



REVISED AGENDA

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

February 21, 2017

REGULAR MEETING – 6:00 PM

City Council Study Sessions

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

City Council Meetings

Special Presentations – 5:30 P.M.

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

City Council Closed Session

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

City Hall Council Chamber – 14177 Frederick Street

**Teleconference: 22701 Springmist Drive
Moreno Valley, CA 92557**

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

Victoria Baca, Mayor Pro Tem
David Marquez, Council Member

Jeffrey J. Giba, Council Member
Vacant

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
February 21, 2017

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Moreno Valley Football Club Recognition

2. Business Spotlight
 - a) Carlos' Barber Shop (District 1)

**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
FEBRUARY 21, 2017**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

INVOCATION

Pastor Lupe Gonzalez, Templo De Milagros International

ROLL CALL

INTRODUCTIONS

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

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

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

JOINT CONSENT CALENDARS (SECTIONS A-D)

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

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

A. CONSENT CALENDAR-CITY COUNCIL

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

Recommendation: Waive reading of all Ordinances.

- A.2. MINUTES - CITY COUNCIL - REGULAR MEETING - OCT 18, 2016 6:00 PM

Recommendation: Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - REGULAR MEETING - NOV 1, 2016 6:00 PM

Recommendation: Approve as submitted.

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

Recommendation:

1. Ratify the list of personnel changes as described.

- A.5. APPROVE THE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH PENCO ENGINEERING, INC. FOR CONSTRUCTION SUPPORT FOR FARRAGUT AVENUE SIDEWALK IMPROVEMENTS PROJECT NO. 801 0066 (Report of: Public Works)

Recommendations:

1. Approve the First Amendment for Professional Consultant Services with PENCO Engineering Inc., for the Farragut Avenue Sidewalk Improvements from Sherman Avenue to Elsworth Street.
2. Authorize the City Manager to execute the First Amendment for Professional Consultant Services with PENCO Engineering, Inc.
3. Authorize the issuance of a Purchase Order increase to PENCO Engineering, Inc. for the amount of \$12,162 when the amendment has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreement for Professional Consultant Services with PENCO Engineering, Inc. not to exceed the

Purchase Order amount, subject to the approval of the City Attorney.

- A.6. PA15-0010 (TRACT 36882) – APPROVE FINAL MAP, ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS, AND APPROVE THE MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF MORENO VALLEY AND ESTANCIA II COMMUNITY ASSOCIATION FOR THE TRACT LOCATED AT THE SOUTH SIDE OF BRODIAEA AVENUE, APPROXIMATELY 600 FEET WEST OF MORENO BEACH DRIVE. DEVELOPER: FH II, LLC (Report of: Public Works)

Recommendations:

1. Accept the Agreement and Security for Public Improvements for FH II Homebuilders, Inc.
2. Authorize the Mayor to execute the Agreement.
3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.
4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.
5. Approve Tract Map 36882.
6. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.
7. Approve the Maintenance Agreement by and between The City of Moreno Valley and Estancia II Community Association.
8. Authorize the Mayor to execute the Maintenance Agreement with Estancia II Community Association.
9. Authorize the City Attorney to work with Estancia II Community Association to draft subsequent modifications or amendments to the Maintenance Agreement, as necessary, to clarify the intent and effectuate the provisions of said Agreement.
10. Authorize the City Manager to execute modifications or amendments to the Maintenance Agreement, subject to the approval of the City Attorney.
11. Authorize the City Clerk to transmit the executed Maintenance Agreement to the County Recorder's Office for recordation.

A.7. GENERAL PLAN ANNUAL REPORT (Report of: Community Development)

Recommendations:

1. **CERTIFY** that the General Plan Annual Report qualifies as an exempt project in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines.
2. **APPROVE** Resolution No. 2017-10, a Resolution of the City Council of the City of Moreno Valley, California approving the General Plan Annual Report on the implementation of the General Plan and directing staff to submit the report to the State Office of Planning and Research and the State Department of Housing and Community Development.

A.8. SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX CONSULTING SERVICES (Report of: Public Works)

Recommendations:

1. Approve the Sixth Amendment to the Agreement for Professional Consultant Services Project No. Special Districts 2014-15 Levy CFD/LLD/LMD with Willdan Financial Services, 27368 Via Industria, Suite 110, Temecula, CA 92590-4856 to provide special tax and assessment engineering consulting services.
2. Authorize the City Manager to execute the Sixth Amendment with Willdan Financial Services.
3. Authorize the issuance of a change to the Purchase Order(s) in the total amount of \$39,000 for fiscal year (FY) 2016/17 and FY 2017/18 to Willdan Financial Services and an increase to the not-to-exceed amount of the Agreement to \$232,795.
4. Authorize the City Manager to execute subsequent amendments to the Agreement, including the authority to approve purchase orders in accordance with the terms of the Agreement, provided sufficient funding appropriations have been granted by the City Council.

A.9. ADOPT RESOLUTION 2017-11 UPDATING ENERGY EFFICIENCY TARGETS FOR MORENO VALLEY UTILITY (Report of: Financial & Management Services)

Recommendation:

1. Approve Resolution No. 2017-11, a Resolution of the City Council of the City of Moreno Valley, California, to adopt the updated 2017

Energy Efficiency Target for the Moreno Valley Electric Utility
Mandated by Assembly Bill 2021.

A.10. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR DECEMBER 2016
(Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Quarterly Investment Report for quarter ended December 31, 2016, in compliance with the City's Investment Policy.

A.11. APPROVE BID AWARD FOR MOBILE ADVANCED METERING
INFRASTRUCTURE (AMI) FOR MORENO VALLEY UTILITY (Report of:
Financial & Management Services)

Recommendations:

1. Approve bid award to One Source Distributors for Mobile Advanced Metering Infrastructure (AMI) system for Moreno Valley Utility.
2. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related minor change orders up to, but not exceeding, the contingencies for the equipment as stated in the report, subject to the approval of the City Attorney.

A.12. PA04-0108 (TR 32515) – OFFSITE & ONSITE IMPROVEMENTS - ACCEPT
SUBSTITUTION AGREEMENTS AND SECURITIES FOR PUBLIC
IMPROVEMENTS DEVELOPER: LENNAR HOMES OF CALIFORNIA,
INC. (Report of: Public Works)

Recommendations:

1. Accept the two substitution Agreements for Public Improvements and securities for project PA04-0108 (TR 32515) Offsite and Onsite Improvements with Lennar Homes of California, Inc.
2. Authorize the Mayor to execute both Agreements, subject to City Attorney approval.
3. Direct the City Clerk to forward the signed Agreements to the County Recorder's Office for recordation.
4. Authorize the City Engineer to exonerate the Letter of Credit as Faithful Performance security, the Letter of Credit as Material and Labor security, and Deed of Trust as security, previously submitted by MPLC Pigeon Pass, LP, upon acceptance of the substitution agreement and securities.

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

A.13. PA15-0004 - EL POLLO LOCO - REDUCE FAITHFUL PERFORMANCE SECURITY AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THOSE PORTIONS OF PERRIS BOULEVARD SOUTH OF JOHN F. KENNEDY DRIVE ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM DEVELOPER: INFINITY RS, LLC (Report of: Public Works)

Recommendations:

1. Adopt Resolution No. 2017-12, a Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project PA15-0004 and Acceptance of those portions of Perris Boulevard south of John F Kennedy Drive 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 security, exonerate the 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 Faithful Performance security in one year when all clearances are received.

A.14. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL CONTRACTORS, INC. FOR THE HEACOCK STREET IMPROVEMENT FROM IRIS AVENUE TO GENTIAN AVENUE AND APPROVE THE REIMBURSEMENT AGREEMENT WITH WRCOG PROJECT NO. 801 0023 (Report of: Public Works)

Recommendations:

1. Award a construction contract to Sequel Contractors, Inc., 13546 Imperial Hwy, Santa Fe Springs, CA 90670, the lowest responsible bidder, for the Heacock Street Improvement from Iris Avenue to Gentian Avenue.
2. Authorize the City Manager to execute a contract with Sequel Contractors, Inc.
3. Authorize the issuance of a Purchase Order for Sequel Contractors, Inc., in the amount of \$1,789,964.00 (\$1,627,240.00 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 Sequel Contractors, Inc. up to, but not exceeding, the contingency amount of \$162,724 subject to the approval of the City Attorney.
5. Approve the Reimbursement Agreement between the Western Riverside Council of Governments (WRCOG) and the City of Moreno Valley for the construction phase of the Heacock Street Improvement from Iris Avenue to Gentian Avenue project, authorize the City Manager to execute the Reimbursement Agreement, and authorize the Public Works Director/City Engineer to approve any minor changes or amendment to the Agreement, subject to the approval of the City Attorney.
6. Authorize the Chief Financial Officer to appropriate \$434,500 as revenue and expense in the Transportation Uniform Mitigation Fees (TUMF) Fund (3003) for contract award.

