where you do get the connection between the two  
23 structures. When it is isolated here and the front door is there and what happens  
24 after mass, everybody runs for their cars and if we can create more of a social  
25 aspect, traffic exits on a more predictable and less frantic basis. There is less  
26 congestion and we would prefer it in the corner. One is a marker of the parish  
27 itself and then two, to create a big social space in between the for a big gathering  
28 space.

29  
30 **COMMISSIONER LOWELL** – So we're having a gathering space to overlap  
31 between services, so we have more people being in attendance an issue?

32  
33 **APPLICANT LORD** – It doesn't happen that way. It's just what is most  
34 accommodating or perhaps is when there is a wedding or when there is a funeral  
35 and you are going to have the reception in the hall afterwards, this makes that  
36 comfortable transition space where you are not crossing cars. You are actually  
37 going in between the spaces comfortably, so we try to link them up on a campus  
38 basis and then the parking becomes less important in terms of the overall  
39 circulation. This is a nice little lot that will support on a daily basis the  
40 administrative end of things, so to us it made sense to be an isolated element  
41 that would serve that day to day to function.

42  
43 **COMMISSIONER LOWELL** – Okay

44  
45 **APPLICANT LORD** – Thank you  
46

1 **CHAIR VAN NATTA** – This closes our Public Comment portion of the meeting  
 2 and at this point we are going to into Commissioner Discussion. You can be  
 3 last; okay?

4  
 5 **VICE CHAIR GIBA** – Okay Meli

6  
 7 **COMMISSIONER SIMS** – Okay, I will start this off then. I just want to say I  
 8 applaud the St. Christopher’s leadership to deal with... it sounds like there hasn’t  
 9 been a lot of improvements being kind of developed over time and the sanctuary  
 10 and then you’ve kind of picked off buildings and property as it cobbled together  
 11 what you have today, so I do applaud the efforts to deal with the drainage issue.  
 12 I think that is part and parcel that comes with improving the property. I am  
 13 concerned though about... and I also applaud trying to work on dealing on  
 14 improving the traffic circulation on Cottonwood and Perris. I’m not a Traffic  
 15 Engineer but a Civil Engineer and not a Traffic Engineer, so you’ve got to trust  
 16 the recommendation are the best that would be available to mitigate the traffic  
 17 situation that is there, but I am concerned about the lack of parking, but I do  
 18 understand that it is what it is; that the current code has allowed this to happen,  
 19 so we have an illegal but compliant... is that the term?  
 20

21 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – No it  
 22 would be the code that was in place was in 1984, but as we’ve gone through this  
 23 discussion, even it was coming in today...  
 24

25 **COMMISSIONER SIMS** – Brian helped me out... it is legal but not compliant. Is  
 26 that what we are saying?  
 27

28 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Well I  
 29 think... we don’t have the calculation of the pew lengths but based on the square  
 30 footage that came if it came today it would be compliant. Through this whole  
 31 discussion we’ve had tonight, we’ve run new calculations and it actually does  
 32 meet it as far as using only one building at a time. What appears to happen now,  
 33 they are using more than one building.  
 34

35 **COMMISSIONER SIMS** – Okay I guess my think is I’m trying to get my head  
 36 wrapped around all of this and keep my eye on the ball. I understand the Staff  
 37 Report. We’re not adding occupancy or capacity to any of the approvals of any  
 38 of these recommendations. They are just improving the facility to make it more  
 39 user friendly for the parishioners. I get that, so there is no trigger in any of the  
 40 actions of these requests for approvals to trigger a condition to say no, you need  
 41 to go do 300 new spaces or something like that. I get that, so having said all  
 42 that, I like the idea there are improvements for the drainage. I like that it will be  
 43 an upgrade for the neighborhood.  
 44  
 45

1 My personal sticking point in this is no good deed goes unpunished type of rule.  
 2 I see the good that is trying to be done here. It still sticks with me though that the  
 3 phasing is inappropriate for what we have here to deal with the neighborhood  
 4 concerns and that all boundary conditions should be in phase one. There can be  
 5 discretion in how to spend money on building improvements internally with the  
 6 facility. I think there is a co-existing use with residential and with the church so  
 7 that if the church is going to proceed forward and it probably will be there forever  
 8 and ever. It is not probably going to go away at any time in the foreseeable  
 9 future, so I would suggest the church do a good deed, revise their phasing to  
 10 accommodate all the improvements including the easterly wall; make that  
 11 improvement and get that done; do the drainage and the street traffic things and  
 12 then start working internally.

13  
 14 A couple of technical questions that I had for Staff was on this phasing is there a  
 15 way to if that is a financially not feasible, is there a way to condition or require  
 16 bonding for some of these improvements, because there is a tract map that is  
 17 being approved with this. Why couldn't if like there is the wall... well bonding  
 18 would only be for the public improvements, so at a minimum I would expect  
 19 everything that was in the public right-of-way that is a public improvement would  
 20 have to bonded for with the first phase at a minimum; better would be it all  
 21 constructed and the other thing that I would request also is that I'm suggesting a  
 22 continuance to allow these people to come back and kind of get a sense. I'm  
 23 sure my fellow Commissioners will have other things to talk about... is to come  
 24 back with more of a specific schedule for when these improvements will be... If  
 25 there was bonding it would encourage them because it would cost them a bond  
 26 premium every year to keep that in place, so it gives them some incentive to  
 27 move and not just not do it. Anyhow, those are my comments. Thank you.

28  
 29 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Oh  
 30 just to answer your question. Phase one I think includes all the perimeter  
 31 improvements except for the bus bay and the easterly wall and the raised  
 32 median, so were you anticipating all those or just the easterly wall?

33  
 34 **COMMISSIONER SIMS** – I would do every one of those. I would do all of the  
 35 east wall. I'd do the median. I would do everything. Right away there should be  
 36 a standing good neighborly effort to say yeah... we're not going to... we already  
 37 have...there is a pre-existing... if not approving this today is not going to stop the  
 38 200 cars that park on Cottonwood in the dirt thing. That is an enforcement thing  
 39 or something that the property owner gets tired of having trash on his property or  
 40 what not. They can come and deal with that; put up a fence around the property  
 41 or do something. Anyhow we're not going to fix that problem with anything we  
 42 are doing here today. I'm just saying if there is a problem the church should  
 43 recognize it. The first thing they should try to do is to mitigate that.

44  
 45 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Right  
 46 so if all those... offsite improvements can be bonded for but if they are

1 constructed obviously there is not a need necessarily for bonding but I'll defer to  
 2 Clement to answer exactly how that is done. So offsite improvements there can  
 3 be a bond or there can be construction, but the assumption with whatever you  
 4 include in phase one is that it will be actually be constructed prior to occupancy; it  
 5 will actually be there. That is the assumption that all the improvements in phase  
 6 one will be there. If they are not there, there is certainly the potential, but we  
 7 really use it very sparingly and for very short periods for somebody to get a  
 8 temporary Certificate of Occupancy based on bonding, so it can be done. We  
 9 can work with the church.

10  
 11 If at the time of Certificate of Occupancy and they are not quite there so that can  
 12 be done, that is just the way construction operates already, so there is not  
 13 special conditions that are required for that. The onsite wall; we don't really have  
 14 a way... the only bonds we've done for onsite improvements is a cash bond, so  
 15 that obviously makes more sense just to build it then to provide a cash bond,  
 16 because that is very expensive, but certainly that is still an option. So I think the  
 17 main thing is if you want to require those things, that is something that the parish  
 18 would have to consider if they would accept those conditions and whether that  
 19 requires a continuance or they are willing to do that tonight. That is a question  
 20 for them.

21  
 22 **COMMISSIONER SIMS** – Yeah I get the sense in the phasing that a portion of  
 23 the 600 feet of the easterly wall is already conditioned in phase one. I don't know  
 24 how many linear feet that is, so if somebody could...

25  
 26 **ASSOCIATE PLANNER DESCOTEAUX** – It's 200

27  
 28 **COMMISSIONER SIMS** – So 200, so you are looking at tripling the cost of that  
 29 wall. I'm not talking about dollars. Dollars are dollars. I get it. So I get that and  
 30 then I'm not sure what the additional costs are for the bus turnout and I'm not as  
 31 concerned about the bus bay myself, but I think the raised median and  
 32 completion of all the street improvements and the drainage and closing off the  
 33 walls seem to be paramount in my; just closing off the boundary and they can  
 34 work internally and do whatever they want.

35  
 36 **COMMISSIONER LOWELL** – I appreciate what the parish and the church is  
 37 doing proposing these improvements. I think it will be marked improvement for  
 38 St. Christopher to put the cul-de-sac in. I think the detention basin or retention  
 39 basin will eliminate any concerns that the residents have concerning the flooding.  
 40 I do have major concerns about the parking issue as everybody around here  
 41 does. Parking is just outrageous. I drive Cottonwood on the weekends going to  
 42 and from my family's houses and it is a nightmare driving that street, so anything  
 43 the church can do to help to reduce traffic or improve the parking would be  
 44 greatly appreciated. We were talking earlier about the Conditional Use Permit  
 45 about allowing one building to be occupied or used at a time, however, about 10  
 46 or 15 minutes ago when we were talking to the Applicant, they were saying that

1 there is a parish hall that they encourage the people attending the church to go  
 2 from the sermon to the parish hall to kind of hang out and congregate, but I'm  
 3 assuming and I believe they'll be hanging out longer than the couple of hours  
 4 between services, so I have a feeling there is going to be some overlap between  
 5 service A and service B or service 1 through service 9. It seems that the intent of  
 6 the Conditional Use Permit will eliminate the problem, but the implementation of  
 7 the permit might be difficult and the parking situation is only going to get worse.

8  
 9 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yeah  
 10 the Applicant can probably clarify that, but I understood that to be when they  
 11 what we'd call a special event like a funeral or a wedding where they are in  
 12 essence renting both sides. You'd go to the service and then you'd go to the  
 13 after or the reception and it is in fact the same people at different times of the  
 14 day, so obviously that in essence they would be occupying one building and then  
 15 occupying another building, so they wouldn't be occupying both buildings at the  
 16 same time. That is the intent of our condition. There is always a practical issue.

17  
 18 **COMMISSIONER LOWELL** – There was a couple of other things that I had  
 19 questions on. One of the public commenters; Eugene; he mentioned that in his  
 20 closing statement that there is going to be a sidewalk proposed on the northerly  
 21 side of Cottonwood, but I don't see that anywhere here.

22  
 23 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – He  
 24 can clarify but I think he meant on the north side of their property.

25  
 26 **COMMISSIONER LOWELL** – Just double checking because that would be a  
 27 marked improvement but I didn't see that anywhere. I had comments about the  
 28 infiltration rate of the basin. Will that in fact draw down in 48 hours? Do we know  
 29 what the infiltration rate is?

30  
 31 **LAND DEVELOPMENT ENGINEER JIMENEZ** – Yes I'd have to look it up but it  
 32 is in the drainage study.

33  
 34 **COMMISSIONER LOWELL** – But the math does work out that it will draw down?

35  
 36 **LAND DEVELOPMENT ENGINEER JIMENEZ** – Yeah according to the  
 37 calculations and there were six test sites; test samples that were taken and the  
 38 average was used as the infiltration rate.

39  
 40 **COMMISSIONER LOWELL** – Yeah were all six of those within the basin or just  
 41 across the whole site?

42  
 43 **LAND DEVELOPMENT ENGINEER JIMENEZ** – Within the whole basin

44  
 45 **COMMISSIONER LOWELL** – Okay and then the tank; they don't draw a CEQA  
 46 problem? I think we addressed that earlier?

1 **INTERIM PLANNING OFFICIAL ORMSBY** – Right, well based on what has  
 2 been placed on the record, we don't feel there would be a need to modify CEQA  
 3 at this point. Basically it is covered through other State and Federal Regulations.  
 4

5 **COMMISSIONER LOWELL** – And there are fail safes involved if something does  
 6 come up and the soil is contaminated they'll have to fixed regardless of this  
 7 project?  
 8

9 **INTERIM PLANNING OFFICIAL ORMSBY** – That's correct  
 10

11 **COMMISSIONER LOWELL** – That was pretty much it. I appreciate it. Thank  
 12 you very much.  
 13

14 **COMMISSIONER BAKER** – This is a monumental project. I was doing some  
 15 figures on the total square footage when this builds out. It is 60,187 square feet;  
 16 all the buildings. That's a bunch of square footage, but the parking concerns me  
 17 a lot and I don't know... I wish I had the magic potion in my back pocket. I guess  
 18 there is no chance of buying that property across the street and dedicate that  
 19 as... you know the one they're using illegally and that takes money too, so I think  
 20 the drainage deal, we've probably got that resolved. It is just the parking deal  
 21 that really bothers me a lot. I don't know how to get around that to be honest  
 22 with you. It is a big facility. When it builds it is going to be over 60,000 square  
 23 feet of buildings there to deal with. That's all I've got on it.  
 24

25 **VICE CHAIR GIBA** – I think we've pretty much beat his one up pretty much the  
 26 same way I've come out. That's why I've been sitting here quietly listening to  
 27 what everyone had to say. I appreciate exactly what they said. It is wonderful  
 28 and it is marvelous the church is growing. Churches also have to think ahead of  
 29 the community that they are in. If you are already parking on these lots on the  
 30 outside, it appears to me that you already have exceeded your parking capability  
 31 on that site. That is a big problem to me also. Brian mentioned and it was the  
 32 same thing I was looking at. It almost looks as if you are sacrificing St.  
 33 Christopher Lane at the expense of Cottonwood with three entrances and exits  
 34 versus Cottonwood and those folks are already impacted tremendously by the  
 35 traffic coming in and out. Parking and the traffic. I get it.  
 36

37 You are doing a marvelous job trying to work as good neighbors but here is my  
 38 concern. You may have already exceeded the capacity of the property that you  
 39 are sitting on and it may be that what you are trying to do exceeds the ability of  
 40 the property that you have to do it. You may have to reconsider; at least  
 41 something that I would think, that maybe everything you want to do here at this  
 42 site is not necessarily what you can do or should do. I know there are lots of  
 43 other churches around Riverside County and eventually what they do when  
 44 they've exceeded their area of their parking and everything; they acquire new  
 45 land or they have satellite campuses or they build entirely new sanctuaries and  
 46 so I am concerned and I didn't do the square footage, but when Commissioner



1 Ray just did that, now it really makes me think. You already have exceeded what  
 2 you have and I applaud for all the rest and I know there are concerns about the  
 3 drainage and this catch basin, I have to defer to my more knowledgeable  
 4 colleagues that if this is really going to work, it is a good plus for the residents in  
 5 the area that is true. We have a problem with your parking and we have a  
 6 problem with the streets and St. Christopher Lane and I've never seen and I've  
 7 been here now for over two years and I have never seen this many people turn to  
 8 say I'm concerned about something. When I see that, then I see concern about  
 9 something, so you've already said all the... they've already said pretty much the  
 10 rest. I'm concerned about the amount of traffic, the amount of parking. You've  
 11 got nine services and you are still exceeding your parking capacity. I think that is  
 12 something that you really need to look at. That's all I have to say.

13  
 14 **CHAIR VAN NATTA** – I'm going to say something a little different. You guys  
 15 already said all the negative stuff. I'm looking at this and I'm thinking when you  
 16 are looking at it in terms of first do no harm and improve what you can and so  
 17 forth, the church is already there. There is already a problem with parking.  
 18 There is already a problem with the street flooding and with the people parking  
 19 where they shouldn't and the trash and everything else like that and I'm looking  
 20 at this in terms of you can make all the plans for all the phases that you want.  
 21 The only phase that we are looking at right now that we know could be  
 22 completed is going to be completed is phase one. You may never get to phase  
 23 two. You may never get to three, four or five. I mean I've seen a lot of plans.

24  
 25 Even the church that I go to, there is you know plans for how we're going to  
 26 develop the entire campus there and what they're going to put where and where  
 27 the gymnasium is going to go and where this is going to go and all that kind of  
 28 stuff. It doesn't mean it is going to get done. I think what we have to be careful  
 29 about as Planning Commissioners is looking at this in terms of that there are  
 30 deep pockets that of course you can do all of these things in the first phase  
 31 because after all look at how many people go there. When you are looking at a  
 32 church as opposed to a commercial establishment people don't necessarily buy a  
 33 ticket to walk in the door. There a lot of people who are being served by the  
 34 parish. A lot of people are going there to worship that maybe don't have the  
 35 money to contribute towards the upkeep and the expenses and so forth. If they  
 36 are struggling financially like a lot of people still are, you know what are they  
 37 going to do, make their contribution to the church or buy milk for the kids. You  
 38 know it doesn't necessarily mean that because there is a lot of people there, that  
 39 there are a lot of funds available to do it.

40  
 41 What I see here, just looking at phase one, is something that is a definite  
 42 improvement over what they have now, without adding to the capacity of the  
 43 number of people that are there. Phase one all on its own is going to take care  
 44 of a lot of the problems on St. Christopher Street. It is going to take care of a lot  
 45 of the perimeter problems. It is going to take care of the retention basin which is  
 46 going to eliminate the flooding problem. There is a lot of improvements there that

1 without adding a single parking spot, although I'd love to see more parking and I  
2 think they really, really need it, there is a point at which the sheer volume of  
3 people starts to constrict the growth. When people want to go to church and they  
4 can't find a parking space, there is going to be a certain number of people that  
5 start thinking well maybe I should go across town to the other church or maybe I  
6 should go to Perris and as was mentioned earlier, there are plans for expansions  
7 at other churches in the area and maybe some of these people will start going  
8 there.

9  
10 At some point the pressure of the number of people and the amount of parking and  
11 everything like that is going to be somewhat self-limiting on its own, but what  
12 we're looking at since we are not increasing the capacity of the seating and so  
13 forth in phase number one here and it is doing a tremendous amount of  
14 improvements to the property, I think we should let it go ahead the way it is. It is  
15 not like they just walked in here with a plan and slapped it down in front of us.  
16 This is something that has been going through the process for a long time. It's  
17 had the Traffic Studies and the Engineering Studies and the soil studies and you  
18 know all these other studies done on it. We can't sit here as much as we'd like to  
19 and say because we saw that there is a problem with the parking, we want you to  
20 have more parking than what would be required of any other building under the  
21 code, unless we change the code and say okay now we're going to change the  
22 code and we are going to require this much parking for this much square footage.  
23 If the square footage; if it meets the codes and they've met the code, you know  
24 then yes parking is going to be a problem. It is not going to be more of a problem  
25 than it already is and if they address the concerns on St. Christopher Lane; they  
26 are going to eliminate the flooding problems; they are going to eliminate the  
27 parking problems there.