A.15. MUNICIPAL CODE UPDATE – SECTION 8.12.140 - DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR (First Reading and Introduction on February 7, 2017 by a 4-0 Vote) (Report of: Public Works)

Recommendations:

1. Adopt Ordinance No. 919, an Ordinance of the City Council of the City of Moreno Valley, California, thereby amending the City of Moreno Valley Municipal Code Section 8.12.140 related to floodplain development approvals.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

B.2. MINUTES - REGULAR MEETING OF OCTOBER 18, 2016 (See A.2)

Recommendation: Approve as submitted.

B.3. MINUTES - REGULAR MEETING OF NOVEMBER 1, 2016 (See A.3)

Recommendation: Approve as submitted.

B.4. ACCEPTANCE OF 2016/17 AMENDED GRANT CONTRACT FROM THE CALIFORNIA DEPARTMENT OF EDUCATION, CHILD DEVELOPMENT SERVICES, FOR CHILD CARE SERVICES AND ADOPTION OF THE

RESOLUTION TO CERTIFY THE APPROVAL OF THE GOVERNING BOARD (Report of: Parks & Community Services)

Recommendations:

1. Authorize the acceptance of grant monies in the amended amount of \$663,817 for Fiscal Year (FY) 2016/2017 from the California Department of Education, Child Development Division, for the purpose of providing school age child care and development services; and
2. Adopt Resolution No. CSD 2017-02, a resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, certifying the approval of the governing board to enter into a transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for FY 2016/2017.

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - REGULAR MEETING OF OCTOBER 18, 2016 (See A.2)

Recommendation: Approve as submitted.

- C.3. MINUTES - REGULAR MEETING OF NOVEMBER 1, 2016 (See A.3)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - REGULAR MEETING OF OCTOBER 18, 2016 (See A.2)

Recommendation: Approve as submitted.

- D.3. MINUTES - REGULAR MEETING OF NOVEMBER 1, 2016 (See A.3)

Recommendation: Approve as submitted.

E. PUBLIC HEARINGS

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

Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Sergeant-at-Arms.

E.1. PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDING (Report of: Public Works)

Recommendations: That the City Council:

1. Conduct the Public Hearing and accept public testimony regarding the mail ballot proceeding for Trinity Baptist Church for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate to be applied to the property tax bill.
2. Direct the City Clerk to count the returned NPDES ballot.
3. Verify and accept the results of the mail ballot proceeding as maintained by the City Clerk on the Official Tally Sheet.
4. Receive and file the Official Tally Sheet with the City Clerk's office.
5. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to the Assessor's Parcel Number mentioned in this report.

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

G. REPORTS

G.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

Southern California Association of Governments (SCAG)

G.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

G.3. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

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

H.1.1. ORDINANCE AMENDING THE MUNICIPAL CODE TO REFLECT APPOINTMENT AUTHORITY OF DIRECTLY ELECTED MAYOR
(Report of: City Attorney)

Recommendations: That the City Council:

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

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

H.3. ORDINANCES - URGENCY ORDINANCES - NONE

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

PUBLIC INSPECTION

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

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

ADJOURNMENT

CERTIFICATION

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

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Marie Macias, MMC
Interim City Clerk

Date Posted: February 14, 2017

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
October 18, 2016

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Mary McLeod Bethune Elementary School - Mayoral Proclamation
2. March Middle School - Mayoral Proclamation
3. Rainbow Ridge Elementary School - Mayoral Proclamation
4. Recognition of 2016 Mayor's Cup Basketball Challenge Players - Team MoVal

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

**REGULAR MEETING – 6:00 PM
October 18, 2016**

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:03 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Molina.

INVOCATION

Dr. Kendall Shumway, Church of Jesus Christ of Latter-day Saints.

ROLL CALL

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

INTRODUCTIONS

Staff:	Michelle Dawson	City Manager
	Martin D. Koczanowicz	City Attorney
	Marie Macias	Interim City Clerk
	Marshall Eyerman	Chief Financial Officer
	Thomas M. DeSantis	Assistant City Manager
	Ahmad Ansari	Public Works Director/City Engineer
	Joel Ontiveros	Police Chief
	Abdul Ahmad	Fire Chief
	Terrie Stevens	Administrative Services Director
	Gabriel Garcia	Parks & Community Services Director

Minutes Acceptance: Minutes of Oct 18, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Mike Lee
 Allen Brock
 Kathy Gross

Economic Development Director
 Community Development Director
 Executive Assistant

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

Public comments were received from:

Morgan Haun

1. City's Workers Compensation Treatment

Melissa Martinez

1. Badger Springs Middle School Cheer Squad; request for cheer fundraising support, by Ariana Martinez.

David Marquez

1. Candidate for District 3
2. Dirty politics and false information being said about him.

Kelly Fitzpatrick

1. Education update and MVUSD misconduct

Chris Baca

1. Council Member Molina's contributions
2. Form 460's are available online
3. Political sign placement by Mayor

Edward Reid

1. Canyon Springs High School Football Stadium (Measure M)

Leo Gonzales

1. Ethics and Accountability in Government

Robert Harris

1. Ethics and Accountability in Government

Roy Bleckert

1. Ethics and the future of Moreno Valley

Rafael Bruqueras

1. Complaint regarding someone tearing down the campaign signs of Brian Lowell and asked the Mayor to follow up with the Police Department.

Evan Morgan

1. Trustee Area 5, MVUSD

2. Agreed with Mr. Reid regarding the need for a football stadium at Canyon Springs High School.
3. Ethics

Louise Palomarez

1. Ethics
2. Not in support of David Marquez and showed support for David Lara-Tellez

Librada Murillo

1. IEP, Special Education
2. Ethics

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

Council Members comments, if any:

Council Member Jempson

1. Match transactions, bankruptcy, scores of credit – ethics
2. Debra Craig, November 14 – Moreno Valley Chamber of Commerce Citizen of the Year deadline; nominations are due.
3. Congratulations to Larry Froelich, and in Memory of Laura Froelich, his wife.
4. Friends of MoVan installed.
5. EMWD Open House – more issues coming out soon.
6. Won the Mayor's Cup Basketball tournament; there are talented people in our City.

Council Member Molina

1. Regarding ethics comments – he will provide his credit score and tax returns online.
2. Commented on ethics idea, when it was brought up when he was Mayor.
3. Jobs are coming to all of Moreno Valley
4. Financial audit – wants to know where the money has gone.

Council Member Price

1. Vandalism of campaign signs.
2. Citywide Pastors meeting was a success. Get involved in schools; MVUSD pastors contact the Superintendent's office.
3. Congrats to Larry Froelich for Boy Scout Distinguished Citizen of the Year.

JOINT CONSENT CALENDARS (SECTIONS A-D)

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

Motion to Approve the Joint Consent Calendar items A.1. through D.3., which includes item A.5., but requested to bring the item back to a future Study Session after studying the options.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeffrey J. Giba, Mayor Pro Tem
SECONDER:	George E. Price, Council Member
AYES:	Gutierrez, Giba, Price, Molina, Jempson

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 - Jul 5, 2016 6:00 PM

Recommendation: Approve as submitted.

- A.3. City Council - Special Meeting - Jul 7, 2016 6:00 PM

Recommendation: Approve as submitted.

- A.4. APPROVE THE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH CASC ENGINEERING AND CONSULTING, INC. AND CALIFORNIA WATERSHED ENGINEERING FOR PLAN CHECK SERVICES OF PRELIMINARY AND FINAL WATER QUALITY MANAGEMENT PLANS (Report of: Public Works)

Recommendations:

1. Approve each First Amendment to Agreement for Professional Consultant Services with CASC Engineering and Consulting, Inc. (CASC) and California Watershed Engineering (CWE) to provide continued on-call engineering plan check services of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP) for the Land Development Division.
2. Authorize the City Manager to execute each First Amendment to Agreement with CASC and CWE, subject to the approval of the City Attorney.
3. Authorize an increase in the purchase orders to CASC and CWE in the amount of \$60,000.00 each, and authorize the Chief Financial

Officer to approve subsequent related purchase orders up to a maximum of four annual extensions to CASC and CWE, for a maximum contract value of not to exceed \$425,000.00 per each consultant, in accordance with the approved terms of the Agreements.

4. Authorize the Chief Financial Officer to make any necessary budget adjustment appropriations related to expenditures and offsetting revenues.
5. Authorize the City Manager to execute any subsequent Extensions up to a maximum of four annual extensions or Amendments to the Agreement with each consultant, including the authority to authorize associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

A.5. REMOVAL OF DESIGNATED COMMERCIAL VEHICLE PARKING ON CONCORD WAY, REVERE PLACE, AND A PORTION OF HEACOCK STREET (Report of: Public Works)

Recommendation:

1. Approve the removal of the designated commercial vehicle parking on Concord Way, Revere Place, and a portion of Heacock Street.

A.6. APPROVE 2017 ANNUAL SYSTEM RESOURCE ADEQUACY PLAN FOR MORENO VALLEY UTILITY (Report of: Financial & Management Services)

Recommendation:

1. Approve the Annual System Resource Adequacy Plan for 2017.

A.7. PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AS AMENDMENT NO. 14 AND 19 (Report of: Public Works)

Recommendation:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2016-70, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territories to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended maps for said district.

A.8. PA16-0002 – SRG ACQUISITION, LLC 436,350 SQUARE-FOOT DISTRIBUTION BUILDING. ADOPTION OF THE PROPOSED

RESOLUTION FOR THE SUMMARY VACATION OF A PORTION OF LAND LOCATED ACROSS ASSESSOR PARCEL NUMBERS 316-210-019, 316-210-020, 316-210-057, AND 316-210-077 LOCATED ON THE WEST SIDE OF INDIAN STREET AT GROVE VIEW ROAD DEVELOPER: SRG ACQUISITION, LLC (Report of: Public Works)

Recommendations:

1. Adopt Resolution No. 2016-71. A Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of a Portion of Land Located over a Portion of Assessor Parcel Numbers 316-210-019, 316-210-020, 316-210-057, and 316-210-077 Located on the West Side of Indian Street at Grove View Road.
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.9. APPROVE REIMBURSEMENT AGREEMENT FOR RELOCATION OF EASTERN MUNICIPAL WATER DISTRICT (EMWD) FACILITIES, AND APPROVE AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH PSOMAS, FOR ALESSANDRO BOULEVARD/ ELSWORTH STREET INTERSECTION IMPROVEMENT, PROJECT NO. 801 0047 (Report of: Public Works)

Recommendations:

1. Approve the "Reimbursement Agreement" with Eastern Municipal Water District (EMWD) for relocation of water facilities for the Alessandro Boulevard and Elsworth Street Intersection Improvement Project.
2. Authorize the City Manager to execute the "Reimbursement Agreement" in the form attached hereto upon concurrence by EMWD.
3. Authorize the Public Works Director/City Engineer to execute any subsequent related minor changes that may be requested by EMWD, subject to the approval of the City Attorney.
4. Authorize a revenue appropriation of \$98,230.00 (\$89,300 plus 10% contingency) per the Reimbursement Agreement with EMWD for waterline facilities relocation work.
5. Authorize the Chief Financial Officer to appropriate \$98,230.00 as revenue and \$98,230.00 as expense in the Public Works General Capital Projects Fund (3002) for the relocation of EMWD water facilities.
6. Approve Amendment No. 1 to the Agreement for Professional Consultant Services with PSOMAS, for the Alessandro Boulevard and Elsworth Street Intersection Improvement.
7. Authorize the City Manager to execute Amendment No. 1 to the

Agreement for Professional Consultant Services with PSOMAS.

8. Authorize the increase of the Purchase Order with PSOMAS in the amount of \$14,755.00 when the amendment has been signed by all parties.
9. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreement for Professional Consultant Services with PSOMAS, not to exceed the Purchase Order amount, subject to the approval of the City Attorney.
10. Authorize an appropriation of \$20,000.00 of unallocated Measure A funds (2001) for the project.

A.10. CALIFORNIA BAPTIST UNIVERSITY LETTER OF INTEREST (Report of: Economic Development)

Recommendation:

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

A.11. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

Recommendation:

1. Ratify the list of personnel changes as described.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

B.2. MINUTES - REGULAR MEETING OF JULY 5, 2016 (See A.2)

Recommendation: Approve as submitted.

B.3. MINUTES - REGULAR MEETING OF JULY 7, 2016 (See A.3)

Recommendation: Approve as submitted.

- B.4. APPROVE AND EXECUTE AGREEMENT FOR THE INSTALLATION OF PLAY EQUIPMENT AT SHADOW MOUNTAIN PARK (Report of: Parks & Community Services)

Recommendations:

1. Approve the Agreement for the Installation of Play Equipment at Shadow Mountain Park with Micon Construction, in the amount of \$415,512 (base bid of \$375,512 plus a \$40,000 contingency).
2. Authorize the Executive Director to execute the Agreement for the Installation of Play Equipment at Shadow Mountain Park with Micon Construction; and issuance of the Purchase Order for construction beginning once the Agreement has been fully executed.
3. Authorize the Executive Director to execute any subsequent related Extensions or Amendments to the Agreement.
4. Authorize the Parks and Community Services Director to accept the improvements into the Community Services District's maintained system upon acceptance of the improvements as complete.

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 JULY 5, 2016 (See A.2)

Recommendation: Approve as submitted.

- C.3. MINUTES - REGULAR MEETING OF JULY 7, 2016 (See A.3)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - REGULAR MEETING OF JULY 5, 2016 (See A.2)

Recommendation: Approve as submitted.

D.3. MINUTES - REGULAR MEETING OF JULY 7, 2016 (See A.3)

Recommendation: Approve as submitted.

E. PUBLIC HEARINGS

E.1. PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDING (Report of: Public Works)

Mayor Gutierrez opened the public testimony portion of the public hearing. Public testimony was received from Rafael Brugueras (Supports).

Recommendations: That the City Council:

1. Conduct the Public Hearing and accept public testimony regarding the mail ballot proceeding for Kearny Modular Way, LLC for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate to be applied to the property tax bill.
2. Direct the City Clerk to count the returned NPDES ballot.
3. Verify and accept the results of the mail ballot proceeding as maintained by the City Clerk on the Official Tally Sheet.
4. Receive and file the Official Tally Sheet with the City Clerk's office.
5. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to the Assessor's Parcel Numbers mentioned in this report.

Motion to Approve Staff's Recommendation Nos. 1 and 2

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jesse L. Molina, Council Member
SECONDER:	Jeffrey J. Giba, Mayor Pro Tem
AYES:	Gutierrez, Giba, Price, Molina, Jempson

The City Clerk announced the results as follows:

National Pollutant Discharge Elimination System (NPDES) Maximum Commercial/Industrial Regulatory Rate for Kearny Modular Way, LLC

Kearny Modular Way, LLC - Weighted Ballot Count: 6 "Yes" vote, -0- "No" vote; passed

Motion to Approve Recommendation Nos. 3, 4 and 5

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jesse L. Molina, Council Member
SECONDER:	George E. Price, Council Member
AYES:	Gutierrez, Giba, Price, Molina, Jempson

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

G. REPORTS

G.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

Item G.1. was heard after G.2.

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

March Joint Powers Commission (JPC)

No Report

Riverside County Habitat Conservation Agency (RCHCA)

No Report

Riverside County Transportation Commission (RCTC)

Mayor Gutierrez provided an update from the meeting of October 10th. The Board approved a consultant agreement to provide system design and video monitoring in support of the State Route 91 Express Lanes Traffic Operations Center. The Express Lanes project is scheduled to open in early 2017.

In addition, the Board approved an amendment to the Motorist Assistance Program within Riverside County's freeway and highway system. The program is comprised of three components - call boxes, Freeway Service Patrol (FSP), and traveler information services including the website, ie511.org. With cell phone ownership over 92% and the availability of other motorist aid alternatives, demand for call boxes continues to decline. The amendment will modify the usage threshold to remove call boxes with only six or fewer calls per year. This change results in the removal of approximately sixty-six percent of existing freeway call boxes and generates a savings of \$214,000 in upgrade costs and an annual savings of \$205,000 for continued maintenance and operations.

Lastly, staff announced that the Governor signed Assembly Bill 1943, sponsored by RCTC. AB 1943 gives RCTC authority to establish parking regulations at their commuter rail stations.