28  
29 The rest of it comes down to the leadership at the church addressing the other  
30 problems that come out of just having a lot of people there. You have people  
31 who are going to park illegally. That should be dealt with by the church, by the  
32 leadership, with their own parishioners and should be policed that way. You  
33 mentioned the big church that you go to. I've been there too and they have  
34 people out there directing traffic, showing people where to park, and patrolling  
35 the parking areas and everything else like that. There is no reason why any  
36 church couldn't do the same. If you have a parking problem, address it. That  
37 can be an internal issue that can be addressed. Who is it affecting more than  
38 anyone else... not just the people out in the neighborhood, but the parishioners,  
39 the reputation of the church, the reputation within the neighborhood and  
40 everything else like that? If I sound like I'm preaching a little bit, I guess maybe I  
41 am. But I think the project itself is a good one and well thought out with as most  
42 efficient use of the land that is available. If it gets to the point where that is not  
43 enough land, that is going to be a decision of that church or the diocese or  
44 whoever makes the decision to say we either buy more land, trade off with the  
45 City yard and buy them something someplace else, buy the land across the

1 street for additional parking or we move to someplace where there is more room  
2 or whatever it is.

3  
4 Actually that is probably one of the least attractive options for this particular  
5 church because it is located in the center of town where there is a lot of people  
6 who go that probably find it difficult to go across town. There are a lot of people  
7 who go there who walk because they live in the neighborhoods nearby, so  
8 anyway I think the control of the population, the control of the people who are  
9 members of that parish, should rest with the church leadership and I think this is  
10 an improvement on what is currently there and should be approved. Are there  
11 any other comments? Are we ready to make a motion and take a vote?  
12

13 **COMMISSIONER LOWELL** – I did have one question really quick just to John;  
14 just two seconds. If we approve tonight; that's phase one, then phase two, three,  
15 four and five still have to come back for further review; correct?  
16

17 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Well if  
18 you approve the project as proposed you are approving all the phases, but there  
19 are no buildings actually...there is only footprints, so the buildings would come  
20 back. Under the current set of conditions of approval they would be reviewed at  
21 Staff level, so that would be a change in the conditions if you wanted them  
22 physically to come back to you, but the Master Plan tonight is all the phases as it  
23 is currently proposed.  
24

25 **COMMISSIONER LOWELL** – Thank you  
26

27 **CHAIR VAN NATTA** – And if it is going to change for some reason as they go  
28 along and their plans morph and there is going to be something different, then  
29 that might need to come back for an approval?  
30

31 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yes,  
32 when Master Plans... it has happened in shopping centers a lot more than  
33 churches, but it has happened in churches also. When they fundamentally  
34 change it; you know they move buildings from one end to the other; they increase  
35 the size of the buildings then that would be something that would need to come  
36 back to the Planning Commission because that is above and beyond what you've  
37 authorized Staff to review.  
38

39 **CHAIR VAN NATTA** – And other than that, everything would have to meet  
40 whatever the building codes are for whatever they are going to put, including  
41 drainage and all that kind of stuff?  
42

43 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Right,  
44 at the time when they do it.  
45

1 **COMMISSIONER SIMS** – I have a little difficult time... I agree with the improved  
 2 project with phase one is a good project. I do have an issue approving the  
 3 conditions as recommended in the absence of bonding for all public  
 4 improvements in all phases. I think we've heard enough complaints from the  
 5 area residents around this that there is recognized problems here with the traffic,  
 6 the parking and the what-not; the drainage and we need to have some hook to  
 7 require that there is bonding for all public improvements with all the phases.

8  
 9 **CHAIR VAN NATTA** – Do you not think that the improvements in phase one are  
 10 going to address most of what the residents' concerns were other than the fact  
 11 that there is just too many cars?  
 12

13 **COMMISSIONER SIMS** – I think in phase two when you have improvements on  
 14 Cottonwood where there is going to be median; I think that needs to be done.  
 15 Any of the improvements on public property should be bonded with initial  
 16 bonding. It is just one of those dollars will get spent elsewhere and not get done.  
 17 That is just my... I'm sure people have great intentions at the beginning, but you  
 18 know things come up and so I can't... I don't know what all these conditions are,  
 19 but I would recommend anything that requires work within public right-of-way that  
 20 is an improvement with any of the phases be done with the first phase and  
 21 bonded for.  
 22

23 **VICE CHAIR GIBA** – Can that be made a condition?  
 24

25 **CHAIR VAN NATTA** – I think it takes a really big chunk to include everything that  
 26 is in phase two though, because that is where they are talking about those things  
 27 would not be done until they are building the new parish hall...  
 28

29 **COMMISSIONER LOWELL** – Not everything, just the public improvements  
 30

31 **COMMISSIONER SIMS** – Just the public improvements  
 32

33 **COMMISSIONER LOWELL** – The landscaped median, the bus bay, a couple of  
 34 little odds and ends  
 35

36 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TEREEL** – Yeah I  
 37 guess I've got a question. I'm not quite sure what is gained by bonding for  
 38 something, because basically they would just have to pay the bonding fees for a  
 39 period of time and they would eventually have to come up with the cash to  
 40 actually build it, so...  
 41

42 **VICE CHAIR GIBA** – John, can we add those in as conditions to the first phase;  
 43 you know that they do all those public improvements? I have a hand back there  
 44 so I'm sorry Meli...  
 45

1 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yeah I  
2 think the idea is if you want to have them construct it as part of phase one then  
3 that is something that the Applicant would have to consider.

4  
5 **CHAIR VAN NATTA** – That is going to pretty much stretch out phase one. I  
6 mean it's like you can say let's put phase one and phase two together and that  
7 becomes the new phase one and then it just takes a lot longer to get it done.

8  
9 **APPLICANT LORD** – One of the other improvements that is offsite or a public  
10 improvement includes undergrounding the power on Cottonwood, which is a  
11 huge chunk. That is a half million bucks and we just can't do that in phase one  
12 and it is part and parcel of doing the improvements on Cottonwood, because you  
13 can't... it wouldn't be logical to do one without doing the other and so that is why  
14 we worked with City Staff to incrementally to be able to accomplish each of these  
15 phases in increments that could be affordable. To pile it all on the first phase, it  
16 is going to be a near impossibility. All the money we'd spend on the bond fees  
17 could be put into doing the project and...

18  
19 **CHAIR VAN NATTA** – That was kind of my thought too and I don't know if you  
20 want to throw out the baby with the bath water here by just adding so much  
21 restrictions to it, that they can't move forward with the improvements that the  
22 residents in the area will benefit from, which are the street improvements on St.  
23 Christopher Lane and the retention basin and...

24  
25 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Just  
26 to clarify, the bus bay then requires the undergrounding, so that's where a  
27 relatively small public improvement costs a lot more money than we anticipated  
28 because obviously the undergrounding is much more expensive than the bus  
29 bay. I'm not sure about the median. That is a different issue.

30  
31 **CHAIR VAN NATTA** – I think there was a lot of thought into as he said on how  
32 these were split into the phases to make them steps that could be taken one at a  
33 time, where the entire project would just be too big to bite off all at once.

34  
35 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – I'd  
36 agree because obviously the phase one is primarily offsite improvements even  
37 as it is currently proposed.

38  
39 **CHAIR VAN NATTA** – And it also takes care of the issue that I guess you were  
40 saying something about there was an issue with using a residential property as  
41 office and having to modify that and that was something that the City needed  
42 them to do and that is part of phase one.

43  
44 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – That's  
45 correct

46

1 **VICE CHAIR GIBA** – Is it phase one or two; or what did you say only a partial  
2 wall on the east side?

3  
4 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – That's  
5 correct. It is 200 feet.

6  
7 **VICE CHAIR GIBA** – 200 and I think you said it was 600 feet across there. Is it  
8 possible that that whole east wall could be completed in phase one? Is that a  
9 possibility to satisfy the neighbors concern?

10  
11 **CHAIR VAN NATTA** – Commissioner Giba, I think that was really clarified earlier  
12 when he was saying that if the plans at some point get changed for the final  
13 development in phase four and five on those other buildings that that might  
14 change the placement of that wall.

15  
16 **VICE CHAIR GIBA** – I heard what he said; yeah

17  
18 **COMMISSIONER LOWELL** – Commissioner Van Natta... (Inaudible) take it to a  
19 vote?

20  
21 **CHAIR VAN NATTA** – Yeah let's go ahead and take it to a vote

22  
23 **COMMISSIONER LOWELL** – I would like to place a motion. I'd like to motion to  
24 **APPROVE** Resolution No. 2013-21 and thereby:

- 25  
26 1. **ADOPT** a Negative Declaration for PA13-0002 Tentative Parcel Map  
27 36522 pursuant to the California Environmental Quality Act (CEQA)  
28 Guidelines; and,  
29  
30 2. **APPROVE** PA13-0002 Tentative Parcel Map 36522 subject to the  
31 attached conditions of approval included as Exhibit A.

32  
33 **CHAIR VAN NATTA** – Do we vote on both of them together?

34  
35 **CITY ATTORNEY BRYANT** – You can do them separately

36  
37 **CHAIR VAN NATTA** – Or together... let's just do them all together because it is  
38 all part of the same thing.

39  
40 **COMMISSIONER LOWELL** – Okay then I also recommend **APPROVAL** of  
41 Resolution No. 2013-26 and thereby:

- 42  
43 1. **ADOPT** a Negative Declaration for P12-051 Master Site Plan, Amended  
44 Conditional Use Permit, pursuant to the California Environmental Quality Act  
45 CEQA Guidelines; and,  
46

1           **2. APPROVE** P12-051 Master Site Plan, Amended Conditional Use Permit,  
2           subject to the attached conditions of approval included as Exhibit A.

3  
4  
5           **CHAIR VAN NATTA** – Do we have a second?

6  
7           **CHAIR BAKER** – Second

8  
9           **CHAIR VAN NATTA** – It has been moved and seconded and will this be a voice  
10          call vote?

11  
12          **ASSOCIATE PLANNER DESCOTEAUX** – Could we say as amended with the  
13          revised conditions of approval?

14  
15          **COMMISSIONER LOWELL** – Oh... also to approve the revised conditions of  
16          approval.

17  
18          **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yeah,  
19          as amended is fine.

20  
21          **COMMISSIONER LOWELL** – As amended

22  
23          **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Is that  
24          okay with the second?

25  
26          **COMMISSIONER BAKER** – Yes, second

27  
28          **CHAIR VAN NATTA** – Okay it has been moved and seconded.

29  
30          **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – And it  
31          is up to you. We can do either voice vote or roll call.

32  
33          **CHAIR VAN NATTA** – Let's do a voice vote...excuse me, a roll call vote

34  
35          **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Yes

36  
37          **COMMISSIONER SIMS** – I am going to vote yes... reluctantly on this one. I  
38          think it is inadequately bonded for myself; the conditions.

39  
40          **VICE CHAIR GIBA** – Hesitantly; yes

41  
42          **CHAIR VAN NATTA** – Yes

43  
44          **COMMISSIONER BAKER** – Yes

45  
46          **COMMISSIONER LOWELL** – Yes

1 **CHAIR VAN NATTA** – Okay the motion and can we have a wrap up.

2  
3 **INTERIM PLANNING OFFICIAL ORMSBY** – Yes the approval will be final  
4 unless it is appealed to the City Council within 15 days.

5  
6  
7  
8 **OTHER BUSINESS**

9  
10 **CHAIR VAN NATTA** – Okay do we have any Other Business?

11  
12 **INTERIM PLANNING OFFICIAL ORMSBY** – There is no Other Business.

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15  
16 **ADJOURNMENT**

17  
18 **CHAIR VAN NATTA** – Okay if there is no Other Business then I'll entertain a  
19 motion to adjourn.

20  
21 **COMMISSIONER SIMS** – I'll make that motion.

22  
23 **CHAIR VAN NATTA** – Oh when is our next meeting, that's right; sorry?

24  
25 **INTERIM PLANNING OFFICIAL ORMSBY** – Yes I was going to mention that  
26 under Staff Comments. That was actually the next item, but under Staff  
27 Comments, yes; the next meeting is November 14<sup>th</sup>, 2013. There are three items  
28 currently scheduled. One is the review of the Draft State 60 Highway Corridor  
29 Study. The second is a Special Plan Amendment at Town Gate Specific Plan,  
30 which I mentioned last time which is a very minor amendment to some language  
31 pertaining to housing and then finally an eight lot Tentative Tract Map for Habitat  
32 for Humanity, which had an event today actually out at the site.

33  
34 **CHAIR VAN NATTA** – They had kind of like a ribbon cutting or something today  
35 or some sort of dedication.

36  
37 **INTERIM PLANNING OFFICIAL ORMSBY** – Yes that's correct. That's  
38 concludes Staff's comments.

39  
40 **CHAIR VAN NATTA** – Thank you. We are adjourned.

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46 **SIGNATURE PAGE FOLLOWS:**



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**SIGNATURE PAGE:**

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Chris Ormsby  
Interim Planning Director

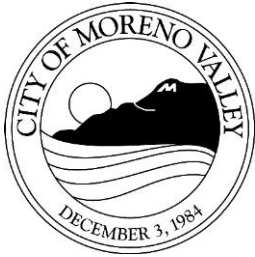
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Approved

\_\_\_\_\_  
Meli Van Natta  
Chair

\_\_\_\_\_  
Date

Attachment: PC Minutes 10-24-13 (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013,



## PLANNING COMMISSION STAFF REPORT

Case: PA13-0002 - Tentative Parcel Map 36522  
P12-051 - Master Site Plan (Amended  
Conditional Use Permit)

Date: October 24, 2013

Applicant: Lord Architecture Inc

Representative: Bennett Lord

Location: SEC Perris/Cottonwood

Proposal: Tentative Parcel Map 36522 to combine 5  
lots into one 9.5 acre parcel and a Master  
Site Plan for current and future expansion  
of the existing church site. The Master  
Site Plan project will be phased into 5  
phases. The site is in the Office (O) and  
Residential 5 (R5) zones.

Recommendation: Approval

### SUMMARY

The applicant, Lord Architecture, Inc has submitted an application for a Tentative Parcel Map 36522 to combine five lots into one 9.5 acres parcel, and a Master Site Plan (Amended Conditional Use Permit) phased into 5 phases for current and future expansion of the existing church site. The site is located in the Office (O) and Residential 5 (R5) zoning districts. The project was continued from the September 26, 2013 at the applicant's request.

**Planning Commission Staff Report  
Page 2**

**PROJECT DESCRIPTION**

**Project**

The project is a Tentative Parcel Map to combine the five parcels into one lot for current and future expansion of the existing church site. In addition, a Master Site Plan (Amended Conditional Use Permit) is proposed to map out the future plans for the site.

**PA13-0002 Tentative Parcel Map 36522**

Tentative Parcel Map 36522 will combine all of the five parcels into one parcel for current and future expansion of the existing church site. There is no development associated with the Tentative Parcel Map.

**P12-051 Master Site Plan (Amended Conditional Use Permit)**

The Master Site Plan provides for 5 phases of development incorporating the existing structures and the construction of additional structures, site improvements and off-site improvements until ultimate build out of the site is complete. The project is conditioned to submit all buildings and site plans for review and approval and any modifications will require a revision to the Master Site Plan. The current plans for the 5 phases are summarized below.

**Phase I**

Phase I will include the new retention basin for storm water runoff, extending St. Christopher Lane to the east with street improvements, renovating the existing single family residence to a meeting room, the construction of a new multi-purpose building, providing new on-site parking, landscape and circulation improvements and off-site improvements to Cottonwood with a new driveway to the northeast.

**Phase 2**

Phase 2 will include the construction of a new multi-purpose parish hall, parking and landscape with off-site improvements to Cottonwood which include a bus bay, and revisions to the existing driveways with a landscape median proposed from St. Christopher Lane to Cottonwood along Perris Boulevard.

**Phase 3**

Phase 3 will remove and replace the old sanctuary/social hall with a new parish administration center with adjacent landscape and site improvements associated with the new structure.

## Planning Commission Staff Report Page 3

### Phase 4

Phase 4 will remove the existing office/school buildings and single family home located on the north portion of the site, construction of two education buildings, parking, sports facilities, and modifications to the retention basin as necessary.

### Phase 5

Phase 5 includes the construction of two new education buildings.

### Site

The existing church site is zoned Office (O) with the two parcels to the east zoned Residential 5 (R5). The site is 5 parcels which will be merged together creating a 9.51 acre parcel on the southeast corner of Perris Boulevard and Cottonwood Avenue. Tentative Parcel Map 36522 is conditioned to be recorded prior to Phase 1.

### Surrounding Area

Properties to the north are zoned Community Commercial (CC), Office Commercial (OC), Residential 10 (R10) and Residential 5 (R5) with several single family homes and vacant land. To the east and west the zoning is R5 with single family to the west and legal non-conforming uses to the east. Properties to the south are RS10 with existing single family residences.

### Access/Parking

Access to the site will be from the existing driveways along Cottonwood Avenue and St. Christopher Lane. The existing easterly driveway on St. Christopher Lane will extend north to Cottonwood Avenue with increased parking in Phase 1. Driveways will be modified per plan with each phase.

Phase 2 street improvements will include a raised median along Perris Boulevard from Saint Christopher Lane to Cottonwood Avenue. The improvement is in line with the ultimate design of a major arterial street. The addition of a median will result in improved Levels of Service (LOS) and improved safety at the intersection. Southbound motorists wishing to turn left onto St. Christopher Lane will be able to go to the Perris Blvd/Bay Ave intersection and make a U-turn. Motorists wishing to go south on Perris Blvd from St. Christopher Lane will be able to go to Perris Blvd/Cottonwood Ave and make a U-turn. A traffic signal at Perris Blvd/St. Christopher Lane would not be an appropriate mitigation due to spacing from the Perris Blvd/Cottonwood Ave intersection. The spacing between the intersections is approximately 500 feet. There would not be enough distance between the signals to provide adequate left turn storage for northbound Perris Blvd at Cottonwood Ave and southbound Perris Blvd at St. Christopher Lane. The left turn queue of vehicles would spill over into the through lanes and block traffic. Furthermore, closely spaced traffic signals result in poor traffic signal synchronization and poor progression through the signals.

**Planning Commission Staff Report  
Page 4**

**Design/Landscaping**

The site will be developed per the approved Master Site Plan with landscaping and parking modified as required per phase.

All buildings will require a separate review and approval for consistency in design, colors and materials.

**REVIEW PROCESS**

The Master Site Plan was submitted April 26, 2012 and the Tentative Parcel Map was submitted January 13, 2013. To date, all relevant issues have been addressed to the satisfaction of all parties.

**ENVIRONMENTAL**

The site is considered an infill development project as the site is mostly developed with existing buildings, parking areas and existing access to Cottonwood Avenue and St. Christopher Lane. A Traffic Impact Study completed for the project determined the proposed project would not change the current traffic conditions however future street improvements will improve Perris Boulevard and maintain the existing traffic conditions on Cottonwood Avenue. The right-in, right-out condition at St. Christopher Lane due to the required median (Phase 2) will improve the safety of this intersection.