Riverside Transit Agency (RTA)

Council Member Molina provided an update from the October 5th Administration and Operations Committee meeting.

The Board approved funding for an Intermodal Mobility Hub in the City of Hemet. A key element in the City of Hemet Downtown Specific Plan, the facility will meet the projected demand for local and regional transit services, host a park and ride lot, establish electric vehicle charging stations, and support a possible extension of Metrolink commuter rail service to the San Jacinto Valley.

In addition, the Board received an update on the First and Last Mile Strategic Plan project. The study has identified six pilot locations to develop a toolbox of strategies for making improved bicycling and walking connections to transit routes. One of the selected pilot locations is in Moreno Valley near the Amazon Fulfillment Center in the southerly part of the City.

Western Riverside Council of Governments (WRCOG)

Mayor Pro Tem Giba reported that he will be attending the second WRCOG Ad Hoc Committee tomorrow regarding TUMF and the Nexus study and will continue to keep everyone updated as the information becomes available.

Western Riverside County Regional Conservation Authority (RCA)

No Report

School District/City Joint Task Force

No Report

Southern California Association of Governments (SCAG)

Mayor Pro Tem Giba reported that he attended the Housing Summit in Los Angeles regarding Transportation and Multi-use on how to build our cities and how to deal with development that is not wanted. There is a high demand for affordable housing.

Allen Brock will be applying for SCAG grants mid-November.

For those who are interested, there will be another SCAG District 69 update coming soon. If you would like a copy of any past updates, please contact the City Council office and ask for Shanna Palau or Angel Migao.

Box Springs Mutual Water District (BSMWD)

No Report

Item G.2. was heard before G.1.

G.2. PURCHASE AND SALE AGREEMENT FOR SOUTHERN CALIFORNIA EDISON STREET LIGHTS (Report of: Public Works)

Recommendations: That the City Council:

1. Approve the Purchase and Sale Agreement, including the Light Pole License Agreement, in substantially the form attached hereto, with Southern California Edison to acquire approximately 9,411 street lights and authorize the City Manager to execute the necessary documents subject to City Attorney final approval.
2. If the Agreement is approved, direct staff to bring financing options, energy efficient conversion options and review of the street light standards back to the City Council for consideration.

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

RESULT:	APPROVED [4 TO 0]
MOVER:	Jesse L. Molina, Council Member
SECONDER:	Jeffrey J. Giba, Mayor Pro Tem
AYES:	Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, Jesse L. Molina, D. LaDonna Jempson
ABSTAIN:	George E. Price

Recess at 8:16 p.m.

Reconvened at 8:30 p.m.

G.3. CITY MANAGER'S REPORT

All items presented in the agenda include a reference to the Momentum MoVal Strategic Plan. This is part of the accountability for the staff work and tying in all the agenda items to the strategic plan objectives. November 1st will include a brief status update and every six months following.

G.4. CITY ATTORNEY'S REPORT

City Attorney reminded the City Council of the trial he will be attending on October 31.

H. LEGISLATIVE ACTIONS

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

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

H.3. ORDINANCES - URGENCY ORDINANCES - NONE

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

Mayor Pro Tem Giba

1. Edward Reed spoke about schools and stadiums that share; not important that every school has a stadium and many do share.
2. Mistletoe Magic Gala at Rancho Verde High School will be November 22 from 6-9.
3. District 2 Groundbreaking – new site amenities for park, thank you to Gabe Garcia for providing a report. This will be an all-inclusive park for special needs children. The dedication to come in April 2017.
4. Attended the State of the City Address in Wildomar.

ADJOURNMENT

There being no further business the Regular Meeting adjourned at 8:47 p.m.

Submitted by:

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

Approved by:

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

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
November 1, 2016

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Animal Shelter Public Service Announcement (JG/JM)
2. Proclamation Recognizing National Animal Shelter and Rescue Appreciation Week - November 6 - 12, 2016
3. Badger Springs Middle School - Mayoral Proclamation - (YG)
4. Val Verde Academy - Mayoral Proclamation (YG)

**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 1, 2016**

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:07 p.m. by Mayor Pro Tem Giba in the Council Chamber located at 14177 Frederick Street.

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

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Tom Jerele.

INVOCATION

Pastor Edward Cueto, Fuel and flames Ministries

ROLL CALL

- | | | |
|----------|----------------------|-------------------------------------|
| Council: | Jeffrey J. Giba | Mayor Pro Tem |
| | George E. Price | Council Member |
| | Jesse L. Molina | Council Member |
| | D. LaDonna Jempson | Council Member |
| Absent: | Yxstian A. Gutierrez | Mayor |
| Staff: | Michelle Dawson | City Manager |
| | Martin Koczanowicz | City Attorney |
| | Marie Macias | Interim City Clerk |
| | Marshall Eyerman | Chief Financial Officer |
| | Thomas M. DeSantis | Assistant City Manager |
| | Ahmad Ansari | Public Works Director/City Engineer |
| | Joel Ontiveros | Police Chief |
| | Abdul Ahmad | Fire Chief |

Minutes Acceptance: Minutes of Nov 1, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Rix Skonberg
 Gabriel Garcia
 Mike Lee
 Allen Brock
 Ewa Lopez

Purchasing & Facilities Division Manager
 Parks & Community Services Director
 Economic Development Director
 Community Development Director
 Deputy City Clerk

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

Public comments were received from:

Steen Rasmussen (representing homeowners at the Moreno Valley Ranch Golf Course)

1. Presented petition to the City Council opposing the proposal by Bridge Investment Group to build a 450 apartment complex on an 18-acre site on the driving range of the golf course; a copy was provided to the City Manager and City Attorney

Bob Palomarez

1. Former Council Member Richard Stewart endorsing Mayor Gutierrez
2. Addressed Council Member Molina's reference to Mount Sinai at the last Council meeting

Mona Daugherty

1. Thanked Council Members for their hard work
2. Spoke in defense of Council Member Jempson

Scott Heveran

1. Political finance reform/campaign contributions

Lindsay Robinson

1. Legal cost for WLC litigation and reimbursement from Highland Fairview

Roy Bleckert

1. Measure L (TOT tax)
2. Need for public input

Rafael Brugueras

1. Election/political signs

Tom Jerele

1. Passing of John Hayes, a very active member of the community and one of the public speakers in the early 90s; requested that the Council meeting be adjourned in memory of John Hayes

James Baker, Parks and Recreation Commissioner representing "M" Landmark Improvement Project

1. Lighting of the landmark "M"

Louise Palomarez

1. Council Members
2. Moreno Valley Ranch Golf Course

Chris Baca

1. Campaign literature/campaign mailers

Irma Flores

1. Overpayment of public funds

JOINT CONSENT CALENDARS (SECTIONS A-D)

Mayor Pro Tem Giba opened the Consent Agenda items for public comments, which were received from Rafael Brugueras (Items A3, A4 and A7).

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

A. 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. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2016/2017 AS OF 7/1/16 AND REIMBURSABLE ACTIVITIES REPORT FOR JULY 1, 2016 - SEPTEMBER 30, 2016 (Report of: City Clerk)

Recommendation:

1. Receive and file the Fiscal Year 2016/2017 Council Discretionary Expenditure Reports and the Reimbursable Activities Report as of July 1, 2016 through September 30, 2016.

- A.3. APPROVAL OF AMENDMENT TO CONTRACT WITH TRUEPOINT SOLUTIONS FOR DEVELOPMENT SERVICES SOFTWARE AND PROFESSIONAL SERVICES (Report of: City Manager)

Recommendation:

1. Authorize the City Manager to execute a first amendment to a contract with TruePoint Solutions, LLC for professional services and

development services related software for an additional amount of \$49,950 with a total contract amount not to exceed \$97,050.

A.4. AMENDMENT TO LYONS SECURITY SERVICES, INC. AGREEMENT
(Report of: Administrative Services)

Recommendations:

1. Approve the Agreement Amendment in the amount of \$90,000 for Professional Security Services with Lyons Security Services, Inc. to provide Armed Guard Services and additional contract hours.
2. Authorize the City Manager to execute the Agreement Amendment for Professional Security Services with Lyons Security Services Inc.
3. Approve the budget adjustment as set forth in the fiscal impact section.
4. Authorize the Purchasing and Facilities Manager to issue a Purchase Order once the Agreement Amendment has been fully executed.
5. Authorize the City Manager to execute any subsequent related Extensions or Amendments to the Agreement, including the authority to authorize associated Purchase Order changes in accordance with the terms of the Agreement, subject to the approval of the City Attorney, provided any such amendments do not increase the contract amount by more than 10% (percentage) annually.

A.5. PAYMENT REGISTER - AUGUST 2016 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

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

Recommendation:

1. Ratify the list of personnel changes as described.

A.7. APPROVE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE COTTONWOOD INTERIM BASIN PROJECT NO. 804 0013 (Report of: Public Works)

Recommendation:

1. Approve the “Cooperative Agreement” with Riverside County Flood Control and Water Conservation District (District) for the Cottonwood Interim Basin Improvements Project.
2. Authorize the City Manager to execute the “Cooperative Agreement” in the form attached hereto upon concurrence by the District.
3. Authorize the Public Works Director/City Engineer to approve any minor changes that may be requested by the District subject to the approval of the City Attorney.
4. Authorize the Public Works Director/City Engineer to execute any future amendments subject to the approval of the City Attorney.

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. APPROVE AND EXECUTE LICENSE AGREEMENT BETWEEN CITY OF MORENO VALLEY AND SIATECH (Report of: Parks & Community Services)

Recommendation:

1. Approve the Facility License Agreement for SIATech (School for Integrated Academics & Technologies)

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.

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.

E. PUBLIC HEARINGS

E.1. PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDING (Report of: Public Works)

Mayor Pro Tem Giba opened the public testimony. Public testimony was received from Rafael Brugueras.

Recommendations: That the City Council:

1. Conduct the Public Hearing and accept public testimony regarding the mail ballot proceeding for Trinity Baptist Church for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate to be applied to the property tax bill.
2. Direct the City Clerk to count the returned NPDES ballot.
3. Verify and accept the results of the mail ballot proceeding as maintained by the City Clerk on the Official Tally Sheet.
4. Receive and file the Official Tally Sheet with the City Clerk's office.
5. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to the Assessor's Parcel Number mentioned in this report.

Motion to approve Recommendation No. 2.

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

The City Clerk announced results:

Received one ballot from Trinity Baptist Church marked "No" - failed

Motion to Approve Recommendations Nos. 3 and 4

Minutes Acceptance: Minutes of Nov 1, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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

E.2. ADOPTION OF 2016 CALIFORNIA BUILDING CODES, CALIFORNIA CODE OF REGULATIONS, TITLE 24, INCORPORATING THE LATEST EDITIONS OF THE MODEL CODES WITH AMENDMENTS (Report of: Community Development)

Mayor Pro Tem Giba opened the public testimony. Public testimony was received from Tom Jerele Sr.

Recommendations: That the City Council:

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

RESULT:	APPROVED FIRST READING OF ORDINANCE [UNANIMOUS] Next: 11/15/2016 6:00 PM
MOVER:	Jesse L. Molina, Council Member
SECONDER:	D. LaDonna Jempson, Council Member
AYES:	Jeffrey J. Giba, George E. Price, Jesse L. Molina, D. LaDonna Jempson
ABSENT:	Dr. Yxstian A. Gutierrez

E.3. URGENCY ORDINANCE BANNING SALE, DISTRIBUTION AND CULTIVATION OF NON-MEDICAL MARIJUANA (Report of: City Attorney)

Mayor Pro Tem Giba opened the public testimony. Public testimony was received from Scott Heveran, Rafael Brugueras (supports), Tom Jerele Sr. (supports), Louise Palomarez (postpone until after election), and Milly Bailey (postpone the adoption).

Recommendations: That the City Council:

Minutes Acceptance: Minutes of Nov 1, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

1. Adopt the Urgency Ordinance No. 916, an Ordinance of the City Council of the City of Moreno Valley, California, banning all non-medical marijuana commercial activity in the City until new Development Standards or permanent prohibition is established.

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

E.4. ORDINANCE REGULATING SMOKE SHOP USES CITYWIDE (Report of: Community Development)

Mayor Pro Tem opened the public testimony. Public testimony was received from Rafael Brugueras (supports), Milly Bailey, and Chris Baca.

Recess at 8:27 p.m.

Reconvened at 8:40 p.m.

Recommendations: That the City Council:

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

Motion to approve Recommendations Nos. 2 and 3.

RESULT:	APPROVED FIRST READING OF ORDINANCE [UNANIMOUS] Next: 11/15/2016 6:00 PM
MOVER:	Jesse L. Molina, Council Member
SECONDER:	D. LaDonna Jempson, Council Member
AYES:	Jeffrey J. Giba, George E. Price, Jesse L. Molina, D. LaDonna Jempson
ABSENT:	Dr. Yxstian A. Gutierrez

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)

Council Member Molina provided an update from the March Joint Powers Commission meeting held on October 26th.

The JPC agenda contained numerous JPA activities including:

- The JPC approved a condition of approval for the developers of the Alessandro Commerce Center (which is at Alessandro and Brown - County property adjacent to the JPA) to construct street improvements when they develop two industrial buildings totaling 814,360 sq. ft. that were approved by the County Board of Supervisors.
- The March Field Air Museum’s new Executive Director, Paul Hammond provided an overview of his commitment to marketing the Museum as a premier destination in the region.
- MJPA Executive Director Danielle Wheeler presented on the Honorary Commander's Program’s mission to increase military involvement in civic endeavors. Dr. Wheeler indicated that General Muncy is reinstating the Honorary Commander’s Program in 2017.
- Dr. Wheeler reported that a consultant was retained to assess the Golf Course property related to the Cemetery expansion.

Riverside County Habitat Conservation Agency (RCHCA)

None

Riverside County Transportation Commission (RCTC)

Minutes Acceptance: Minutes of Nov 1, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Mayor Pro Tem Giba reported on behalf of Mayor Gutierrez that at the October 24th Western Riverside County Programs and Projects Committee meeting, the Board approved agreements with Omnitrans and Megabus to provide multimodal connections at RCTC's Riverside Downtown Metrolink station. The agreements provide reimbursements to the local transit providers for transferring passengers that present valid Metrolink passes.

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

Lastly, the Board renewed an agreement with the Orange County Transportation Authority (OCTA) to continue the Angels Express Metrolink service for the next season of Angels baseball games. This popular service, offered at only \$7, provides round trip transportation to selected Friday home games at Angels Stadium on the Metrolink Inland Empire - Orange County line. Go to www.metrolinktrains.com for more information.

Riverside Transit Agency (RTA)

Council Member Molina reported that at the October 27 meeting, the Board approved approximately \$268,000 of funding in support of a State Route 74 / Florida Avenue Complete Streets project. This collaborative effort between Caltrans and the City of Hemet will improve forty existing bus stops along the 10.3-mile corridor.

Also, the Board received an update on the First and Last Mile Strategic Plan project. RTA received funds under a Transit Planning for Sustainable Communities Grant Program to study ways to improve access to transit services. The study has identified six pilot locations to develop a toolbox of strategies for making improved bicycling and walking connections to transit routes. One of the selected pilot locations is in Moreno Valley near the Amazon Fulfillment Center in the southerly part of the City.

Western Riverside Council of Governments (WRCOG)

No report.

Western Riverside County Regional Conservation Authority (RCA)

No report

School District/City Joint Task Force

Council Member Jempson reported from the October 24th Joint Task Force Meeting. Council Member Jempson stated that SCAG has a million dollars in grant money with a variety of ways the money can be used. SCAG will fund three

types of projects: 1) Community or Area - Wide Active Transportation Plans, 2) Non-Infrastructure Projects, and 3) Capacity Building Mini-Grants. There are no matching funds or reduced areas. The City would like to collaborate with Moreno Valley Unified School District and Val Verde Unified School District as a team. The grant is due by November 18th.

Southern California Association of Governments (SCAG)

Mayor Pro Tem Giba announced that SCAG meeting will be held this week.

Mayor Pro Tem Giba stated that he attended Transportation Summit at Disneyland sponsored by SCAG and will share information with the City staff.

Yesterday, he attended Earthquake Summit sponsored by SCAG. Grants are available for residents for retrofitting houses for seismic fixes. The City was invited to a special workshop to help define what cities and regions can do to defend and protect storm water system. Mayor Pro Tem stated that he will share PowerPoint from SCAG.

Box Springs Mutual Water District (BSMWD)

No report

G.2. REQUEST FOR FUNDING AND RELATED BUDGET AMENDMENT TO RESTORE A DEPUTY CITY ATTORNEY POSITION (Report of: City Attorney)

Recommendations: That the City Council:

1. Restore the position of Deputy City Attorney to the City's Position Control Roster.
2. Approve a budget adjustment as set forth in the Fiscal Impact section of this report.