An Initial Study was completed with a determination that there will be no significant impacts to the environment from the proposed Tentative Parcel Map and Master Site Plan. Based on the information within the Initial Study, a Negative Declaration was recommended to be prepared. It is expected that the proposed project will not individually or cumulatively have an adverse effect on wildlife resources.

**NOTIFICATION**

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper.

**REVIEW AGENCY COMMENTS**

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

<b><u>Agency</u></b>	<b><u>Response Date</u></b>	<b><u>Comments</u></b>
Riverside County Flood Control	March 12, 2013	No impact to the District Master Drainage Plan. Drainage fees apply.

### **STAFF RECOMMENDATION**

That the Planning Commission **APPROVE** Resolution No. 2013-21 and thereby:

1. **ADOPT** a Negative Declaration for PA13-0002 (Tentative Parcel Map 36522) pursuant to the California Environmental Quality Act (CEQA) Guidelines; and,
2. **APPROVE** PA13-0002 (Tentative Parcel Map 36522) subject to the attached conditions of approval included as Exhibit A, and;

That the Planning Commission **APPROVE** Resolution No. 2013-26 and thereby:

3. **ADOPT** a Negative Declaration for P12-051 (Master Site Plan, Amended Conditional Use Permit) pursuant to the California Environmental Quality Act (CEQA) Guidelines; and,
4. **APPROVE** P12-051 (Master Site Plan, Amended Conditional Use Permit) subject to the attached conditions of approval included as Exhibits A.

Prepared by:

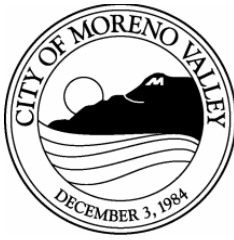
Julia Descoteaux  
Associate Planner

Approved by:

Chris Ormsby, AICP  
Interim Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2013-21 with Conditions of Approval as Attachment A
3. Planning Commission Resolution No. 2013-26 with Conditions of Approval as Attachment A
4. Reduced Plans
5. Zoning Map
6. Ortho Map
7. Initial Study



**INITIAL STUDY/  
ENVIRONMENTAL CHECKLIST FORM  
CITY OF MORENO VALLEY**

1. Project Title: PA13-0002 Tentative Parcel Map 36522  
P12-051 Master Site Plan
2. Lead Agency Name and Address: City of Moreno Valley  
14177 Frederick Street  
Moreno Valley CA 92553
3. Contact Person and Phone Number: Julia Descoteaux, Associate Planner 951-413-3209
4. Project Location: 25075 Cottonwood Avenue  
SEC Perris Boulevard and Cottonwood Avenue  
479-200-003, 479-200-033, 034, 037, 038
5. Project Sponsor's Name and Address: St Christopher Catholic Church  
The Roman Catholic Bishop of San Bernardino  
1201 East Highland Avenue  
San Bernardino, CA 92404
6. General Plan Designation: Residential 5/Office (R/O) and Residential 5 (R5)
7. Zoning: Office (O) and Residential 5 (R5)
8. Description of the Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary)

Tentative Parcel Map 36522 to merge six parcels into one 9.51 acre parcel for the existing and future church operations and a Master Site Plan to plan for future uses and incorporate all of the churches activities onto one site.

The Master Site Plan will be constructed in 5 phases with the additions of 8 buildings and the demolition of 6 existing throughout the phases. Within the phases, the project will modify the existing parking lot and driveways. Street improvements will be completed by Phase 2 which will include improvements along St. Christopher Lane, Cottonwood Avenue and Perris Boulevard. A bus bay will be added along Cottonwood Avenue.

9. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)

Properties to the north are zoned R5 and R10 with existing single family residence in the R5 area and an undeveloped R10 parcel. To the east is Zoned R5 with an existing business directly to the east which is a

legal non-conforming use. Properties to the south are RS10 with existing single family residences. To the west is existing single family zoned R5.

10. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement).  
None



**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below(  ) would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist on the following pages.

<input type="checkbox"/>	Aesthetics	<input type="checkbox"/>	Greenhouse Gas Emissions	<input type="checkbox"/>	Population/Housing
<input type="checkbox"/>	Agricultural Resources	<input type="checkbox"/>	Hazards & Hazardous Materials	<input type="checkbox"/>	Public Services
<input type="checkbox"/>	Air Quality	<input type="checkbox"/>	Hydrology/Water Quality	<input type="checkbox"/>	Recreation
<input type="checkbox"/>	Biological Resources	<input type="checkbox"/>	Land Use/Planning	<input type="checkbox"/>	Transportation/Traffic
<input type="checkbox"/>	Cultural Resources	<input type="checkbox"/>	Mineral Resources	<input type="checkbox"/>	Utilities/Service Systems
<input type="checkbox"/>	Geology/Soils	<input type="checkbox"/>	Noise	<input type="checkbox"/>	Mandatory Findings of Significance

**DETERMINATION:** (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	X
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a “potential significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name For

## EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Potentially Significant Unless Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analysis,” as described in (5) below, may be cross-referenced).
- 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:
  - (a) Earlier Analysis Used. Identify and state where they are available for review.
  - (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - (c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
- 9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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<b>I. AESTHETICS.</b> Would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
The site is generally flat and is a developed site with a church sanctuary, parking and several accessory buildings including two single family residences. There will be no effect on a scenic vista.				
b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?				X
The site is a developed site with no scenic resources on the site. The original church building will be converted to offices in the future.				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X
The site is currently developed.				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	
A large portion of the proposed site is developed. All future buildings and parking areas will be required to be consistent with the City's Municipal Code requirements including the glare restrictions adjacent to residential. Light shields and Municipal Code requirements will mitigate the light and glare.				
<b>II. AGRICULTURE RESOURCES:</b> In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project?				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?				X
The project will not convert Prime Farmland as it is a developed site.				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
There is no existing surrounding agricultural use or sites established under a Williamson Act contract at this site. The site is a mostly developed site.				
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X
There is no immediate surrounding agricultural use.				
<b>III. AIR QUALITY:</b> Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?				X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.				X
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	
(a.through c.) The project is located within the jurisdiction of the South Coast Air Quality Management District. The project is consistent with the General Plan. The project would not obstruct implementation of the South Coast Air Quality Management Plan. The proposed project falls below the threshold of project size identified in the SCAQMD Air Quality Handbook. Threshold Levels for Land Uses. Most of the site is developed.				
d) Expose sensitive receptors to substantial pollutant concentrations?				X
The project will not result in substantial pollutant concentrations, and therefore will not expose people to these concentrations. The nearest sensitive receptors are adjacent existing single-family residences located to the north and south. During construction, the project must comply with Rule 403 of the South Coast Air Quality Management District (SCAQMD). Rule 403 includes numerous provisions and requirements regarding dust control during construction. SCAQMD enforces their rules pertaining to dust impacts.				
e) Create objectionable odors affecting a substantial number of people?				X
The proposed project would not create any source of objectionable odors affecting other people.				
<b>IV. BIOLOGICAL RESOURCES.</b> Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?				
There were no blue line streams or riparian vegetation noted on the site or any USGS Maps reviewed. The site was free from any standing water. The parcel is considered an infill development project, with development occurring on and surrounding the site. The 9.51 acres is mostly developed with multiple buildings including a church sanctuary, two houses and several buildings for church related services. A small portion of the site, 1.26 acres has no structures but has been used as overflow asphalt parking.				
b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Wildlife Service?				X
Based on the site visit, no major riparian habitat or other sensitive community was found on the site. The site was free from standing water or condensed riparian vegetation that could warrant a habitat area for sensitive or endangered species. It is not anticipated that the proposed parcel map would have a substantially adverse effect on existing land use conditions on the site.				
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
The project would not have a substantial adverse effect on federally protected wetlands. The site is mostly developed.				
d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
(d. and e.) The proposed project will not conflict with any General Plan or local policies pertaining to the protection of biological resources. The project site is an infill location well removed from hillsides and the San Jacinto Preserve areas that are the focus of local biological resources preservation programs. The project site is an infill location in an urban setting. The project is consistent with the goals and objectives of the General Plan and the Municipal Code related to the commercial land use designation.				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?				X
The proposed project will not conflict with the Stephen's Kangaroo Rat Habitat Conservation Plan (SKR HCP) pertaining to the protection of biological resources or any other known local, regional or state habitat conservation plans. If not previously paid on the undeveloped parcel, the SKR Habitat plan will require a fee of \$500.00 per acre to be paid by the developer to assist in setting aside established protection areas for said habitat. The project site is within the plan area for the Western Riverside Multiple Species Habitat conservation Plan (MSHCP). The project is outside the plan Criteria Area, does not support riparian resources and is not within the special survey areas designated under the plan for narrow endemic plants, small mammals or amphibians. The proposed project will not conflict with the Riverside County Multi-species plan that was recently adopted. If applicable, Multi-species mitigation fees in affect will be collected prior to building permit issuance and support existing MSHCP conservation and management programs.				
<b>V. CULTURAL RESOURCES.</b> Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resources pursuant to Section 15064.5?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
(a.through c.) Based on the review of the Cultural Resources Inventory for the City of Moreno Valley (October 1987), there are no known archaeological resources on the site nor is the site of historical resources. There are no known paleontological or unique geological features on the site.				
d) Disturb any human remains, including those interred outside of formal cemeteries?				X
There is no known location of archaeological resources or human remains on the site. The standard condition of approval of any future development proposed for the site would be the requirement of work on the project to be terminated in the event that human remains are found on the site.				
<b>VI. GEOLOGY AND SOILS.</b> Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				

Attachment: Initial Study (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
The site is not within an Alquist-Priolo zone or other designated vault hazard zone.				
(ii) Strong seismic ground shaking?			X	
The nearest fault system is the San Jacinto fault system, which lies over 3 miles east of the site. The San Andreas fault is more than 25 miles from the site. The active Sierra Madre and San Gabriel fault zones lie roughly 35 and 40 miles respectively to the northwest of the site. The active Elsinore and Newport-Inglewood fault zones lie approximately 20 and 45 miles respectively to the southwest of the site. This faulting is not considered a significant constraint to development on the site with use of development codes.				
(iii) Seismic-related ground failure, including liquefaction?				X
It is anticipated that there will be a low chance of significant impact from surface fault rupture, seismic ground shaking or ground failure.				
(iv) Landslides?				X
Since the site is generally flat, there is no potential hazard related to landslides.				
(b) Result in substantial soil erosion or the loss of topsoil?			X	
In the construction phase of development, exposed soils on the project site may be prone to erosion as a result of exposure to both wind and rain. Established regulatory programs of the South Coast Air Quality Management District (SCAQMD) and the California Regional Water Quality Control Board require implementation of known best management practices during construction. This issue will be addressed as part of standard construction of any proposed project, with such measures as watering to reduce dust and sandbagging, if required, during rainy periods. The Stormwater Pollution Prevention Plan required for compliance with RWQCB regulations details the applicable measure, the location of the application, and the responsibility for monitoring and maintenance of control plans are implemented during construction and that erosion impact during project construction are less than significant. Once completed, the buildings, paving, landscaping and any water quality basins that will occupy the site will establish a condition presenting negligible potential for soil erosion.				
(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
(c.through d.) According to the information developed as part of the City's General Plan, the project site is not known to be exposed to any unstable geologic or soil conditions. Standard building code requirements establish standards for investigation of potentially stability hazards and engineering design to address any identified stability issues. Established City procedures for plan check, permit issuance, and building inspection ensure incorporation of engineering recommendations in project design.				
(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
The proposed project will be served by the regional sewer system serviced by Eastern Municipal Water District.				
<b>VII. GREENHOUSE GAS EMISSIONS.</b> Would this project?				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
The project is not expected to change existing traffic and therefore greenhouse gas emissions are not expected to change. In future construction, greenhouse gas will result primarily from fuel used in construction equipment which is expected to be below the South Coast Air Quality Management District thresholds.				
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	
The proposed project would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases. The City does not currently have an adopted plan.				
<b>VIII. HAZARDS AND HAZARDOUS MATERIALS.</b> Would the project?				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?				X
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
materials into the environment?				
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
(a.through c.) The proposed project will not involve the routine transport, use or disposal of hazardous materials. The proposed project will not create a significant hazard to the public or the environment through the routine transport, or use or disposal of hazardous materials. Since the project will not involve the routine transport, use or disposal of hazardous material, there will not be the potential for significant hazard to the public or environment.				
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				X
The site is not located on a list of hazardous material sites compiled pursuant to Government Code Section 65962.54.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
The site is not within an airport land use plan.				
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
There are no private airstrips within the City of Moreno Valley.				
g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X
(g and h) The proposed project would not have any direct effect on an adopted emergency response plan, or emergency evacuation plan. The City has an adopted Hazardous Waste Management Plan (January 1991) as part of its General Plan, which addresses emergency response pertaining to hazardous materials. The City's emergency plans are also consistent with the General Plan. Since the proposed project is consistent with the General Plan, the proposed project would not be in conflict in any way with the emergency response or emergency evacuation plans.				
<b>IX. HYDROLOGY AND WATER QUALITY.</b> Would the project:				
a) Violate any water quality standards or waste discharge requirements?				X
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
(a and b) The project will have a negligible effect on groundwater supply. The future projects will create more impervious surfaces through the construction of hardscape, and structures.				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				X
The project will not substantially alter the existing drainage pattern of the site or area, in a manner, which would result in substantial erosion or siltation on or off-site. The project will be required to meet Best Management Practices and participate in water quality practices as required for development. The project design includes a water quality basin and a Preliminary Water Quality Management Plan has been approved. A final Water Quality Management Plan will be required prior to the issuance of a grading permit.				
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner which would result in flooding on- or off site?				X
The project will not substantially alter the existing drainage pattern of the site or area in a manner, which would result in substantial erosion or siltation on or off-site. The site is outside the 500-year flood plain.				
e) Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Otherwise substantially degrade water quality?				
(e. through f.) The proposed project is consistent with the General Plan. The proposal would be consistent with planned stormwater drainage systems and will not exceed the capacity of existing or planned stormwater drainage systems or provide additional sources of polluted runoff or otherwise substantially degrade water quality.				
g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
The proposed project is not within the 100-year flood plain. The Federal Emergency Management (FEMA) maps indicate that the site is in flood zone X which is defined as outside the 500-year flood plan. The project site is Office and Residential 5 and will not be developed with housing.				
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				
(h. through i.) The proposed project is not within the 100-year flood plain. The Federal Emergency Management (FEMA) maps indicate that the site is in flood zone X which is defined as outside the 500-year flood plan. The proposed tentative tract map is an in-fill project which will not expose people or structures to a significant risk of loss or injury or death involving flooding, including flooding as a result of failure of a levee, or dam project.				
j) Inundation by seiche, tsunami, or mudflow?				X
The site is not identified in the General Plan as a location subject to seiche, or mudflow.				
<b>X. LAND USE AND PLANNING.</b> Would the project:				
a) Physically divide an established community?				
The project will not divide an established community. The proposed project will combine five parcels into one 9.5 acre parcel with a Master Plot Plan for the existing and future church site.				
b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
The project lies immediately adjacent to Perris Boulevard and Cottonwood Avenue with a mixture of retail and residential uses in the general vicinity. The project is consistent with the City's General Plan and the Office and Residential 5 zone. The project will not cause conflict with an applicable land use or policy. Church facilities are an allowed use with a Conditional Use Permit within a Residential Zone.				
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
The project is not within a reserve area established under the Stephen's Kangaroo Rat Habitat conservation Plan (SKR HCP) and will not conflict with the SKR Habitat Plan.				
The project site is outside the plan MSHCP Criteria Area, does not support riparian resources and is not within the special survey areas designated under the plan for narrow endemic plants, small mammals or amphibians. The project is in conformance with provisions for the Burrowing Owl.				
<b>XI. MINERAL RESOURCES.</b> Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
There are no known mineral resources on the site.				
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
There are no known mineral resources on the site. There are no locally important mineral resource recovery sites in proximity to the site.				
<b>XII. NOISE.</b> Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				X
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
(a.through c.) The proposed project will not directly result in any noise impacts. With the development of the vacant areas and redesign of the site, the potential exists for an increase in noise levels: however, there will be no substantial permanent increase in ambient noise levels with the proposed project. The potential would exist for both short and long-term impacts on ambient noise levels in the project vicinity. Based on performance standards within the Municipal Code, the use will not exceed a 55 DBA level.				
d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
During future construction, there will be limited noise from construction equipment. The City has standard conditions of approval regarding the public nuisance aspect of the construction activities. The construction operations including building related activities and deliveries shall be restricted to Monday through Friday from 6:00am to 8:00P, excluding holidays, and from 7:00AM to 8:00PM on weekends and holidays. As a result, no significant impacts would occur.				
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
The project is not located within an airport land use plan. The project is not within the 65 CNEL of March Air Reserve Base.				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
There are no private airstrips in Moreno Valley.				
<b>XIII. POPULATION AND HOUSING.</b> Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
The proposed project would not induce substantial population growth.				
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
The project will not displace any existing housing.				
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
The project will not displace any people.				
<b>XIV. PUBLIC SERVICES.</b> Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?				X
b) Police protection?				X
c) Schools?				X
d) Parks?				X
e) Other public facilities?				
(a.through e.) There will not be an incremental increase in the demand for new or altered public services including library, city hall, and city yard facilities. These facilities would be needed with or without the project.				
<b>XV. RECREATION.</b>				
a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
The project would not have a direct effect on neighborhood or regional parks. The project will be required to pay Development Impact Fees.				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X
The project would not be required to construct or expand recreational facilities.				
<b>XVI. TRANSPORTATION/TRAFFIC.</b> Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of			X	



Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?				
The proposed project is consistent with existing General Plan and zoning. The increase in traffic if any will be consistent with the capacity of the street system per the Traffic Study from Federhart & Associates dated October 25, 2012. Street improvements will be completed with Phase 1 and Phase 2 which includes improvements to St. Christopher Lane, Cottonwood Avenue and Perris Boulevard as conditioned. Phase 2 will include a raised median along Perris Boulevard from Saint Christopher Lane to Cottonwood Avenue to improve safety at this intersection (St. Christopher/Perris) and a bus bay on the south side of Cottonwood Avenue just east of the intersection.				
The site includes the demolition of 6 existing buildings and the addition of 8 buildings throughout the five phases. Additional parking will be provided as required per City standards.				
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	
The proposed project is consistent with the General Plan. The project will not exceed a level of service established by an adopted regional congestion management plan.				
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that result in substantial safety risks?				X
The proposed project would ultimately develop approximately 9.5 acres to include both existing and new structures. The project site is not located in, around or under any airport or airport fly-zone. Therefore, no impacts would result in air traffic patterns.				
d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?				X
As designed, the project will not result in hazards. The project is not adjacent to any potential incompatible uses.				
e) Result in inadequate emergency access?				
The project as designed is consistent with City standards. The site will be readily accessible for emergency access.				
f) Conflict with adopted policies or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X
The project will not conflict with any adopted policies or programs. The site will provide pedestrian access from the public sidewalk and will be required to install a bus bay on Cottonwood Avenue in Phase 2 when the multi-purpose building is constructed in the northwest corner of the site.				
<b>XVII. UTILITIES AND SERVICE SYSTEMS.</b> Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
(a. through e.) The proposed project is consistent with the General Plan, and therefore will not exceed wastewater requirements of the Regional Water Quality Control Board. Since the project is consistent with the General Plan, the project would not require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, or require or result in the construction of new storm water drainage facilities, or expansion of existing facilities.				
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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The needs of the project for solid waste capacity would be negligible. The proposed project is expected to result in the use of utilities similar to the commercial uses in the vicinity. The project will be served by a landfill in the Badlands with sufficient permitted capacity to accommodate the project's solid waste disposal needs per the City's EIR completed for the General Plan update.

g) Comply with federal, state, and local statues and regulations related to solid waste?				X
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The City is complying with State and Federal regulation regarding solid waste. All future projects will comply with current policies regarding solid waste.

**XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.**

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	
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The project would not significantly degrade the quality of the environment or reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. There are no historic structures on the site and there will be no impact to historic resources. The analysis in the Initial Study demonstrates that project and cumulative impacts would be less than significant and would not result in substantial adverse health effects on human beings.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
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The project will not create any impacts that when viewed in connection with existing land uses, other recently approved projects, and existing land use designations, would be considered cumulatively considerable. It is not expected that the proposed project would result in incremental effects. The analysis in the Initial Study demonstrates that the proposed project's cumulative impacts would be less than significant

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	
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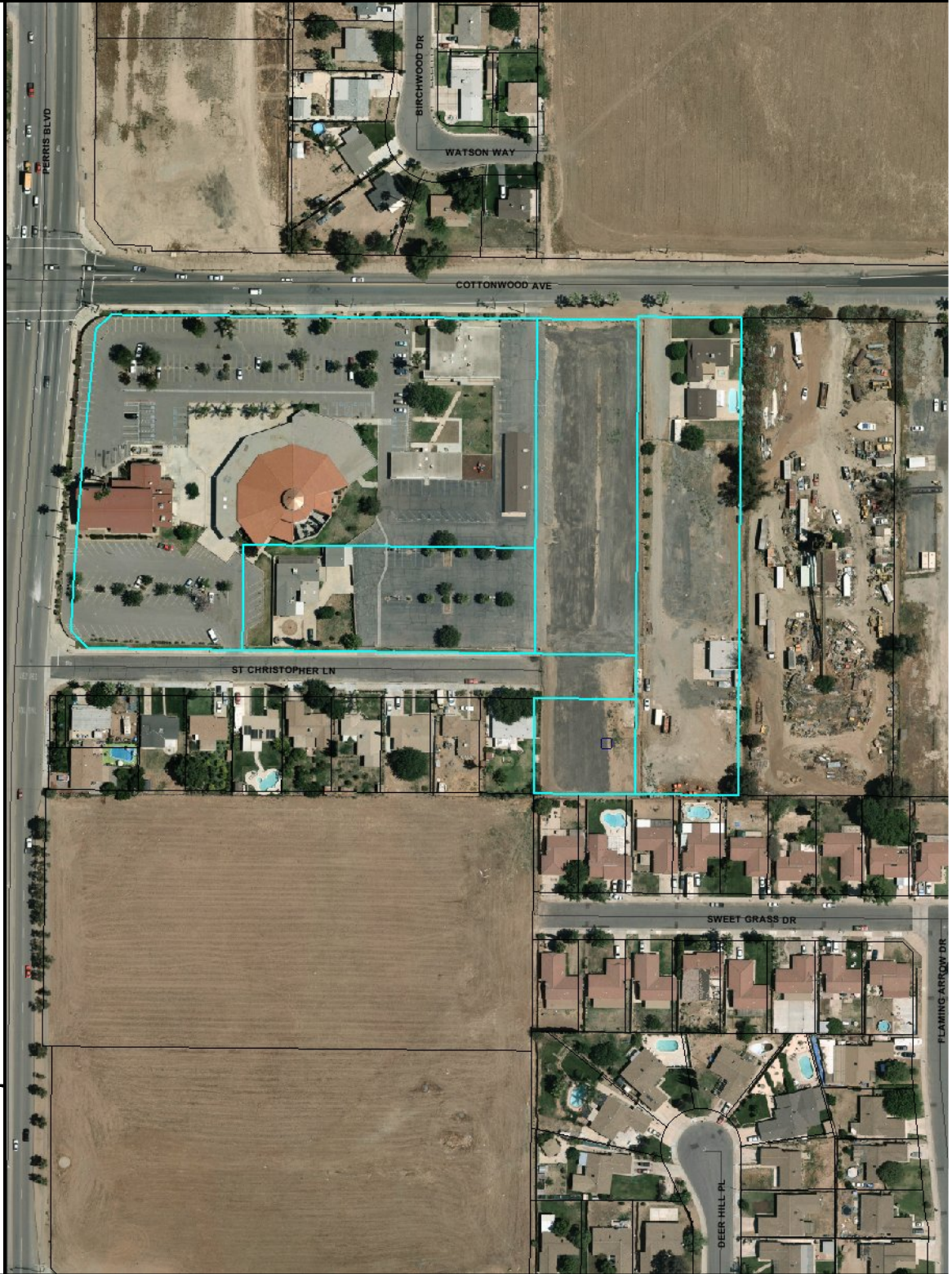
The proposed project is consistent with the General Plan and zoning for the site. The project will not cause substantial adverse effects on human beings, either directly or indirectly.

# P12-051jd

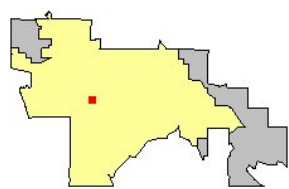
PA13-0002

### Legend

-  Selected Features
-  Highways
-  Parcels
-  Roads
-  Waterbodies
- City Boundaries**
-  Calimesa
-  Moreno Valley
-  Perris
-  Riverside

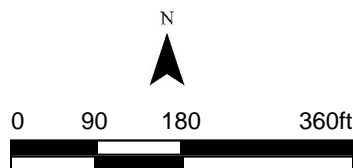


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City of Moreno Valley  
 14177 Frederick St  
 Moreno Valley, CA 92553

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



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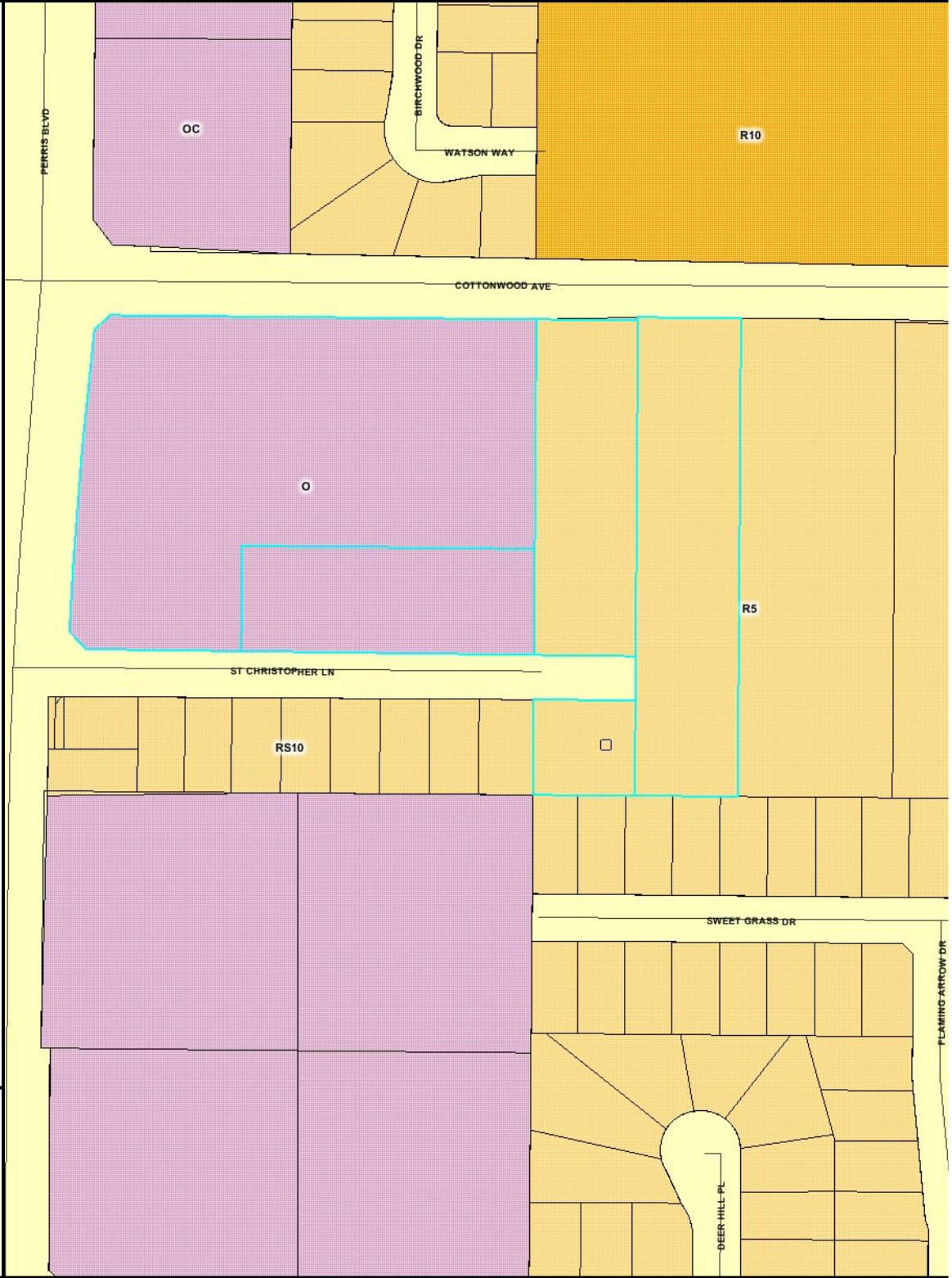
Attachment: Ortho Map (1696 : A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF

# P12-051jd

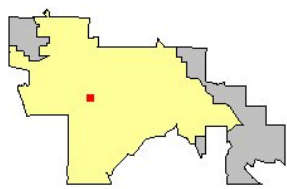
PA13-0002

## Legend

-  Selected Features
-  Highways
-  Parcels
-  Roads
- Zoning**
-  Commercial
-  Industrial/Business Park
-  Large Lot Residential
-  Multi-family
-  Office
-  Open Space/Park
-  Planned Development
-  Public Facilities
-  Residential 2 Dwellings/Acre
-  Residential Agriculture 2 Dwellings/Acre
-  Suburban Residential
- Waterbodies**
- City Boundaries**
-  Calimesa
-  Moreno Valley
-  Perris
-  Riverside

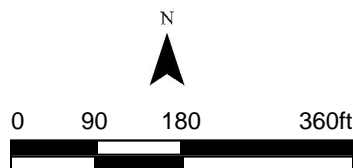


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**Julia Descoteaux**

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**From:** Roy Bleckert  
**Sent:** Monday, November 02, 2015 5:22 PM  
**To:** Richard Sandzimier  
**Cc:** Julia Descoteaux  
**Subject:** St Christopher Mediation & Council Appeal

Hi Rick

Per our phone conversation the St. Christopher officials our now amicable to agreeing with a non binding mediation that was proposed by the City resolve possibly the issues of the appeal of the project & I was willing to explore when it was proposed by the City

As soon as my schedule would permit a mediation hearing would be next week sometime @ the earliest

It light of these new developments, whether the mediation hearing is held or not , I would not have time to properly prepare a case for appeal on Nov. 10 2015 , @ this time the soonest I could be properly prepared for a appeal hearing if needed, would be possibly Dec. 1 2015 or later

Please keep me informed on the latest development pertaining to this matter

Roy Bleckert

Julia Descoteaux

---

**From:** Richard Sandzimier  
**Sent:** Tuesday, November 03, 2015 3:44 PM  
**To:** Julia Descoteaux  
**Subject:** FW: Hearing

Here you go

**Richard Sandzimier**  
**Planning Official**  
**Community Development**  
**City of Moreno Valley**

p: 951 413.3214 | e: [richardsa@moval.org](mailto:richardsa@moval.org) w: [www.moval.org](http://www.moval.org)

14177 Frederick St., Moreno Valley, CA 92553

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**From:** David Meier x305  
**Sent:** Monday, November 02, 2015 6:52 PM  
**To:** Richard Sandzimier  
**Subject:** Hearing

Hi Richard,  
St. Christopher's is OK with moving the ouncil hearing to nov. 24th or Dec. 8th.  
Thnak you,  
David



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Allen Brock, Community Development Director

**AGENDA DATE:** December 15, 2015

**TITLE:** PA14-0038 GENERAL PLAN AMENDMENT TO ADD AN ENERGY EFFICIENCY SECTION TO CHAPTER 7 OF THE CONSERVATION ELEMENT

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. CERTIFY that the proposed General Plan Amendment is exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines, per Section 15061 (b)(3).
2. **APPROVE** Resolution No. 2015-84. A Resolution of the City Council of the City of Moreno Valley, California, Approving PA14-0038 (Energy Efficiency General Plan Amendment), which is Intended to Assist with the City's Compliance with Assembly Bill 32 and Senate Bill 375, both State Initiatives Aimed at Reducing Greenhouse Gas Emissions in California.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

The Planning Commission at its November 12, 2015 meeting approved Planning Commission Resolution No. 2015-30 by a vote of 7-0, recommending that the City Council certify that PA14-0038 (General Plan Amendment) qualifies as exempt per Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines. Furthermore the Planning Commission recommended the City Council approve the General Plan Amendment PA14-0038.

### **SUMMARY**

This report recommends approval of a General Plan Amendment (GPA) that will add a new Energy Efficiency Section 7.6.3 to the Conservation Element (Chapter 7) of the General Plan. The Conservation Element sets forth goals, policies, and programs to achieve desired energy efficiency conditions and targets. This GPA planning effort is supported by a funding grant from Southern California Edison. The grant was allocated for use in promoting and encouraging energy efficiency in the City of Moreno Valley. This GPA will assist the City in achieving compliance with Assembly Bill 32 (AB 32) and Senate Bill 375 (SB 375); both State initiatives aimed at reducing greenhouse gas emissions in California.

## **DISCUSSION**

On April 1, 2013 the City applied for funding under the Southern California Edison (SCE) Strategic Plan Strategies Phase 3. On February 11, 2014, the City Council accepted the Southern California Edison Local Government Strategic Plan Strategies funding award for Phase 3 (referred to by SCE as a “strategic solicitation”). The strategic solicitation provides up to \$100,920 in funds to complete the following four tasks related to energy efficiency:

- Redesign forms and handouts and create new informational material for energy efficiency code requirements.
- Develop standards for City structures to match LEED certification requirements.
- Update General Plan’s Conservation Element to include detailed energy efficiency policies.
- Develop a Municipal Code amendment for “density bonuses” for residential developments exceeding State energy code requirements.

The funds awarded may be used to cover staff time expended to complete the required tasks. The contract/statement of work for the solicitation allows funding to continue through the end of this calendar year (December 31, 2015). The contract termination date (i.e. close out) must occur by March 31, 2016.

The amendment of the General Plan is identified as Task 4 of the contract with SCE. Task 4 calls for an update to the Conservation Element of the City’s General Plan to include clear detailed objectives on energy efficiency. The proposed text modifications include an overview of the larger context of energy efficiency policy, and the City’s approved Energy Efficiency Climate Action Strategy and Greenhouse Gas Analysis. The new policy objectives create a framework to be used for planning efforts of the general public, private developers, City staff, or other governmental entities. In addition the GPA will assist the City to achieve compliance with AB 32 and SB 375, both State initiatives aimed at reducing greenhouse gas emissions in California. SB 375 calls for the preparation of a Sustainable Communities Plan by each Regional Metropolitan Planning Organization. Moreno Valley is part of the Sustainable Communities Plan prepared by the Southern California Association of Governments (SCAG). The Sustainable Communities Plan assesses current development and future plans, as represented in the adopted general plans of communities to ensure a certain level of greenhouse gas emissions are reduced on an area-wide basis. AB 32 establishes a



statewide greenhouse gas emissions cap which requires emissions to be reduced to 1990 levels by the year 2020, representing approximately a 15% reduction compared to a business as usual scenario.

The City of Moreno Valley has demonstrated its commitment to sustainability through a variety of programs and policies. These programs include Energy Efficiency Community Block Grant (EECBG) funded energy upgrade projects, participation in the Community Energy Partnership, tracking of building energy use through the Energy Star Portfolio Manager, the Solar Incentive Program for Moreno Valley Utility customers, Energy Efficiency Fund Policy 2.17, and creating the G.R.E.E.N MoVal web page.

In the development of the proposed GPA, City Staff researched other cities including Chula Vista, Riverside, and Perris that have incorporated energy efficiency into their General Plans. Each of the cities approaches their General Plan framework differently. Two examples of different approaches to their General Plans are the City of Riverside and the City of Perris. The City of Riverside has more information about sustainability in their General Plan, which is comparable to our Energy Efficiency Climate Action Strategy document. The City of Perris General Plan has sustainability information similar to what we are proposing in our GPA. Planning Staff added Section 7.6.3 Energy Efficiency within the existing framework of the City's General Plan. Staff identified various past, current and potential policies and practices that further energy efficiency and can lead to reduction in greenhouse gas emissions, examples of this are the Efficiency Fund Policy 2.17 and the G.R.E.E.N MoVal web page. Efficiency Fund Policy 2.17 sets up a fund where rebate and incentive monies are deposited and those funds are used for energy projects, such as our recent energy efficiency exterior retrofit lighting project at the Corporate Yard, Cottonwood Golf Center, Senior Center, and the Library. Both the Efficiency Fund Policy 2.17 and the G.R.E.E.N MoVal web page are ways our City is promoting, and being more energy efficient.

A public outreach community meeting was held on November 2, 2015 to obtain input on the proposal. Staff presented a PowerPoint for public consideration and provided an overview of the GPA text changes. The same presentation was presented to the Environmental Historical Preservation Board (EHPB) on November 9, 2015. There was input from the public for the City to consider expanding use of energy efficiency as a marketing tool through the City's webpage. The City's G.R.E.E.N. website currently promotes energy efficiency.

The above-referenced activities are an overview of the Energy Efficiency strategies included in the proposed GPA. The amendment has evolved as a result of research on other cities, input from the public, and through fine tuning of General Plan Policies to fit the City of Moreno Valley goals and objectives.

### **REVIEW AGENCY COMMENTS**

SCE reviewed the draft Energy Efficiency General Plan Amendment language as required under the contract/statement of work for the solicitation. SCE approved the proposed language.

## **ENVIRONMENTAL**

Planning staff has reviewed the proposed GPA in accordance with the CEQA Guidelines and has determined that the activity does not have the potential to result in a significant effect on the environment therefore it is exempt from CEQA as provided for in Section 15061(b)(3) of the CEQA Guidelines.

## **ALTERNATIVES**

1. Adopt a California Environmental Quality Act (CEQA) exemption for PA14-0038 (General Plan Amendment) under Section 15061 (b)(3) of the CEQA Guidelines, in that this project will not have the potential to cause a significant adverse effect on the environment; and approve the proposed City Council Resolution thereby approving General Plan Amendment PA14-0038, based on the findings in the City Council Resolution. **Staff recommends this alternative.**
2. Do not adopt PA14-0038 (General Plan Amendment). **Staff does not recommend this alternative.**

## **FISCAL IMPACT**

No direct fiscal impact.

## **NOTIFICATION**

Public notification of the public hearing on this item has been conducted in accordance with Section 9.02.200 of the City Municipal Code. Given the proposed General Plan Amendment would apply to the entire City, the public notification included the placement of a one-eighth (1/8) page notice in the Press Enterprise newspaper published on December 4, 2015.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Gabriel Diaz  
Associate Planner

Department Head Approval:  
Allen Brock  
Community Development Director

Concurred By:  
Richard Sandzimier  
Planning Official

## **CITY COUNCIL GOALS**

**Advocacy.** Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

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

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

**ATTACHMENTS**

- 1. Resolution No. 2015-84
- 2. Exhibit A General Plan Amendment Chapter 7 Conservation Element

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/01/15 3:56 PM
City Attorney Approval	<u>✓ Approved</u>	12/03/15 1:51 PM
City Manager Approval	<u>✓ Approved</u>	12/03/15 2:18 PM

## RESOLUTION NO. 2015-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA14-0038 (ENERGY EFFICIENCY GENERAL PLAN AMENDMENT), WHICH IS INTENDED TO ASSIST WITH THE CITY'S COMPLIANCE WITH ASSEMBLY BILL 32 AND SENATE BILL 375, BOTH STATE INITIATIVES AIMED AT REDUCING GREENHOUSE GAS EMISSIONS IN CALIFORNIA

WHEREAS, on February 11, 2014 the City of Moreno Valley initiated PA14-0038 Energy Efficiency General Plan Amendment (Energy Efficiency General Plan Amendment), as described in the title of this Resolution; and

WHEREAS, the City of Moreno Valley has received Strategic Plan Strategies Phase 3 funding from Southern California Edison to cover the cost for this activity; and

WHEREAS, on October 9, 2012 the City Council of the City of Moreno Valley adopted the Energy Efficiency Climate Action Strategy and the Greenhouse Gas Analysis; and

WHEREAS, City staff has incorporated the Energy Efficiency Climate Action Strategy and the Greenhouse Gas Analysis language into the Energy Efficiency General Plan Amendment, as described in the title of this Resolution; and

WHEREAS, on November 12, 2015, the Planning Commission of the City of Moreno Valley held a meeting and recommended by a 7-0 vote that the City Council certify that the Energy Efficiency General Plan Amendment qualifies as exempt in accordance with California Environmental Quality Act (CEQA) Guidelines, Section 15061(b)(3), and recommended approval of the Energy Efficiency General Plan Amendment by the City Council; and

WHEREAS, on December 4, 2015, a public hearing notice was published in the Press Enterprise newspaper; and

WHEREAS, on December 15, 2015, the City Council of the City of Moreno Valley held a public hearing to consider the activity; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

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

- A. The City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.
- B. Based upon substantial evidence presented to this City Council during the above-referenced meeting, 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 Energy Efficiency General Plan Amendment is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

FACT: The proposed Energy Efficiency General Plan Amendment is consistent with, and does not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The proposed Energy Efficiency General Plan Amendment encourages programs and policies to reduce overall energy use, increase the use of renewable energy, and the reduction of greenhouse gas (GHG) emissions. The City direction is to promote and encourage energy efficiency and to lead by example in the implementation of best practices for energy efficiency.

- 2. Health, Safety and Welfare - The Energy Efficiency General Plan Amendment will not be detrimental to the public health, safety or general welfare.

FACT: The proposed Energy Efficiency General Plan Amendment does not have the potential of adversely affecting the public health, safety or welfare of the residents of the City of Moreno Valley or surrounding jurisdictions. The Energy Efficiency General Plan Amendment with administrative goals, objectives, policies, and programs would not cause a physical effect on the environment. The proposed energy efficient language will facilitate improved Health, Safety and Welfare.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2015-84, approving General Plan Amendment PA14-0038 adding new Energy Efficiency Section 7.6.3 to the Conservation Element (Chapter 7) of the General Plan, as documented in Exhibit A.

APPROVED AND ADOPTED this 15<sup>th</sup> day of December, 2015.

\_\_\_\_\_  
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. 2015-84 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 15th day of December, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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

(SEAL)

## 7. CONSERVATION ELEMENT

### 7.1 BIOLOGICAL RESOURCES

#### 7.1.1 Background

The native habitats within the study area have undergone considerable modification over the years. The majority of the valley floor was cultivated in the past, which resulted in the removal of native plants. Introduced grasses became established when cultivation ended. Introduced grasses and native plant and wildlife species were progressively removed as the area urbanized. Animal species currently found in urbanized areas are limited to those capable of adapting to living in close proximity to man.

Many of the species that once inhabited the valley remain in nearby natural areas. There are several such areas within or adjacent to the planning area. The San Jacinto Wildlife Area, located at the southeast corner of the planning area was established in 1983. This 12,000-acre wildlife preserve is noted its diversity of migratory birds. There are three additional large areas where natural habitat is retained in public ownership: Lake Perris Recreation Area, adjacent to the southern city limits, Norton Younglove Park, east of the city limits, and the Box Springs Mountain Park, located northwest of the city limits. A considerable amount natural habitat is in private ownership in the hillsides situated at the northern and eastern end of the planning area.

Due to wide variations in soil types, terrain, and micro-climates, several different plant communities occur. Grasslands are predominant in the undeveloped portions of the valley floor. Unless cultivated, they contain grasses, annuals, shrubs, and thistle, including foxtail grass (*Hordeum*), cheatgrass (*Bromus*), mustards (*Brassica*), lupines (*Lupinus*), and Russian thistle

(*Salsola kali*).

Another plant community within the study area is the Chamise Chaparral, found on steep northerly slopes within the study area. Chamise (*Adenostoma fasciculatum*) is the dominant member of this community. Other common plants in this zone include whitehorn brush (*Ceanothus crassifolius*), sugar sumac (*Rhus ovata*), yucca (*Yucca whipplei*), and black sage (*Salvia mellifera*).

The third common plant community found within the study area is Coastal Sage Scrub, generally found on hillsides. Coastal sage brush (*Artemesia californica*) is the dominant species on the north slopes while Brittlebrush (*Encelia farinosa*) dominates the south facing slopes. Other species commonly associated with this zone are: black sage (*Salvia mellifera*), white sage (*Salvia apiana*), Yucca (*Yucca shidigera*), sugar sumac (*Rhus ovata*) and California buckwheat (*Eriogonum fasciculatum*).



Coastal sage scrub vegetation

Springs and drainage courses support water-oriented, riparian species. They include elderberry (*Sambucus mexicanus*), sunflower (*Helianthus*), willows (*Salix*), mulefat (*Baccharis viminalis*), horseweed (*Conyza coulteri*), and wild rhubarb (*Rumex hymenosepalum*). The larger drainage courses also support sycamore and cottonwood trees.





Riparian vegetation

According to the California Department of Fish and Game, there is no record of any plant that has been given Federal or State status as endangered, threatened, or rare within the study area. However, the absence of listed plants does not mean that they do not exist within the study area, only that no occurrence data has been entered in the database.

The wide variations in topography and vegetation within the undeveloped portions of the study area resulted in a rich diversity of wildlife species. Mammals include animals such as mule deer can be found in the Box Springs Mountains and in the Badlands. Large carnivores, such as coyotes, bobcats, badgers, and gray fox also exist in the undeveloped portions of the study area. Opossums, raccoons, skunks, cottontail rabbits and many rodent species are common to the study area.

A wide variety of reptiles are found in the study area. Well over one hundred species of birds, including owls, hawks and other birds of prey, can be seen at various times throughout the year, either as residents or during migration periods.

According to the California Department of Fish and Game's Natural Diversity Data Base (NDDDB), there are recorded occurrences of species listed as endangered or threatened within the study area as well as potentially listed species.

Listed species are protected under the federal Endangered Species Act and/or the California Endangered Species Act. It is unlawful to harm an endangered or threatened species or to damage the habitat that it occupies. As such, development of property occupied by listed species is subject to serious obstacles.

The listed species include the Stephens' kangaroo rat (*Dipodomys stephensi*), the California gnatcatcher (*Polioptila californica*) and the Least bells vireo (*Vireo belli pusilus*). The potentially listed species include the Orange Throated whiptail, the San Diego horned lizard and the Short nosed pocket mouse. The absence of certain species from the Natural Diversity Data Base does not mean that they do not exist within the study area, only that no occurrence data had been entered in the database.

The Stephen's kangaroo rat (SKR), a small nocturnal rodent related to the squirrel family, is listed as an endangered species under federal law and threatened under state law. It prefers sparse cover and relatively level or gently sloping coastal sage scrub and adjoining grasses.

Development of habitat occupied by the SKR is allowed pursuant to permits from the U.S. Fish and Wildlife Service and the California Department of Fish and Game. Permits were issued to the Riverside County Habitat Conservation Agency (RCHCA), an agency formed by several jurisdictions within western Riverside County, including Moreno Valley. The permits require the RCHCA to implement a long-term habitat conservation plan (HCP) for the conservation of SKR habitat within five core reserves.

The California gnatcatcher is a small gray songbird that prefers coastal sage scrub plant communities. It can also be found in other plant communities adjacent to sage scrub habitat. The California gnatcatcher

was listed as a threatened federal species in 1993.

The least bells vireo is an insectivorous bird listed as a state and federal endangered species. It is a summer resident of dense riparian habitats in Central and Southern California and thought to winter in Mexico. Riparian portions of San Timoteo Canyon in the northeastern corner of the study area are considered suitable habitat for the least bells vireo.

### 7.1.2 Issues and Opportunities

Future urban development will result in the loss of natural vegetation and wildlife habitats as development spreads over the valley floor and into the surrounding hills. The vegetative and wildlife communities present in the hillside areas will be impacted to the extent that development occurs in the hillsides.

Riparian vegetation along drainage ways will also be impacted as existing flood control plans are implemented, and natural drainage courses are replaced with man-made features. While it may be possible to preserve some drainage courses in a natural condition, it will require revisions to existing master drainage plans and maintenance mechanisms.

The listing of threatened and endangered species in western Riverside County prompted the private sector and public agencies to work together toward a long-term solution to wildlife conservation. Riverside County assumed the lead role in the effort to develop a Multi-Species Habitat Conservation Plan (MSHCP) for western Riverside County, which was approved in 2003. The MSHCP is a comprehensive, multi-jurisdictional effort that includes the County and fourteen cities. Rather than deal with endangered species on a one-by-one basis, this Plan focuses on the conservation of 146 species. The MSHCP consists of a reserve system of

approximately 500,000 acres of which approximately 347,000 acres were public ownership and 153,000 acres was in private ownership. The MSHCP provides landowners, developers, and those who build public infrastructure with certainty, a streamlined regulatory process, and identified project mitigation.

## 7.2 CULTURAL AND HISTORICAL RESOURCES

### 7.2.1 Background

Ancestors of the Luiseno and Cahuilla Indian tribes were the first inhabitants of Moreno Valley. They hunted game and gathered seeds and plants. They left evidence in rocks that they used to grind seeds. They also left primitive rock paintings.

Early settlers traveled through the area from northern Mexico to various mission settlements along a trail charted in 1774 by Juan Bautista de Anza. The trail passed through the San Jacinto Valley, the Perris Valley and southwest Moreno Valley.

Moreno Valley and the rest of California became part of the United States in 1850. John Butterfield operated a stagecoach line between Tucson, San Diego, Los Angeles and San Francisco. A separate stage line went through Moreno Valley from Perris Valley to Pigeon Pass and Reche Canyon.

An irrigation district was formed in 1891 for the purpose of importing water from a reservoir in the San Bernardino Mountains. Most of the valley was subdivided and two town sites were established in anticipation of the new water supply. The town of Moreno was established at the intersection of Alessandro and Redlands Boulevards. Alessandro was located along the Southern California Railway line at the intersection of Iris Avenue and Elsworth Street.

The road circulation system in Moreno Valley was established with the original subdivision map. The major north-south streets were established at one-half mile intervals with names in alphabetical order from west to east. The avenues, oriented east to west, were established at one-quarter mile intervals. The names of the avenues were also established in alphabetical order; tree names north of Alessandro Boulevard; botanical names south of Alessandro Boulevard.

Water deliveries began in 1891 from a new aqueduct that terminated at the northeast corner of the valley. The flow of water was soon interrupted by a period of drought and a legal dispute over water rights. Crops failed and most of the residents left the area by the turn of the century. Many of the original homes were relocated to other areas.

Development interest in the western side of the valley was renewed with activation of March Air Force Base in 1918. The base closed in 1922 and reopened as a flight training school in 1927.

Well drilling in the 1920's allowed local groundwater to be developed. Mutual water companies were formed, land was subdivided and people began to settle in the communities the Edgemont and Sunnymead. Development activity slowed during the depression era until March Air Force Base was reactivated during World War II.

The Cultural Preservation Advisory Board was created in 1987 to advise the City in all matters relating to the preservation of the heritage and culture of Moreno Valley. The Board was later renamed the Cultural Preservation Advisory Committee. Moreno Valley Historical Society is a private organization dedicated to the appreciation and preservation of the history of Moreno Valley.

## 7.2.2 Archaeological and Historical Sites

There are no sites within the Moreno Valley study area listed as a state landmark, nor are there any sites on the National Register of Historic Places. The Old Moreno Schoolhouse was designated a city landmark in 1988.

The schoolhouse was built in 1928 at the northeast corner of Alessandro Boulevard and Wilmot Street. The schoolhouse, built in the mission revival style of architecture, replaced the building constructed on the site in 1892. The City purchased the schoolhouse in 1988 with the intent of restoring the structure and grounds for public use. The restoration cost was later determined to be excessive. As a result, the building was sold and the new owners converted the structure into a residence in 2005.

The First Congregational Church of Moreno was the first church built in Moreno Valley. The church building was constructed in 1891 at the northeast corner of Alessandro Boulevard and Sterling Street in the town of Moreno. In 1943, the building was moved to 24215 Fir Avenue, east of Heacock Street. The Moreno Valley Congregation Church still uses the structure, but it was no longer used as the main sanctuary.



Moreno Valley Congregational Church

In 1987, the Archaeological Research Unit of the University of California conducted an inventory of archaeological sites within the City of Moreno Valley. A total of 168-recorded sites were located. The majority of the sites are in the hillsides and most of the identified artifacts relate to milling and food processing by native peoples. Rock art sites and the remains of an adobe structure were identified as well. The report contains recommendations for recordation, protection or excavation.

The Archaeological Research Unit also prepared a report and a map of paleontological sensitivity. The sedimentary formations of the Badlands were determined to have high potential of containing vertebrate fossils. The report recommended monitoring of the area during excavation to protect and preserve any important fossils that might be uncovered.

In the 1980's, the State of California Department of Parks and Recreation conducted an inventory of historic resources in Moreno Valley. The inventory identified 26 structures of historical interest. Most of the structures were residences. Several of the structures no longer exist.

### 7.2.3 Issues and Opportunities

Rapid urban development in Moreno Valley has led to a loss of several buildings of historical interest. Continued development could result in the loss of historical and cultural resources unless mitigation is undertaken prior to grading and construction. Many old structures are in poor condition and in some cases restoration may not be feasible.

## 7.3 SOLID WASTE

California and the region are faced with a long-term solid waste disposal problem. Existing landfills are filling up and there is a shortage of new landfills. The amount of solid waste continues to grow in step with

growth in population, commerce and industry.

Locally generated solid waste is deposited in several local landfills, including the Badlands Sanitary Landfill at the eastern end of Ironwood Avenue. The Badlands Sanitary Landfill is owned and operated by the Riverside County Waste Resources Management District.

Recognizing the severity of the waste disposal problem, the state legislature enacted the California Integrated Waste Management Act of 1989 (AB939). The purpose of the Act was to reduce the amount of solid waste that must be disposed of in landfills.

The City Council adopted a "Source Reduction and Recycling Element" in 1992, describing how Moreno Valley plans to meet the goals mandated by AB939. The element includes strategies to address various components of the solid waste challenge, including the character of the waste stream, source reduction, recycling, composting, special waste (e.g. construction debris, auto bodies, medical waste, tires and appliances), education and public information, disposal facility capacity, funding and integration of the various components.

Moreno Valley works in concert with the local waste hauling company to meet its waste diversion requirements. Residential customers place recyclable materials at the curb for collection by the waste hauler, Waste Management of the Inland Empire. The waste hauler separates and markets the recyclable materials, including cardboard, paper, tin/metal, aluminum cans, plastics and glass. In 2004, fifty-one percent of the solid waste generated in Moreno Valley was diverted from landfills.

## 7.4 SOILS

### 7.4.1 Background

The United States Soils Conservation Service (SCS) mapped soils within Western Riverside County. A general classification used in soil mapping is called a soil association. An association is a landscape that has a distinctive pattern of soil types. Identification of soil associations is helpful to 1) get a general idea of the soils in an area, 2) identify large areas of land suitable for a particular purpose, and 3) to identify general areas with potential constraints.

Five soil associations are found within the Moreno Valley study area. The Monserate - Arlington - Exeter Association is found on terraces and on old alluvial fans adjacent to and within the eastern half of March Air Reserve Base. It consists of well-drained soils that developed in alluvium from predominantly granitic materials. This association is found on nearly level to moderately steep slopes from 0 to 25 percent with a surface layer of sandy loam and a shallow to deep sandy clay loam hardpan.