Mayor Pro Tem Giba requested to table the item until after Council's budget review.

Motion to table the item.

RESULT:	TABLED [3 TO 1]
MOVER:	Jeffrey J. Giba, Mayor Pro Tem
SECONDER:	Jesse L. Molina, Council Member
AYES:	Jeffrey J. Giba, Jesse L. Molina, D. LaDonna Jempson
NAYS:	George E. Price
ABSENT:	Dr. Yxstian A. Gutierrez

G.3. STATUS UPDATE ON STRATEGIC PLAN (Report of: City Manager)

Recommendation:

Minutes Acceptance: Minutes of Nov 1, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

- 1. That the City Council receive and file the City Manager’s status update on Momentum MoVal Strategic Plan objectives and initiatives.

G.4. 2016 REFUNDING OF THE 2007 LEASE REVENUE BONDS (Report of: Financial & Management Services)

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

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

Motion to table the item until it goes to the next Finance Subcommittee meeting.

The item will go forward to the November 15, 2016 City Council meeting.

RESULT:	CONTINUED [UNANIMOUS]	Next: 11/15/2016 6:00 PM
MOVER:	Jeffrey J. Giba, Mayor Pro Tem	
SECONDER:	Jesse L. Molina, Council Member	
AYES:	Jeffrey J. Giba, George E. Price, Jesse L. Molina, D. LaDonna Jempson	
ABSENT:	Dr. Yxstian A. Gutierrez	

G.5. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)
None

Minutes Acceptance: Minutes of Nov 1, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

G.6. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)

City Attorney stated that he has a trial tomorrow in Ventura and will be back on Tuesday.

H. LEGISLATIVE ACTIONS

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

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

H.3. ORDINANCES - URGENCY ORDINANCES - NONE

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

Council Member Price

1. Coffee with a Cop meeting will be held on November 2, 8-10 a.m., at Starbucks at Moreno Beach.
2. Zone Meeting will be held on November 16 at Renaissance Village; this is a very good meeting to ask questions about policing in our area.
3. Christmas tree lighting ceremony will be held on December 3; Kwanzaa, Christmas and Hanukkah will be celebrated.
4. Thanked all candidates who showed up at the candidate forum; a good opportunity to share your position.
5. Stated that he was invited to attend the Ontario Airport transfer from L.A. Airport Authority to Ontario Airport on November 2; now it will be a regional airport and will have ability to negotiate with airlines on gate space and rentals.
6. Attended, with Mayor Pro Tem Giba, Air and Marine Operations Center expansion last week.
7. Good news for residents living behind Stater Bros. - hours when deliveries and pick ups are accepted for trucks were posted to mitigate noise issue.
8. Next week we will have election - recommended to verify election materials, as a lot of it is misinformation.
9. There is no Council meeting next week; stated that he is leaving town until November 18.

Council Member Molina

1. Referred to speaker's comment regarding Mount Sinai in Egypt. Stated that he didn't mean to offend anybody.
2. Wished fellow council members the best of luck in election.
3. Thanked staff for putting up with a lot of demands from Council.
4. There are a lot of things we need to get accomplished.

Council Member Jempson

1. This Friday is a community night supporting our youth at high schools.
2. The Moreno Valley Friends of the Library will have its annual meeting to install new officers on Sunday, at the Cottonwood Golf Center; they are welcoming anyone who wants to attend and become a member.
3. Stated that she missed Air Quality meeting because one of the organizations that the Council provides CDBG grant money, Voices for Children, had get together of their volunteers. Voices for Children organization advocates for foster kids; thanked council members for supporting these efforts.
4. Thanked speaker Mr. Rafael for sharing personal battle to save others.
5. Agreed with speaker Chris Baca regarding election campaign - stated she wishes we can run of our merits. Wishes everyone the best of luck.

Interim City Clerk Marie Macias stated that we currently have seven vacancies on Boards and Commissions. The recruitment closed on October 28, and nine applications have been received. These vacancies are scheduled for Council's appointments at the November 15 meeting. However, Mayor Gutierrez recommended that staff holds off on the appointments until after the election. Staff is seeking the Council's consensus as to whether to wait until the new Council is seated or to place the appointments for the November 15. The Council agreed to place the appointments on November 15 agenda.

Mayor Pro Tem Giba

1. Provided information regarding upcoming election: ballots must be postmarked by November 8, Election Day, and received within 3 days of the election for the vote to count.
2. The City of Moreno Valley is a designated vote-by-mail drop off location.
3. Moreno Valley has one local measure on the ballot, Measure L.
4. All Moreno Valley residents will have the opportunity to vote for Mayor, and residents in Districts 1 and 3 will be able to vote for City Council members.
5. To find your district, please visit the City Clerk's Office Website at www.moval.org. Also, residents may find more information about Measure L at www.moval.org.
6. Riverside County is seeking individuals to work as election officers at polling places throughout the County. For more information, you may contact the Election Office recruiters at 951.486.7200 or visit the Registrar's Website at www.voteinfo.net.
7. If you would like more local election information, please visit the Riverside County Election Office at www.voteinfo.net or City's Website at www.moval.org.
8. Voices for Children organization is close to his heart. It is wonderful that the Council supported this organization. He shared a story about his parents fostering a teenager.

Council Member Price moved to adjourn the meeting in memory of John Hays.

ADJOURNMENT

There being no further business the Regular Meeting was adjourned at 9:41 p.m.

Submitted by:

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

Approved by:

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



Report to City Council

TO: Mayor and City Council

FROM: Terrie Stevens, Administrative Services Director

AGENDA DATE: February 21, 2017

TITLE: LIST OF PERSONNEL CHANGES

RECOMMENDED ACTION

Recommendation:

1. Ratify the list of personnel changes as described.

DISCUSSION

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

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

FISCAL IMPACT

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

PREPARATION OF STAFF REPORT

Prepared By:
Terrie Stevens
Administrative Services Director

Department Head Approval:
Terrie Stevens
Administrative Services Director

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Personnel Changes 2.21.17

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/30/17 1:54 PM
City Attorney Approval	<u>✓ Approved</u>	1/30/17 11:04 AM
City Manager Approval	<u>✓ Approved</u>	2/06/17 11:10 AM

**City of Moreno Valley
Personnel Changes
February 21, 2017**

New Hires

None

Promotions

Mitchell Quinonez

From: Recreation Program Leader, Parks & Community Services

To: Administrative Assistant, Fire/Fire Prevention

Virginia Celis-Garibay

From: Recreation Aide (Part-Time Temp), Parks & Community Services

To: Recreation Program Leader (Part-Time Career), Parks & Community Services

Transfers

None

Separations

Yessenia Barajas

Administrative Assistant

Fire/Fire Prevention



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 21, 2017

TITLE: APPROVE THE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH PENCO ENGINEERING, INC. FOR CONSTRUCTION SUPPORT FOR FARRAGUT AVENUE SIDEWALK IMPROVEMENTS PROJECT NO. 801 0066

RECOMMENDED ACTION

Recommendations:

1. Approve the First Amendment for Professional Consultant Services with PENCO Engineering Inc., for the Farragut Avenue Sidewalk Improvements from Sherman Avenue to Elsworth Street.
2. Authorize the City Manager to execute the First Amendment for Professional Consultant Services with PENCO Engineering, Inc.
3. Authorize the issuance of a Purchase Order increase to PENCO Engineering, Inc. for the amount of \$12,162 when the amendment has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreement for Professional Consultant Services with PENCO Engineering, Inc. not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of the First Amendment for Professional Consultant Services with PENCO Engineering, Inc. for construction support for the Farragut Avenue Sidewalk Improvements. The project is funded by the Community Development Block Grant (CDBG) and was approved in the Fiscal Year (FY) 2016-2017 Capital

Improvement Plan (CIP).

DISCUSSION

This project is to construct approximately 2,350 linear feet of sidewalk, curb, gutter and related street improvements to accommodate the new sidewalks along Farragut Avenue from Sherman Avenue to Elsworth Street. This location is within the City's CDBG target area. This project will enhance safety for pedestrians and is funded with CDBG funds. The Council approved the CDBG project application for the design phase on May 12, 2015. Design, environmental clearance, and advance utility relocation have been completed. Construction funds were approved on May 3, 2016 as part of Moreno Valley's 2016-17 Annual Action Plan.