The Hanford - Tujunga - Greenfield Association occurs on alluvial fans and flood plains. It is common in the central portion of Moreno Valley, generally extending northeast to southeast of March Air Reserve Base. This association consists of well-drained to somewhat excessively drained soils, developed in granitic alluvium. These soils are found on nearly level to moderately steep slopes of 5 to 15 percent. They have a good topsoil layer of coarse sandy loam texture with underlying layers that are coarse sandy loam and loamy sand.

Cieneba - Rock Land - Fallbrook Association is found on uplands located in the Box Springs Mountains area, extending east to Reche Canyon as well as the Mount Russell area. These soils are formed in coarse-grained igneous rock. This

association consists of somewhat excessively drained soils on undulating to steep slopes ranging from 5 to 50 percent. They generally have a poor topsoil layer of sandy loam above a layer of gravelly coarse sand and a third layer of weathered granodiorite. Rock outcrop areas are present along with weathered rock close to the surface.

The San Emigdio - Grangeville - Metz Association is found on alluvial fans and floodplains. The soils along the western side of Gilman Springs Road comprise this association. These soils are well-drained and found on nearly level to very steep slopes ranging from 0 to 50 percent. They have good topsoil and an underlying layer consisting of fine sandy loam.

The Badlands - San Timoteo Association soils occupy the area along the northern side of Gilman Springs Road into the Badlands region. This association consists of well-drained soils found on steep to very steep slopes ranging from 30 to 70 percent. The soils are variable, consisting of soft sandstone, siltstone, and beds of gravel. These soils also range in texture from sandy loam to clay loam, having poor topsoil characteristics. The very shallow depth to bedrock severely limits the use of septic tank sewage disposal systems in this area. Soil stability is considered poor to fair with significant potential for erosion.

In general, prime agricultural soils are found on the alluvial deposits of the valley floor, while the soils subject to the greatest limitations for agriculture and development are located in the Box Springs Mountains, Reche Canyon area, the Badlands and the Mount Russell area.

### 7.4.2 Issues and Opportunities

With exception of the Cieneba - Rock Land - Fallbrook Association and the Badlands - San Timoteo Association, soils within the study area present few limitations for

development. Conditions of shallow depth to bedrock and rock outcroppings generally occur on the steeper slopes and are the most significant physical constraint to development. Ripping may be required in order to loosen weathered rock and blasting of hard rock may be required. Although intense urban and agricultural development of these soils would be constrained, low intensity, large lot development is feasible.

As development of the study area proceeds, soils will be exposed during grading operations. During this time, soils may become susceptible to water erosion and wind erosion. The extent that erosion would occur depends on the particular soil, the extent of area being exposed, the slope, the time of year grading operations occur and erosion control methods that are used.

The use of septic tanks for sewage disposal is standard practice in the eastern portion of the Moreno Valley study area. The soils of the valley portion of the study area generally have only slight limitations for use with subsurface sewage disposal systems. However, the steeper slopes and floodplains are less suitable.

None of the soil associations in the Moreno Valley study area are significantly limited by soil corrosiveness or shrink-swell characteristics that could affect the construction of roads, foundations of structures, or other urban uses.

While the State of California and local agencies have advocated the preservation of prime agricultural soils for agricultural use, the retention of agricultural land is far more complicated than identifying prime agricultural soils and requiring that they be used for agricultural purposes only. Agriculture is a business that exists only where economics and area land use are favorable toward animal and crop production. The issues affecting the potential success of an agricultural preservation program include the availability

and cost of water, land use competition, urban/rural land use conflicts and the economics of agricultural production.

## 7.5 WATER RESOURCES

### 7.5.1 Background

The early history of water in Moreno Valley began with the creation of the Alessandro Irrigation District in 1891. The irrigation district was formed for the purpose of importing water from a reservoir in the San Bernardino Mountains. The reservoir was originally built for the community of Redlands.

The community of Moreno was founded at the intersection of Alessandro Boulevard and Redlands Boulevard in advance of the new water supply. An aqueduct was completed, but the flow of water ended quickly due to drought and because there was not enough water for both Redlands and Moreno. The courts decreed that City of Redlands had priority water rights. By the turn of the century most of the early farmers and settlers left the area. The farmers that remained in the area relied on winter rains and local wells.

In 1919, the Moreno Mutual Irrigation Company acquired wells in Moreno Valley and San Timoteo Canyon. Water was delivered from San Timoteo Canyon through the old aqueduct system until the 1954. Water agencies in the Yucaipa/Beaumont area successfully challenged the company's right to well water from that area.

Groundwater no longer provides a significant percentage of the local water supply. There are two hydrological groundwater basins in the planning area. The Perris Basin is on the western side of Moreno Valley. The San Jacinto Basin is on eastern side of the study area.

Box Springs Mutual Water Company serves a small portion of the community, while the

primary purveyor of water in Moreno Valley since the 1950's is Eastern Municipal Water District (EMWD). EMWD, incorporated in 1950, became a member of the Metropolitan Water District in 1951. The original district boundary encompassed most of the San Jacinto Valley and Perris Valley and a small portion of Moreno Valley. Additional territory in Moreno Valley was annexed in 1953. At that time the primary water source was the Colorado River. The water was imported through the Metropolitan Water District's Colorado River Aqueduct.

EMWD completed a major water supply line along Perris Boulevard in 1954 through which water became available in 1955. The existing water companies were responsible for connecting to the main water supply system, including the Edgemont Gardens Mutual Water Company and the Sunnymead Mutual Water Company.

Up until the time that EMWD provided imported water, the local mutual water companies drew their water from local wells. Eventually, two of the mutual water companies turned over their operations to EMWD; Sunnymead Mutual Water Company did so in 1990; Edgemont Gardens (Moreno Valley) Mutual Water Company in 1997.



Water tank

The State Water Project brought additional imported water to Moreno Valley and EMWD's service area. It brought water from the rivers of northern California through a

series of aqueducts, pipelines and reservoirs, including Lake Perris. Lake Perris was completed in 1973. An underground segment of the aqueduct runs from the northwest corner of Moreno Valley to Lake Perris. Water from Lake Perris is pumped to the Mills Filtration Plant in the City of Riverside before it is distributed to Moreno Valley customers.

Water from the State Water Project was needed to supplement water supplies from the Colorado River. The water supply available to California from the Colorado River will diminish as Arizona uses its legally established allocation of water. In addition, the quality of untreated water from the Colorado River is lower than the quality of State Water Project water.

The Metropolitan Water District constructed another major reservoir, the Diamond Valley Lake, in the Domenigoni Valley area south of Hemet. The reservoir holds 800,000 acre-feet of water. The water in Diamond Valley Lake improves the reliability of the water supply. It stores water that is available during wet years for use during periods of drought.

### 7.5.2 Issues and Opportunities

Even with the development of the Diamond Valley Reservoir, water supply, storage and conservation will be needed to meet the long-term water demands of region. EMWD has several such programs in place. For example, prior to issuance of landscape irrigation meters, new public and private developments must install landscaping and irrigation systems that operate at high levels of water use efficiency. In addition, increasing amounts of water reclaimed from sewage treatment plants is being used for landscape irrigation and agriculture. EMWD is also recharging groundwater basins and desalinating saline groundwater to protect and increase the supply of water.

Insert  
Figure 7-1  
Water Purveyor Service Area Map

(file name: Figure 7-1\_WaterServiceArea.pdf)



The EMWD's 2000 Urban Water Management Plan predicts that supplies will meet demand through the year 2010 even under worst-case conditions. Supply reliability after 2010 depends on the outcome of the CAL-FED process, a collaborative effort of multiple state and federal agencies to resolve conflicts between urban, agricultural and environmental water interests. The goal is ensure that there will be a reliable long-term supply of water for California.

The Urban Water Management Plan contains the following statement on Page 19 regarding future water supply: "based on the regional progress to date in developing off-stream storage for surplus imported water, coupled with the local plans for resource development, the District is confident of its ability to meet the water demands of its customers through 2020."

## 7.6 ENERGY RESOURCES

### 7.6.1 Background

Modern society depends on energy resources, including electricity, natural gas and other types of fuel. Energy is used for transportation, heating, cooling, lighting and manufacturing purposes. Continued development within the study area and the nation will consume additional energy resources.

Moreno Valley is dependent on outside sources of energy, including electricity and fossil fuels. State and federal institutions and the private sector are responsible for the supply and price of electricity. Electricity used within the study area is generated in the region and at distant locations in the western United States. Electricity is derived from nonrenewable fossil fuels, such as natural gas, renewable wind energy and waterpower, and other sources. The City and Southern California Edison distribute electricity within the planning area.

The State experienced a period of supply unreliability and price volatility during 2000. The demand for electricity in California exceeded the supply generated by power plants within the state. The average price of electricity was among the highest in the nation.

As with electricity, the City does not have direct control over the supply of natural gas and gasoline. Natural gas is delivered to the area from out of state sources. The national supply of gasoline is derived from both domestic and foreign sources. Both natural gas and gasoline are nonrenewable energy sources, meaning that they cannot be replenished.

### 7.6.2. Issues and Opportunities

Increasing demands upon America's supply of energy has led to an increased reliance on foreign energy supplies and energy price escalation. The use of energy resources is also closely correlated with air quality.

Air pollution is generated when fossil fuels are burned to produce electricity. Emissions are released when natural gas is used for space heating and manufacturing. Motor vehicle emissions are the result of the combustion of gasoline, diesel fuels and natural gas.

Energy conservation is a way to control energy costs, reduce reliance on foreign energy supplies and minimize air pollution. Energy efficiency can be derived in the arrangement of land uses, in the design of developments and the architecture of individual buildings.

The amount of energy consumed in automobile travel can be reduced if commercial and recreational opportunities are located near residential uses. Commuter travel can be minimized if there is a reasonable balance between jobs and housing within the area. Placing high intensity uses along transit corridors can

also reduce automobile travel.

Reducing residential street width can affect microclimates and reduce the summer cooling needs of adjacent homes. The orientation of buildings can be arranged to affect the amount of heat gain. Shade trees can also cool microclimates and aid in energy conservation.

Building construction options are available to reduce energy consumption. Building construction methods include, but are not limited to, insulation of walls and ceilings, insulated windows and solar water heating systems. Many building energy conservation measures have been incorporated into Title 24 of the California Administrative Code and are required of all residential structures.

### 7.6.3 Energy Efficiency

The City recognizes the need to reduce energy use and greenhouse gas emissions and become a more sustainable community. In October 2012 the City of Moreno Valley approved the Energy Efficiency and Climate Action Strategy, a policy document, which identifies ways that the City of Moreno Valley can reduce energy and water consumption and greenhouse gas emissions as an organization. In addition the document outlines actions that the City can encourage and community members can employ to reduce their own energy and water consumption and greenhouse gas emissions.

The City of Moreno Valley is committed to providing a more livable, equitable, and economically vibrant community through the incorporation of sustainability features, energy efficiency, and reduction of greenhouse gas (GHG) emissions. By using energy more efficiently, harnessing renewable energy to power our buildings,

recycling our waste, conserving water, and enhancing access to sustainable transportation modes, Moreno Valley will keep dollars in our local economy, create new green jobs and improve community quality of life. These General Plan efforts toward energy efficiency and reducing GHG emissions described in the City's Energy Efficiency and Climate Action Strategy and Greenhouse Gas Analysis must be considered in coordination with the City's land use decisions.

The City of Moreno Valley has demonstrated its commitment to sustainability through a variety of programs and policies. These programs include Energy Efficiency Community Block Grant (EECBG) funded energy upgrade projects, participation in the Community Energy Partnership, tracking of building energy use through the Energy Star Portfolio Manager, the Solar Incentive Program for Moreno Valley Utility customers, Energy Efficiency Fund Policy 2.17, and creating the G.R.E.E.N MoVal web page.

## AGRICULTURAL RESOURCES

### 7.7.1 Background

Open space devoted to agriculture encompasses a minor portion of the City's total land area. The area devoted to agricultural production diminished over time as urban development encroached on agricultural lands.

Agricultural land within the study area is generally leased to farm operators. Few, if any of the farms within the valley are owner-operated. Four major types of agriculture take place in Moreno Valley: grazing, fruit orchards, dry grain farming, potato and fruit crop farming and poultry production. Nearly all of the remaining agricultural use occurs in the rural eastern portion of Moreno Valley.

To provide an economic incentive to preserve agricultural lands, the State of California passed the California Land Conservation Act, commonly referred to as the Williamson Act, in 1965. Under this act, agricultural lands are taxed at their agricultural value rather than their value for higher valued uses. In exchange, the landowner enters into a contract to retain the land in agricultural use for at least 10 years. The contract is automatically renewed annually for one year at the end of the term; therefore, once a "Notice of Nonrenewal" is filed, it is ten years until the contract expires. A Notice of Nonrenewal was filed for the land within the city limits that was under Williamson Act contract and the contract has since expired. There is a Williamson Act contract in effect on a site within the City's sphere of influence, located on the south side of Gilman Springs Road, east of Jack Rabbit Trail.

For many years the major agricultural enterprise within the study area was the University of California Field Station, located between Lasselle and Nason Streets and south of Brodiaea Avenue. Since the 1960's, the Field Station was used to raise experimental crops suited to dry and semi-dry climates.

The University decided to replace the Field Station with a research station in the Coachella Valley. The Moreno Valley Field Station Specific Plan, a mixed-use plan, was adopted for the property in 1999.

### 7.7.2. Issues and Opportunities

Preservation of prime agricultural land is an important state and national goal and many of the soils in Moreno Valley are well suited for agricultural production. However, soil alone does not guarantee the success of an agricultural enterprise. The high cost of land, the high cost of water and energy, fragmented ownership patterns and market conditions limit the potential return on

investment. These economic factors are a disincentive to continued farming in Moreno Valley. It is, however, a viable interim use.

Sometimes nearby residents are affected by the dust, spray drift and odors associated with agricultural production. The ability to farm in close proximity to residential land uses will continue to be a community concern.

## 7.7 SCENIC RESOURCES

### 7.8.1 Background

The City of Moreno Valley lies on a relatively flat valley floor surrounded by rugged hills and mountains. The topography of the study area is defined by the Box Springs Mountains and Reche Canyon area to the north, the "Badlands" to the east, and the Mount Russell area to the south. These features provide the City with outstanding vistas.

The major aesthetic resources within the study area include views of the mountains and southerly views of the valley. The man-made environment is equally important in terms of scenic values. Buildings, landscaping and signs often dominate the view. Agricultural uses such as citrus groves are less common, but visually pleasing features.

The major scenic resources within the Moreno Valley study area are visible from State Route 60, the major transportation route in the area. Upon entering the Moreno Valley from the west, the dominant view is of the Box Springs Mountains to the immediate north and the Mount Russell foothills to the south. Both mountain ranges display numerous rock outcroppings and boulders that add visual character to these landforms.

Moreno Peak is part of a prominent landform located south of State Route 60 along Moreno Beach Drive. This landform only rises a few hundred feet above the valley

floor but has a unique location near the center of the valley. Moreno Beach Drive, the main route to Lake Perris from State Route 60, offers views of Moreno Peak and a panoramic view of Moreno Valley.



Hills Adjacent to Moreno Peak

Scenic resources contribute to the overall desirability of a community. The distinctive physical setting of Moreno Valley creates much of the City's appeal as a place in which to live and do business. Thus, Moreno

Panoramic views of the valley can be seen from elevated segments of some local roads and from hillside residences. The views are particularly attractive on clear days and at night when the glow of city lights can be seen.

As State Route 60 traverses east through Moreno Valley, it passes through the Badlands area. Characterized by steep and eroded hillsides, the Badlands form the eastern boundary of the study area and provide a sweeping range of hills that act as a visual backdrop to the valley.

Expanses of open land are found throughout the eastern portion of the study area. These tracts of land allow for uninterrupted scenic vistas from State Route 60, Gilman Springs Road and other roadways and provide views of the San Jacinto Valley and the ephemeral Mystic Lake.

Views of the San Bernardino and San Gabriel mountains are evident at times from the valley floor. Winter snows in the San Bernardino and San Jacinto Mountains often provide a striking view.

### 7.8.2 Issues and Opportunities

Insert  
Figure 7-2  
Major Scenic Resources

(file name: Figure 7-2\_ScenicResources.pdf)

Attachment: Exhibit A General Plan Amendment Chapter 7 Conservation Element (1713 : PA 14-0038 GENERAL PLAN AMENDMENT TO ADD AN

**CHAPTER 7 - CONSERVATION****MORENO VALLEY GENERAL PLAN**

Valley's visual resources are also of economic value to the community.

The City of Moreno Valley has the opportunity to designate scenic routes as the basis for preserving outstanding scenic views. Special attention to the location and design of buildings, landscaping and other features should be made to protect and enhance views from scenic roadways.

**7.8 MINERAL RESOURCES**

The mineral resources known to be located within the study area are common materials: sand, gravel and rock. Sand and gravel is used to make concrete and as road base. There was one recently active sand and gravel quarry on record within the City's sphere of influence: the Jack Rabbit Canyon

Quarry. It was inactive as of 2001. It is in a drainage course located at the northeast corner of Jack Rabbit Trail and Gilman Springs Road, adjacent to the Quail Ranch Golf Course. The extent of the associated sand and gravel deposit is very limited.

Surface mining operations are regulated in accordance with the Surface Mining and Reclamation Act of 1975. No person may conduct surface mining operations without first obtaining a surface mining permit. Surface mining permits also including mining and reclamation plans. The purpose of surface mining permits is to ensure that mining of valuable minerals can continue while the adverse environmental impacts of mining activities are minimized and mined lands are reclaimed properly.



## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Michelle Dawson, City Manager

**AGENDA DATE:** December 15, 2015

**TITLE:** OPTIONS FOR APPOINTMENT OF CITY TREASURER

---

### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Discuss options for the appointment of the City Treasurer position.
2. Take whatever action it deems appropriate.

### **SUMMARY**

This report supports continued City Council discussion of options for the appointment of the City Treasurer position.

### **DISCUSSION**

On September 22, 2015, the City Council discussed the appointment of the City Treasurer (see Attachment 1 for the staff report from that meeting.) Following Council discussion the item was continued to December 2015 for further consideration.

The appointment of the City Treasurer, and the functions and duties of the position, are established pursuant to California Government Code and the City's Municipal Code (the specific sections are referenced in the attached staff report from September 22.)

Since the City's incorporation, the position of City Treasurer has been held by the employee who also serves as the Finance Director/Chief Financial Officer. The City Manager has selected and appointed the Finance Director/Chief Financial Officer and the City Council has subsequently adopted a Resolution to appoint that staff member to serve as City Treasurer.

This report outlines key duties performed in the various capacities of the Chief Financial

Officer (CFO) and City Treasurer, as well as options available to the Council for assignment of Treasurer responsibilities.

Chief Financial Officer:

- Leads the Financial and Management Services Department (FMS), which includes the following Divisions:
  - Financial Operations: provides full accounting services including internal and external reporting for the City, Community Services District, Successor Agency and Housing Authority; payroll; accounts payable; and debt administration. This division also administers the annual audit process and is responsible for determining the propriety and legality of all financial transactions in accordance with laws, regulations, accounting standards, and Council and administrative policy.
  - Treasury Operations: manages accounts receivable, business licensing and cashing, daily cash management, oversight of the investment portfolio, and implementation of controls to safeguard cash. This division is also responsible for developing and conducting revenue audits to ensure compliance with City ordinances and other laws and regulations that govern City revenues.
  - Financial Resources: provides long-range financial planning, annual budgeting, Affordable Housing, Community Development Block Grants, HOME Improvement partnership, and the Neighborhood Stabilization Program.
  - Technology Services: provides city-wide support for the computer network and security, including desktop support and Internet access; support for databases and various enterprise software applications including Enterprise Resource Planning system, Permits system, Document Imaging system, Customer Relationship Management (CRM) system, and Work Order system. The division also supports the City's Geographic Information System (GIS), communications backbone, telephone system and two-way radio communications. Responsibilities of the division's Media and Communications section include MVTV-3, graphics and the maintenance of the City website.
  - Moreno Valley Utility: The Moreno Valley Utility (MVU) manages the operation, maintenance and business planning of the City's electric utility. MVU purchases and distributes electricity to more than 5,900 customers in newly developed areas of the City.

City Treasurer: Carries out Treasurer functions as outlined in the California Government Code.



- Oversees the management of City investments in full compliance with investment policies adopted annually by the City Council following review by the City Council's Finance Sub-Committee.
- Receives and safeguards all funds under the City's control.
- Complies with all laws governing the deposit and securing of public funds and the handling of trust funds managed by the City.
- Oversees the issuance of payment warrants as approved by authorized officers of the City.
- Submits regular (at least monthly) written reports to the City Council's Finance Sub-Committee and to the City Council which account for all receipts, disbursements, and fund balances.
- Collects City taxes and license fees as prescribed by Ordinance.
- Appoints deputies to carry out technical duties, while retaining responsibility (along with bondsmen) for all actions taken by these deputies.

Options for Appointment of City Treasurer: The City Council in each General Law City has several options with regard to appointment of the City Treasurer position. For the purposes of discussion and possible action, basic options are outlined below:

1. Maintain the existing process whereby the City Council may appoint the Chief Financial Officer to serve as City Treasurer, with all policy oversight pertaining to Treasurer functions vested solely with the City Council via its Finance Sub-Committee.
2. Separate the Treasurer functions from the CFO position and designate an existing City employee to carry out Treasurer duties with oversight and direction from the City Council via the Finance Sub-Committee.

While most commonly included within the purview of a CFO/Finance Director, the functions of the Treasurer are sometimes assigned to employees other than the CFO/Finance Director. For example, the City Manager in the City of Rancho Mirage also has the title of Treasurer.

In the City's current structure, the Council may also consider assigning Treasurer duties to the Treasury Operations Division Manager who currently manages the day-to-day activities in this area.

3. Separate the Treasurer functions from the CFO position and create an additional

Management level City position solely to perform Treasurer functions on a full or part-time basis with oversight and direction from the City Council via the Finance Sub-Committee.

4. Separate the Treasurer functions from the CFO position and place an item on an upcoming ballot for the electors to decide if the position of City Treasurer shall be an elected office and perform these duties in a manner consistent with Council-approved policies but independent of ongoing City Council direction.
5. Separate the Treasurer functions from the CFO position and create an unpaid position to which a volunteer could be appointed solely to perform Treasurer functions on a part-time basis with oversight and direction from the City Council via the Finance Subcommittee.

### **ALTERNATIVES**

1. Discuss options related to appointment of the City Treasurer and provide direction to staff.
2. Take whatever action Council deems appropriate.
3. Take no action at this time.

### **FISCAL IMPACT**

There would be no additional costs associated with Options 1, 2, and 5 as outlined in the Discussion section of this report.

Costs to implement Options 3 or 4 as outlined in the Discussion section of this report would be determined based upon creation of a new appointed or elected position, the scope of duties and Council approval of the associated salary level.

### **NOTIFICATION**

None.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Michelle Dawson  
City Manager

### **CITY COUNCIL GOALS**

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

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

**ATTACHMENTS**

- 1. Sept 22 2015 Staff Report Appoint Treasurer

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/03/15 6:54 AM
City Attorney Approval	<u>✓ Approved</u>	12/03/15 9:41 AM
City Manager Approval	<u>✓ Approved</u>	12/03/15 10:00 AM



## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Steve Quintanilla, Interim City Attorney

**AGENDA DATE:** September 22, 2015

**TITLE:** RESOLUTION NO. 2015-63 APPOINTING CITY TREASURER

---

### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Take whatever action it deems appropriate.

### **SUMMARY**

California Government Code Section 34856 provides that when the office of the City Treasurer is made appointive, the appointment shall be made by the City Council.

Pursuant to Moreno Valley Municipal Code ("MVMC") Section 2.15.010, the City Treasurer holds such office at the pleasure of the City Council and pursuant to Government Code Section 41007 the Treasurer shall receive such compensation as may be provided by the City Council.

MVMC Section 2.15.030 further provides that the function of the City Treasurer shall be to perform such duties as are prescribed by California Government Code Sections 41000 through 41007, and by any other provisions of law applicable to the deposit, investment and safekeeping of public funds of the City. Specifically, the duties of the Treasurer under the Government Code include the following:

- The Treasurer shall receive and safely keep all money coming into her/his hands as Treasurer.
- The Treasurer shall comply with all laws governing the deposit and securing of public funds and the handling of trust funds in the Treasurer's possession.
- The Treasurer shall pay out money only on warrants signed by legally designated persons.

- Regularly, at least once each month, the Treasurer shall submit to the City Clerk a written report and accounting of all receipts, disbursements, and fund balances and file a copy with the City Council.
- The Treasurer shall perform such duties relative to the collection of City taxes and license fees as are prescribed by ordinance.

In addition, the Treasurer may appoint deputies for whose acts she/he and her/his bondsmen are responsible.

On September 28, 2010, the City Council adopted Resolution No. 2010-86, appointing Richard Teichert as the City Treasurer until such time that such appointment was rescinded or until a new City Treasurer was appointed by City Council. Mr. Teichert's primary appointment is as Chief Financial Officer (leading the Financial and Management Services Department).

In light of the foregoing, if the City Council wants to appoint someone else to serve as the City's Treasurer, it is recommended that the appointment be made by via the adoption of a resolution, similar to the one attached hereto, at a subsequent meeting.

**PREPARATION OF STAFF REPORT**

Prepared By: Steven B. Quintanilla, Interim City Attorney

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

1. Resolution No. 2015-63\_Appointing City Treasurer

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	9/16/15 11:44 AM
City Manager Approval	<u>✓ Approved</u>	

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

Attachment: Sept 22 2015 Staff Report Appoint Treasurer (1781 : OPTIONS FOR APPOINTMENT OF CITY TREASURER)



## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Michelle Dawson, City Manager

**AGENDA DATE:** December 15, 2015

**TITLE:** SIGNATURE AUTHORITY OF CITY MANAGER

---

### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Review the signature authority previously delegated to the City Manager by the City Council.
2. Take whatever action the City Council deems appropriate.

### **SUMMARY**

Mayor Molina directed that an item to decrease the City Manager's signature authority from \$100,000 to \$25,000 be placed on the December 15, 2015 agenda.

### **DISCUSSION**

On June 9, 2015, the City Council reviewed and discussed the idea of decreasing the City Manager's signature authority from \$100,000 to \$50,000. The staff report for that item was prepared by the Financial and Management Services Department and is attached. At that time the item was tabled for further discussion.

### **ALTERNATIVES**

1. Review and discuss.
2. Take whatever action the City Council deems appropriate.

### **FISCAL IMPACT**

See attached staff report from June 9, 2015.

**NOTIFICATION**

None.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Michelle Dawson  
City Manager

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

- 1. City Manager Signature Authority Staff Report 6-9-15

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/03/15 2:46 PM
City Attorney Approval	<u>✓ Approved</u>	12/03/15 2:46 PM
City Manager Approval	<u>✓ Approved</u>	12/03/15 2:53 PM



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 9, 2015

**TITLE:** SIGNATURE AUTHORITY OF CITY MANAGER

---

### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Review the signature authority previously delegated to the City Manager by the City Council.

### **SUMMARY**

On June 9, the City Council will be presented with the Proposed Budget for Fiscal Years 2015/16-2016/17. Once the final budget is approved by City Council, all financial activities will be restricted by these approved budget limits. Following the adoption of the budget, the actions to carry out the expenditures are delegated through the levels of procurement signature that are determined by City Council Resolution No. 2008-115 which currently authorizes the City Manager (or designee) authority to enter into contracts and to procure materials up to \$100,000. Fiscal Policy 3.18 Procurement Policy complies with this resolution and further directs staff in the procurement process and directs compliance with all signature authority levels.

### **DISCUSSION**

Per the City's Municipal Code section 3.12, delegation by the City Council for authority to award contracts and procurements shall be as set forth in a resolution of the City Council. The current delegated signature authority, as established in Resolution No. 2008-115, delegates to the City Manager (or designee) authority up to \$100,000. In no case may this authority exceed specific appropriations in the City's annual budget, as approved by the City Council.



A survey conducted through the California Association of Public Procurement Officials of cities with a population similar to Moreno Valley or in close proximity to Moreno Valley is displayed in the following chart. The City’s \$100,000 threshold for City Manager delegated signature authority is comparable to the average of the following list.

City / Agency	Population	City Council/Board Approval Amount Threshold	Comments
Anaheim	345,556	\$ 100,000	All instances
Chula Vista	227,723	\$ 100,000	Materials/Equipment
Chula Vista	227,723	\$ 50,000	Public Works and Professional Services
Corona	146,164	\$ 125,000	All instances
Elk Grove	160,688	\$ 50,000	All instances
Escondido	141,788	\$ 100,000	All instances
Huntington Beach	202,250	\$ 100,000	Materials/Equipment
Huntington Beach	202,250	\$ 50,000	Professional Services
Irvine	202,079	\$ 1,000,000	All instances
Lancaster	143,818	\$ 125,000	All instances
Ontario	172,701	\$ 100,000	All instances
Oxnard	192,996	Unlimited	Good and Services
Oxnard	192,996	\$ 250,000	Public Works
Riverside	350,000	\$ 50,000	All instances
Santa Clarita	210,000	\$ 50,000	All instances
Santa Rosa	158,000	\$ 100,000	All instances
Thousand Oaks	129,000	\$ 175,000	Construction
Thousand Oaks	129,000	\$ 50,000	Equipment and Services
Torrance	147,000	\$ 40,000	Full service Charter City

Additionally, based on a survey conducted by the City of Riverside and presented to their Finance Committee on September 10, 2014, the comparable average threshold for City Managers is approximately \$100,000.

Attachment: City Manager Signature Authority Staff Report 6-9-15 (1829 : SIGNATURE AUTHORITY OF CITY MANAGER)

City	Formal Procurement Threshold
Los Angeles	\$ 100,000
San Diego	\$ 50,000
San Jose	\$ 100,000
San Francisco	\$ 50,000
Fresno	\$ 129,000
Sacramento	\$ 100,000
Long Beach	\$ 200,000
Oakland	\$ 150,000
Bakersfiled	\$ 40,000
Anaheim	\$ 100,000
Santa Ana	\$ 10,000
Riverside	\$ 50,000
Stockton	\$ 32,000
Chula Vista	\$ 100,000

If the City Manager’s signature authority were to be decreased from \$100,000 to \$50,000, any future contracts exceeding \$50,000 would need to be presented to the City Council to award the contract. Although funding for all contracts requires City Council approval, reducing the City Manager approval level would result in nearly double the amount of vendor and contract awards which would need to be brought forward for City Council approval. In fiscal year 2014/15, an additional 57 staff reports would have been researched, written, reviewed, and approved through the agenda process. Staff work for the preparation of a staff report for each of these additional Council awarded contracts would increase and could delay related services until such time as they could be calendared on the City Council agenda.

The City’s budget must be approved by City Council. The subsequent selection of a vendor or consultant must adhere to the City Council approved procurement policy and contracting process, which may involve an informal or formal Request for Proposal or Bidding process. Following the system of checks and balances the City Manager may then, and only within the restrictions of the budget and procurement policy, sign for items within the delegated approval level. When payments are issued for completed services or material received, notice of the payments are reported to City Council and to the public through the publication of the Payment Register to the City’s website and included in City Council communication.

**ALTERNATIVES**

1. Review and discuss. Staff recommends no change to the current signature levels, acknowledging the current authority adheres strictly to council-approved expenditures, is efficient, preserves checks and balances and is transparent.
2. Direct staff to provide a monthly report to City Council identifying the contracts authorized by the City Manager that fall within the current signature authority

Attachment: City Manager Signature Authority Staff Report 6-9-15 (1829 : SIGNATURE AUTHORITY OF CITY MANAGER)

level while maintaining the City Manager’s level of authority at an amount not to exceed \$100,000.

- 3. Change to Resolution No. 2008-115 to decrease the signature authority for the City Manager for contracts and other procurement transactions from \$100,000 to \$50,000 or other designated amount.

**FISCAL IMPACT**

There is no fiscal impact if the current signature level is maintained. Decreasing the signature level will have an impact in work productivity and production. Reducing the signature threshold would also delay implementation in lower value contracts.

**ATTACHMENTS**

No attachments.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Dena Heald  
Financial Operations Division Manager

Department Head Approval:  
Richard Teichert  
Chief Financial Officer

Concurred By:  
Rix Skonberg  
Purchasing & Facilities Division Manager

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	6/03/15 8:23 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	

<b>RESULT:</b>	<b>APPROVED [3 TO 2]</b>
<b>MOVER:</b>	George E. Price, Council Member
<b>SECONDER:</b>	Jeffrey J. Giba, Council Member
<b>AYES:</b>	Jeffrey J. Giba, D. LaDonna Jempson, George E. Price
<b>NAYS:</b>	Jesse L. Molina, Dr. Yxstian A. Gutierrez

Attachment: City Manager Signature Authority Staff Report 6-9-15 (1829 : SIGNATURE AUTHORITY OF CITY MANAGER)



## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Steve Quintanilla, Interim City Attorney

**AGENDA DATE:** December 15, 2015

**TITLE:** AUTHORIZATION TO RELEASE RFP FOR FEASIBILITY STUDY ON POTENTIAL FUTURE ANNEXATION

---

### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. That the City Council direct staff to dispatch the Request for Proposals to qualified annexation consultants for the preparation of a Feasibility Study regarding the proposed annexation of unincorporated territory generally situated between the City's northern boundaries and the San Bernardino County line and San Timoteo Canyon Road, the City's eastern boundary and State Route 60 and the City's western boundary and Riverside city limits.

### **SUMMARY**

Mayor Pro Tem (designate) Jeff Giba, Council Member George Price, Interim City Attorney Steve Quintanilla, Interim Deputy City Attorney Jennifer Mizrahi and Assistant City Manager Thomas DeSantis met with LAFCO Executive Director George Spiliotis to discuss the concept of City of Moreno Valley annexing unincorporated territory generally situated between the City's northern boundaries and the San Bernardino County line and San Timoteo Canyon Road, the City's eastern boundary and State Route 60 and the City's western boundary and Riverside city limits.

At the meeting with Mr. Spiliotis, it was decided that the most prudent approach to proceeding with this annexation concept is to have a Feasibility Study prepared for the City Council. The purpose of the Feasibility Study is to provide the City Council with an analysis of the options available for annexing territory within and outside the City's spheres of influence. Further, the Feasibility Study will provide the City Council with a cost estimate associated with each annexation option. Finally, the Feasibility Study will outline the procedures to effectuate each annexation option, which will address, but not

be limited to, describing and outlining the requirements concerning environmental review, pre-zoning, and the provision of municipal services.

The Feasibility Study will be presented to the City Council at a public meeting for the City Council’s consideration (and public input), at which time staff will seek direction from the City Council on how to proceed with the proposed annexation process.

**ALTERNATIVES**

1. Authorize staff to release the Request for Proposals for a Feasibility Study.
2. Not authorize staff to dispatch the Request for Proposals.

**FISCAL IMPACT**

To be determined when the proposals are presented to the City Council.

**NOTIFICATION**

Posted as an agenda item for the December 15, 2015, meeting.

**PREPARATION OF STAFF REPORT**

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

1. RFP Feasibility Study for LAFCO
2. Exhibit A - Annexation Map
3. Exhibit B - Agreement Template

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	12/03/15 2:32 PM
City Attorney Approval	<u>✓ Approved</u>	12/03/15 2:11 PM
City Manager Approval	<u>✓ Approved</u>	12/03/15 2:41 PM

**CITY OF MORENO VALLEY**

**14177 FREDERICK STREET  
PO BOX 88005  
MORENO VALLEY, CA 92552  
(951) 413-3000**

**REQUEST FOR PROPOSALS  
FOR  
ANNEXATION CONSULTING SERVICES**

**Issued:**

**DECEMBER \_\_, 2015**

**Attachment: RFP Feasibility Study for LAFCO (1827 : AUTHORIZATION TO RELEASE RFP FOR FEASIBILITY STUDY ON POTENTIAL FUTURE**

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Attachment: RFP Feasibility Study for LAFCO (1827 : AUTHORIZATION TO RELEASE RFP FOR FEASIBILITY STUDY ON POTENTIAL FUTURE

**CITY OF MORENO VALLEY**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**ANNEXATION CONSULTING SERVICES**

**ANNOUNCEMENT:**

The City of Moreno Valley ("City") invites proposals from qualified, competent, knowledgeable, and experienced firms ("Firm" or "Firms") for annexation consulting services including, without limitation, conducting a feasibility study for annexation of land, some of which is currently within the City's sphere of influence and some of which is not currently within the City's sphere of influence (collectively, the "Land"), as depicted in the map attached hereto as **Exhibit "A,"** and otherwise administer the duties and responsibilities set forth in this Request for Proposals ("RFP"), in compliance with all applicable laws, regulations, policies and procedures. Firms submitting proposals must be prepared to immediately enter into a contract ("Agreement") for the services and duties as set forth in this RFP.