The consultant's scope of work consists of three (3) phases. The first phase of the work is the planning/environmental, the second phase is the design (Plans, Specifications, and Estimate) and the third phase is the construction support. Requests for Proposals (RFP) for professional consultant services were distributed to a list of consultants and it was posted on the City's bidding website. The City received three (3) proposals in response to the RFP. A Selection Committee, comprised of City staff, rated all proposals, based on qualifications-based selection criteria. PENCO Engineering, Inc. was selected as the most qualified consultant for this project. The firm demonstrated a thorough understanding of the work, had recently completed a similar project, and demonstrated excellent technical ability. City staff conducted contract negotiations with PENCO Engineering, Inc. and agreed upon a final fee proposal of \$76,000. Because only design funds were available, the proposal for Phases 1 and 2 was accepted and the Agreement was signed by the City Manager on February 25, 2016. At that time, the Agreement dollar amount was within the City Manager's signature authority of \$100,000. Because the City Manager's contract agreement signature authority limit is now \$75,000, City Council approval is required.

The project now has construction funds available for Phase 3 (construction support) and Phase 3 has been authorized to proceed. PENCO Engineering, Inc. has submitted an updated proposal for construction support. City staff negotiated with PENCO Engineering, Inc. and agreed with the fee proposal of \$12,162. The total Agreement amount is \$88,162 (\$76,000 for the original Agreement plus \$12,162 for the First Amendment.).

The award of the project construction to a contractor will be covered in a separate report to City Council.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the Farragut Avenue Sidewalk Improvements.*
2. Do not approve and authorize the recommended actions as presented in this

staff report. *This alternative will delay the timely construction of the Farragut Avenue Sidewalk Improvements.*

FISCAL IMPACT

The Farragut Avenue Sidewalk Improvements are funded by CDBG funds (Fund 2512) for design and construction phases and included in the FY 2016-2017 CIP. There is no impact to the General Fund.

AVAILABLE FUNDS IN FISCAL YEAR 2016-2017:

Farragut Avenue Improvements - Remaining Design CDBG Funds (Account No. 2512-70-77-80001, Project No. 801 0066)	\$39,393
Farragut Avenue Improvements - Construction CDBG Funds (Account No. 2512-70-77-80001, Project No. 801 0066)	<u>\$561,237</u>
Total	\$600,630

ESTIMATED PROJECT RELATED COSTS IN FY 2016-2017:

Consultant Design (Remaining FY 16-17)	\$35,000
First Amendment	\$13,000
Estimated Construction Phase Costs	<u>\$540,000</u>
Total	\$588,000

ANTICIPATED PROJECT SCHEDULE:

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

NOTIFICATION

Publication of the Agenda

PREPARATION OF STAFF REPORT

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

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

Concurred By:
Marshall Eyerman
Chief Financial Officer/City Treasurer

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

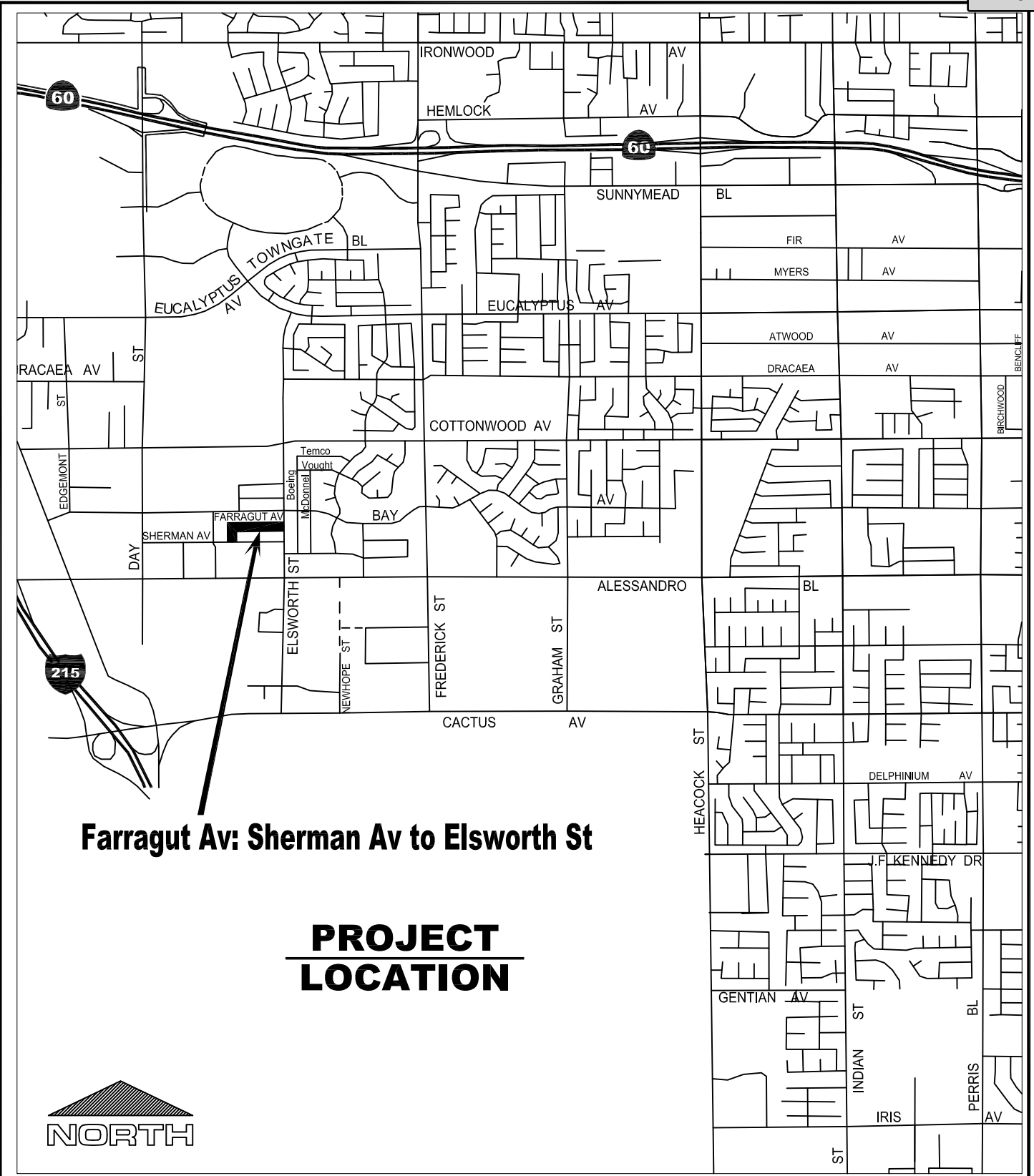
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

- 1. Location Map
- 2. First Amendment to Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/02/17 1:36 PM
City Attorney Approval	<u>✓ Approved</u>	2/03/17 9:40 AM
City Manager Approval	<u>✓ Approved</u>	2/07/17 3:48 PM



Farragut Av: Sherman Av to Elsworth St

PROJECT
LOCATION



LOCATION MAP

Public Works Department
Capital Projects Division

ATTACHMENT 1

**FARRAGUT AVENUE
SHERMAN AV TO ELSWORTH ST
SIDEWALK AND ROADWAY IMPROVEMENTS
PROJECT No 801 0066**

Attachment: Location Map (2466 : APPROVE THE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH

**FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
FOR THE FARRAGUT AVENUE SIDEWALK IMPROVEMENTS
PROJECT NO. 801 0066**

This First Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and **PENCO Engineering, Inc.**, (a California corporation), hereinafter referred to as "Consultant." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated February 25, 2016.

Whereas, the Consultant is providing consultant services for the **Farragut Avenue Improvements**.

Whereas, it is desirable to amend the Agreement to expand the scope of service as is more particularly described in Section 1 of this First Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement is amended to include support services during construction as shown in Exhibit A.

1.2 The Agreement termination date of **December 31, 2017** is not extended by this amendment unless the termination date is further extended by an Amendment to the Agreement.

1.3 The total "Not to Exceed" fee for this contract is \$88,162 (\$76,000 for the original Agreement, plus \$12,162 for the First Amendment to Agreement).

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
FARRAGUT AVENUE IMPROVEMENTS
PROJECT NO. 801 0066**

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

SIGNATURE PAGE TO FOLLOW:

City of Moreno Valley

PENCO Engineering, Inc.