**PROPOSALS/OFFER SUBMITTAL:**

Proposals will be accepted until \_\_\_\_ p.m. on January \_\_, 2016, and each must be submitted in a sealed envelope plainly marked on the outside "**SEALED BID FOR ANNEXATION FEASIBILITY SERVICES - DO NOT OPEN WITH REGULAR MAIL**" to:

The City of Moreno Valley  
 Attn: Allen Brock, Community Development Director  
 14177 Frederick Street  
 PO Box 88005  
 Moreno Valley, California 92552

**SCOPE OF SERVICES:**

The selected Firm ("Consultant") shall be prepared to provide the City with all the necessary services to fulfill its duties and obligations under the Agreement which duties and obligations include, but are not limited to, the following:

**Feasibility Study for Annexation of Land:**

The City is seeking Consultant to do the following:

- Conduct a feasibility study for annexation of the Land including annexation options, and provide separate analyses for annexation of portions of the Land both within and outside the City's sphere of influence;
- Provide the City with a cost estimate for annexation of the Land, including



separate costs for annexation of portions of the Land both within and outside the City's sphere of influence; and

- Provide the City with the procedure to effectuate the annexation of the Land, including separate procedures, if applicable, for annexation of portions of the Land both within and outside the City's sphere of influence. Such procedure must include all requirements concerning environmental, pre-zoning, and municipal services, among other things.

The Consultant is expected to conduct, at minimum, the tasks identified in the RFP ("Services"). In response to this RFP, Consultant shall provide a detailed explanation on how the required Services are to be accomplished, and may suggest additional tasks as deemed necessary to meet the stated project objectives.

### **GENERAL INSTRUCTIONS FOR SUBMITTAL:**

#### A. Proposal Submittal:

Firms shall submit one (1) original and three (3) copies by \_\_\_ p.m. (**Pacific Standard Time**), **January \_\_, 2016 ("Due Date")**, to:

The City of Moreno Valley  
Attn: Allen Brock, Community Development Director  
14177 Frederick Street  
PO Box 88005  
Moreno Valley, California 92552

#### B. Due Date and Time:

Proposals submitted after \_\_\_ p.m. on **January \_\_, 2016**, may, at the sole discretion of the City, be rejected as non-responsive and returned without review. For a proposal to be considered on time, it must be date stamped by City staff upon receipt. At the discretion of the City, a "late" proposal may be considered only if a selection cannot be determined from among proposals received on time. The City shall not be responsible for, nor accept as a valid excuse, any delay in mail service, or any other method of delivery used by the Firms. All proposals shall be enclosed in a sealed envelope with the following words clearly written on the front: "**SEALED BID FOR ANNEXATION FEASIBILITY SERVICES - DO NOT OPEN WITH REGULAR MAIL.**" Failure of any of the Firms to properly identify the sealed envelope proposal as described above may result in the proposal being considered non-responsive. All proposals shall be firm offers subject to acceptance by the City and may not be withdrawn for a period of one hundred eighty (180) calendar days following the last day to accept proposals. Proposals may not be amended after the Due Date except by consent of the City. All proposals must clearly address all of the requirements outlined in this RFP. Each proposal shall be limited to twenty (20) pages and must include a minimum of three (3) references, which include the address, telephone number, and email address of each

reference. Resumes and brochures may be added to the proposal, provided they are located in an appendix at the back of the proposal. Should the Firms have concerns about meeting any noted requirements, the Firms shall include a clearly labeled subsection with individual statements specifically identifying the concerns and exceptions.

#### C. RFP Addenda and Clarifications in Written Comments

All comments and questions from Firms must be submitted in writing and received by no later than **\_\_ p.m. on [insert day of the week], January \_\_, 2016** (“Addenda Due Date”), and must be submitted via the following approved written methods addressed to Allen Brock, Community Development Director:

1. At [allenb@moval.org](mailto:allenb@moval.org); or
2. Via mail, as long as the correspondence is received and date stamped by the City on or prior to the Addenda Due Date.

Submittal of written comments or questions shall not be considered by the City unless submitted in an approved method on or before the Addenda Due Date. Written comments or questions received via approved method and within the time prescribed herein will be addressed by the City’s issuance of an addendum. Notwithstanding anything else herein, if it becomes necessary for the City to revise any part of this RFP, or to provide clarification or additional information after this RFP has been issued, a written addendum will be sent to each recipient of record. Recipients of record shall consist of Firms on the original “bidders” mailing list, or Firms that have requested RFPs and have provided pertinent contact information in writing to the City. Addenda will also be posted and published on the City’s website, <http://www.moval.org>, as well as everywhere else the RFP was originally posted and published. Though the City shall mail out any addenda to RFP recipients of record, and in addition will post any addenda information on the City website and publish and post in accordance with the above, as soon as it becomes available, it shall be the responsibility of the interested Firms to maintain current, up to date contact information with the City if any addenda are to be mailed. All addenda shall become part of the RFP.

#### D. Pre-contractual Expenses:

The City shall not be responsible for, under any circumstances, any claims of expenses necessary for the Firms to receive, evaluate, complete and deliver the proposal. Firms should also not include any pre-contractual expenses or fees in the proposal.

#### E. Conflicts of Interest:

Interested Firms shall affirm that to the best of his or her knowledge, there exists no actual or potential conflict between the Firms’ business or financial interests, and either the services to be provided under the Agreement, or any commissioner, officer,

employee, or agent of the City. For the duration of the Agreement, the Firms shall refrain from undertaking any work for any individual, business, or legal entity, in which direct conflicts of interest regarding the services to be provided thereunder or herein may arise.

F. Proposed Contract:

The City is proposing a contract to be awarded for annexation consulting services to a qualified individual or business. This contract is based on services as needed, and as requested, and does not guarantee a commitment of time to the recipient of the contract. The Firm selected through this RFP shall be required to enter into the Agreement with the City, a form of which Agreement is attached hereto as **Exhibit "B."**

G. Insurance and Acknowledgement

Each proposal shall include a breakdown of all costs associated with issuance of the insurance endorsements described in and pertaining to Section 15 and Exhibit "E" of the Agreement ("Insurance Provisions"). Each proposal shall also include signed acknowledgement(s) in substantially the same form as the form attached hereto as **Exhibit "C,"** through which each insurance carrier that will issue any policy required in the Insurance Provisions, shall acknowledge, warrant and represent that it possesses the ability to and shall furnish all the insurance endorsements prescribed in the Insurance Provisions within thirty (30) days after the date of contract award.

**PROPOSAL FORMAT AND CONTENT:**

A. Presentation:

Proposals shall be submitted in an 8 ½" x 11" format, fastened with an effective method.

B. Proposal Content:

1. Transmittal Letter:

- a. Contact information, identification of firm, name and email address and telephone number;
- b. A statement to the effect that the proposal will remain valid for one hundred eighty (180) days from the due date for the proposals;
- c. Acknowledgement of receipt of addenda, if any; and

d. Signature of the person authorized to bind the terms of the proposal.

2. Table of Contents:

Following the transmittal, provide a table of contents for the proposal.

C. Qualifications, Related Experience and References:

1. This section shall establish the ability of the Firms to satisfy all aspects of the required work with current or recently completed annexation consulting services work, similar to the work required in this RFP.
2. Background information of the Firm, including the date of founding, legal form, number and location of offices, number of employees, days and hours of operation and any other pertinent information.
3. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, mergers) and organizational conflicts of interest that may affect the ability of the Firm to perform the required duties.
4. Certify that the Firm is not debarred, suspended or otherwise declared ineligible to contract with any other federal, state or local public agency.
5. Provide a list of business clients to which the Firm is currently providing, or has recently provided, annexation consulting services. Include company names, beginning/end dates of contracts, and names, titles and telephone numbers the City can contact as references for the Firm.
6. Furnish as an appendix, the Firm's financial information (last year's Income Statement and Balance Sheet) that accurately describes the financial stability of the Firm (financial statements will remain confidential and will be revealed only to individuals involved in the evaluation process and award of contract).

D. Proposed Staffing and Project Organization:

1. Discuss the staffing of the proposing Firm who would be assigned to perform the Services.
2. Identify the key personnel that would be assigned to perform the Services, in hours per week. Include a brief description of their qualifications and experience in performing the type of work being assigned.

3. Designate an administrator who would serve as a day-to-day contact for the City.
4. Provide any necessary organizational chart of the Firm as it relates to this RFP.

E. Work Plan / Technical Approach

1. Establish the Firm's understanding of the City's objectives and requirements, demonstrate the proper ability to meet those objectives and requirements, and clearly identify the method (plan) of accomplishing the Services.
2. Describe what information, documentation or staff assistance from the City the Firm would request from the City in order to complete the Services.
3. Provide a summary of the Firm's proposed services, with a focus on any technologies, innovations, and processes that the Firm will offer to help the City meet its objectives.

F. Cost and Price

1. This section shall disclose all charges to be assessed to the City for the required Services and declare the Firm's preferences for method and timing of payment.
2. Quote a total price for completing all Services; include all costs associated with the operating budget, including all annexation consulting service fees.
3. For all staff declared in the organizational chart, provide a schedule of hourly labor rates.

G. Appendices

Furnish as appendices, supporting documentation as requested, such as financial information and staff resumes.

**PROPOSAL EVALUATION AND CONTRACT AWARD:**

A. Evaluation Panel

An evaluation panel consisting of City staff will be responsible for reviewing, analyzing, and evaluating the proposals received. The panel may also conduct contract negotiations with the highest rated Firm(s). The evaluation panel will either select the Consultant or make recommendations to the City Council regarding selection.

## B. Evaluation Criteria

Proposals will be evaluated by the panel, considering the factors which are listed below, in no particular order of significance.

1. Cost and price;
2. Work plan;
3. Qualification and experience of Firm;
4. Staffing and organization;
5. Conformance with this RFP;
6. References of performance including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, compliance with the requirements, and other considerations; and
7. Any other criteria determined by the City.

Upon selection of the Consultant, the City may require the Consultant to make an oral presentation to the evaluation panel and/or the City Council or City Manager. The City expressly reserves the right to reject any or all proposals, with or without providing a reason and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a Firm's offer is not rejected but does not result in contract award, the City shall not be liable for any costs incurred by the Firm in connection with the preparation and submittal of the proposal.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**EXHIBIT "A"**  
**MAP**  
**SEE ATTACHED**

**EXHIBIT "B"**  
**AGREEMENT**  
**SEE ATTACHED**



**EXHIBIT "C"**

**ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS**

In recognition of \_\_\_\_\_ ("Company") having submitted a proposal to the City of Moreno Valley Request for Proposals for Annexation Consulting Services, dated January \_\_\_\_, 2016 ("RFP"), issued by the City of Moreno Valley ("City"), and in further recognition that the City requires Company to comply with certain insurance requirements as set forth in Sections 15 and Exhibit "E" ("Insurance Provisions") of the Agreement (which Agreement is defined in and made part of the RFP), I represent that I am authorized to sign on behalf of the insurance company listed below ("Insurer"), and by signing below, I acknowledge, warrant and represent that Insurer possesses the ability to, and if requested by Company, shall furnish all the insurance endorsements prescribed in the Insurance Provisions within thirty (30) days of contract award, as respecting  worker's compensation and/or  commercial general liability and/or  commercial vehicle liability insurance and/or  professional liability [PLEASE CHECK ALL THAT APPLY].






Name of Insurer [Print]

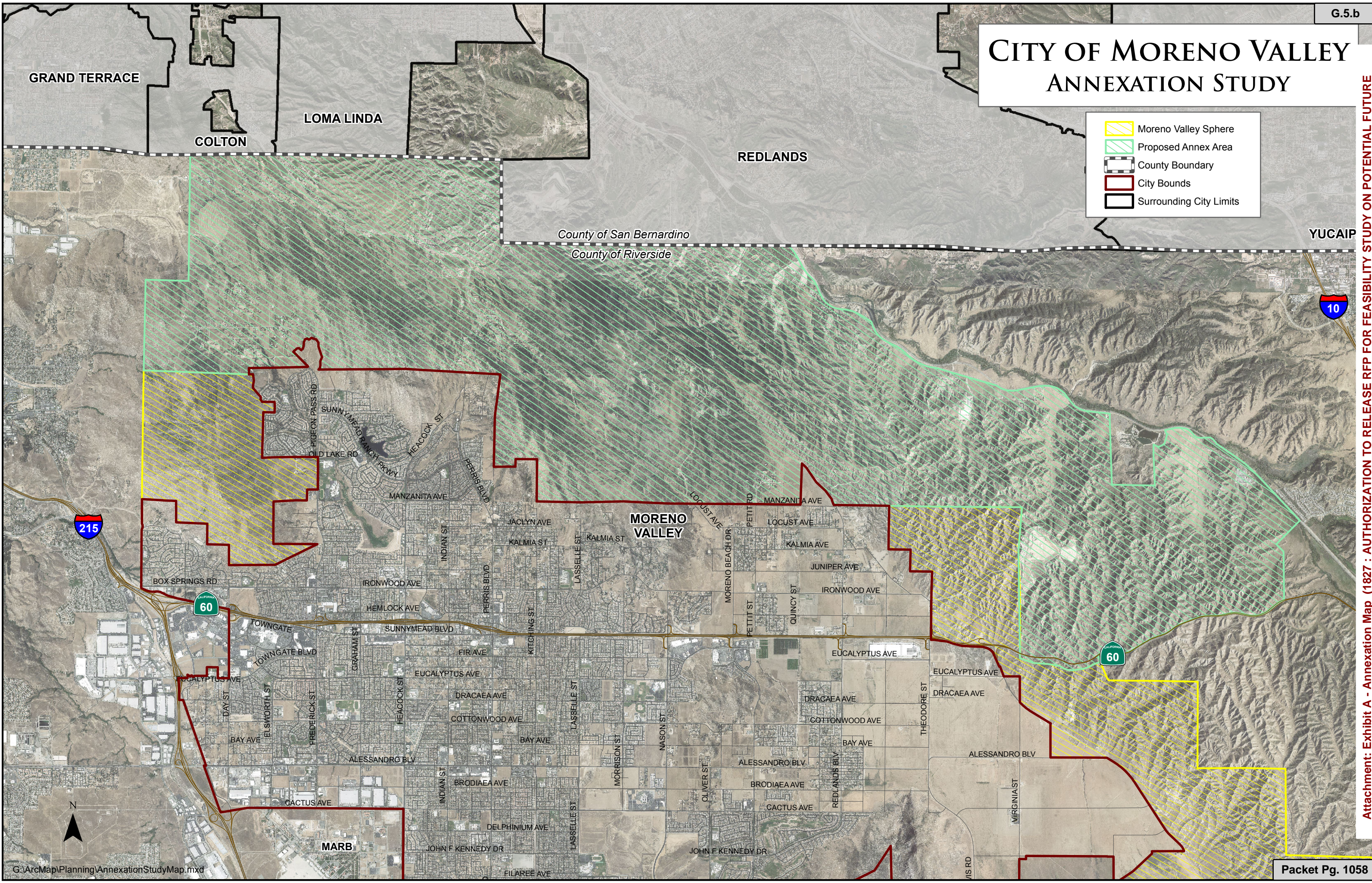
\_\_\_\_\_  
Name, Title [Print]

\_\_\_\_\_  
Signature

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# CITY OF MORENO VALLEY ANNEXATION STUDY

-  Moreno Valley Sphere
-  Proposed Annex Area
-  County Boundary
-  City Bounds
-  Surrounding City Limits



Attachment: Exhibit A - Annexation Map (1827 : AUTHORIZATION TO RELEASE RFP FOR FEASIBILITY STUDY ON POTENTIAL FUTURE

**AGREEMENT FOR PROJECT RELATED SERVICES  
PROJECT NO. \_\_\_\_\_**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and \_\_\_\_\_, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

**RECITALS**

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROJECT  
RELATED SERVICES  
PROJECT NO.**

**DESCRIPTION OF PROJECT**

1. The Project is described as \_\_\_\_\_.

Project No. \_\_\_\_\_.

**SCOPE OF SERVICES**

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

**PAYMENT TERMS**

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$\_\_\_\_\_ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

**TIME FOR PERFORMANCE**

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "\_\_\_" attached hereto and incorporated by this reference.

Or

The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through \_\_\_\_\_, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring

Attachment: Exhibit B - Agreement Template (1827 : AUTHORIZATION TO RELEASE RFP FOR FEASIBILITY STUDY ON POTENTIAL FUTURE

**AGREEMENT FOR PROJECT  
RELATED SERVICES  
PROJECT NO.**

expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

**SPECIAL PROVISIONS**

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in

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any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

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(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District (“CSD”), the Moreno Valley Housing Authority (“Housing Authority”) and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, 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 property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

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15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit E** or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.



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(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the \_\_\_\_\_ (Example: Public Works Director/City Engineer of the City or his designated representative), fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

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(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor

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shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant,

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and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2

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California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

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(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

28. Supplementary General Provisions. (For projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

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- a) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- b) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- c) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- d) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- e) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- f) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.

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RELATED SERVICES  
PROJECT NO.**

- i) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
- j) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- k) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- l) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- m) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

**SIGNATURE PAGE FOLLOWS**



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

City of Moreno Valley

Insert Contractor/Consultant Name

BY: \_\_\_\_\_  
Chief Financial Officer  
/City Manager/Mayor  
*(Select only one please)*

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

ATTEST:

\_\_\_\_\_  
City Clerk  
*(only needed if Mayor signs)*

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head  
*(if contract exceeds 15,000)*

\_\_\_\_\_  
Date

Attachment: Exhibit B - Agreement Template (1827 : AUTHORIZATION TO RELEASE RFP FOR FEASIBILITY STUDY ON POTENTIAL FUTURE

**EXHIBIT C****CITY - SERVICES TO BE PROVIDED  
TO CONSULTANT**

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

**EXHIBIT C**

**EXHIBIT D**

## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$\_\_\_\_\_.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Consultant will electronically submit an invoice to the City once a month 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 during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)  
Accounts Payable questions can be directed to (951) 413-3073.  
Copies of invoices may be submitted to the \_\_\_\_\_ Department at [<email address>@moval.org](mailto:<email address>@moval.org) or calls directed to (951) 413-????.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid

because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

[http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)

5. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

## EXHIBIT D

**EXHIBIT E****INSURANCE REQUIREMENTS****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the California Labor Code and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant’s profession.

**Minimum Limits of Insurance**

Consultant shall maintain limits of liability of not less than:

1. General Liability:
  - \$1,000,000 per occurrence for bodily injury and property damage
  - \$1,000,000 per occurrence for personal and advertising injury
  - \$2,000,000 aggregate for products and completed operations
  - \$2,000,000 general aggregate
2. Automobile Liability:
  - \$1,000,000 per accident for bodily injury and property damage
3. Employer’s Liability:
  - \$1,000,000 each accident for bodily injury
  - \$1,000,000 disease each employee
  - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence  
\$2,000,000 policy aggregate

**Umbrella or Excess Insurance**

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the “Minimum Limits of Insurance,” this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies).

**Deductibles and Self-Insured Retentions**

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

**Other Insurance Provisions**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant’s insurance coverage shall be primary and no contribution shall be required of City.

The Workers’ Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

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

### **Acceptability of Insurers**

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

### Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.