BY: _____
City Manager

Date

BY: _____
Name: _____
TITLE: _____
(President or Vice President)

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Public Works Director/City Engineer
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Chief Financial Officer/City Treasurer (if CDBG funds)
_____ Date

BY _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

Attachment: First Amendment to Agreement (2466 : APPROVE THE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT


PENCOENG
Client Success is Our Success
Exhibit A

December 22, 2016

JN: 16007.02

Ms. Margery Lazarus
CITY OF MORENO VALLEY
 14177 Frederick Street
 Moreno Valley, CA 92552

**RE: CITY OF MORENO VALLEY CAPITAL PROJECTS DIVISION - FARRAGUT AVENUE
 SIDEWALK IMPROVEMENTS, PROJECT NO. 801 0066 - CONSTRUCTION SUPPORT
 SERVICES - MORENO VALLEY, CALIFORNIA**

Dear Marge:

As discussed, the RFP only included CDBG funds for design, so as requested, PENCO is submitting the following Scope of Services and Not to Exceed Fee for the CS Services for your approval and authorization.

1. Construction Support Services

Throughout the construction phase of this project, Jeff Cooper will be managing the project for PENCO Engineering and will be assisted by PENCO staff as needed to perform the following items:

- A. Pre-Construction Meeting and Contractor Submittal Reviews:** PENCO shall attend the pre-construction meeting and be prepared to answer contractor questions concerning design drawings and technical provisions. PENCO shall review contractor submittals and provide comments to the City.
- B. Questions During Construction:** PENCO shall respond in writing to any contractor's Request For Information (RFI's) during construction in a timely manner. PENCO shall assist the City in issuing Contract Change Orders (CCO's). PENCO will not charge the City for CCO's resulting from design omissions or conflicts. PENCO will keep a log identifying all RFI's, Submittals, and responses. They will be submitted to the City of Moreno Valley as part of the As-Built submittal.
- C. GASB 34 Documentation:** PENCO shall submit GASB 34 documentation in the City's format along with the as-built drawings.
- D. Preparation of As-Built Drawings:** PENCO will prepare As-Built construction drawings based on one set of red-lined drawings provided by the City, and will submit one (1) full size (36"x24") Mylar copy with hanging file tabs of the As-Built drawings to the Project Manager along with one (1) electronic copy in AutoCAD format on a CD-RW disk. The final As-Built drawings and RFI log will be stamped and signed by a Registered Civil Engineer in the State of California.

Our fee spreadsheet is attached for your review and is a not to exceed time and materials fee of \$12,162. The contract will be per the City's standard contract.

INLAND EMPIRE

255 E. Rincon Street, Suite 114
 Corona, CA 92879
 951-736-2040 • Fax 951-736-5292

IRVINE

16842 Von Karman Avenue, Suite 150
 Irvine, CA 92606
 949-753-8111 • Fax 949-753-0775

www.pencoeng.com

SAN DIEGO

11440 West Bernardo Court, Suite 300
 San Diego, CA 92127
 858-753-1800 • Fax 858-753-1803

**PENCOENG***Client Success is Our Success*

Please contact me at (949) 777-1586 should you have any questions regarding this proposal. I look forward to the successful completion of this project.

Sincerely,
PENCO Engineering, Inc.

Jeffrey M. Cooper, P.E.
Principal-in-Charge

INLAND EMPIRE

255 E. Rincon Street, Suite 114
Corona, CA 92879
951-736-2040 • Fax 951-736-5292

IRVINE

16842 Von Karman Avenue, Suite 150
Irvine, CA 92606
949-753-8111 • Fax 949-753-0775
www.pencoeng.com

SAN DIEGO

11440 West Bernardo Court, Suite 300
San Diego, CA 92127
858-753-1800 • Fax 858-753-1803



COMPENSATION FOR SERVICES

CITY OF MORENO VALLEY CAPITAL PROJECTS
 DIVISION - FARRAGUT AVENUE SIDEWALK
 IMPROVEMENTS, PROJECT NO. 801 0066

FOR: _____

JN #: 16007.02

DATE: 12/22/16

DEPT	PHASE & TASK	CONSTRUCTION SUPPORT SERVICES	P	SPM	EM	SM	PM	SPE	PE	SDE	DE	AE	ET	PA	SPS	PS	SST	ST	SC2	SC2 w/PW	SC1	SUB	TOT. HRS.	TOTAL FEE
		DESCRIPTION	195	175	175	175	160	150	140	125	115	95	85	85	148	125	105	85	210	250	165			
001	B561	A. Pre-Construction Meeting & Contractor Submittal Reviews	4					12						1									17	\$2,665
001	B790	B. Questions During Construction	4					16			8			1									29	\$4,185
001	B135	C. GASB 34 Documentation	2					2						1									5	\$775
001	B755	D. Preparation of As-Built Drawings	1					8			24			1									34	\$4,240
TOTALS			11	0	0	0	0	38	0	0	32	0	0	4	0	0	0	0	0	0	0	\$0	85	

Sub-Total **\$11,865**
 Reimbursables **\$297**
TIME AND MATERIAL TOTAL \$12,162

Attachment: First Amendment to Agreement (2466 : APPROVE THE FIRST AMENDMENT TO AGREEMENT



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 21, 2017

TITLE: PA15-0010 (TRACT 36882) – APPROVE FINAL MAP, ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS, AND APPROVE THE MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF MORENO VALLEY AND ESTANCIA II COMMUNITY ASSOCIATION FOR THE TRACT LOCATED AT THE SOUTH SIDE OF BRODIAEA AVENUE, APPROXIMATELY 600 FEET WEST OF MORENO BEACH DRIVE. DEVELOPER: FH II, LLC

RECOMMENDED ACTION

Recommendations:

1. Accept the Agreement and Security for Public Improvements for FH II Homebuilders, Inc.
2. Authorize the Mayor to execute the Agreement.
3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.
4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.
5. Approve Tract Map 36882.
6. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.
7. Approve the Maintenance Agreement by and between The City of Moreno Valley and Estancia II Community Association.

8. Authorize the Mayor to execute the Maintenance Agreement with Estancia II Community Association.
9. Authorize the City Attorney to work with Estancia II Community Association to draft subsequent modifications or amendments to the Maintenance Agreement, as necessary, to clarify the intent and effectuate the provisions of said Agreement.
10. Authorize the City Manager to execute modifications or amendments to the Maintenance Agreement, subject to the approval of the City Attorney.
11. Authorize the City Clerk to transmit the executed Maintenance Agreement to the County Recorder's Office for recordation.

SUMMARY

This report recommends approval of Tract Map 36882 and the Agreement for Public Improvements for the FH II Homebuilders, Inc. project located at the south side of Brodiaea Avenue, approximately 600 feet west of Moreno Beach Drive. The Planning Commission of the City of Moreno Valley approved the project on July 23, 2015 to subdivide 9.4 gross acres into 40 single-family residential lots. This report also recommends approval of a Maintenance Agreement with Estancia II Community Association, a homeowners association (HOA) formed by the developer and owner, FH II, LLC (Frontier), for the residential tract. Frontier proposes that the City maintain the water quality basin within the development to reduce pollutants in stormwater and non-stormwater discharges associated with the development. The proposed maintenance agreement between Frontier and the City is necessary to ensure that long-term access, maintenance, and funding are provided.

DISCUSSION

FH II, LLC (Frontier), the developer of this project, has completed an Agreement for Public Improvements. The developer agrees to perform and complete all of the required public improvements within twenty-four (24) months of the date the agreement is executed. The public improvements include, but are not limited to: asphalt concrete, asphalt base, sidewalk, curb and gutter, driveway approaches, street lights, utilities, striping, water, sewer, storm drain, and street demolition. The public improvements are to be constructed along the south side of Brodiaea Avenue, approximately 600 feet west of Moreno Beach Drive. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

Tract Map No. 36882 is in substantial conformance with the approved tentative tract map. The developer has requested that the map be approved for recordation. The Conditions of Approval for this project require that the developer provide surety for the required improvements. Accompanying the agreement is a Faithful Performance Bond

in the amount of \$1,974,000 and a Material and Labor Bond in the amount of \$987,000 issued by International Fidelity Insurance Company.

Frontier has included Best Management Practices (BMPs) within Final Map 36882 to mitigate the development's impact on water quality. These BMPs include one water quality basin in which the City will maintain the landscaping. Staff determined that a maintenance agreement would be required since the water quality basin will be privately owned. The developer has formed a HOA, Estancia II Community Association, to retain ownership of the water quality basin. Upon the first conveyance of a home to an individual property owner, Estancia II Community Association will assume the obligation stipulated in the maintenance agreement.

The water quality basin not only provides mitigation for certain water quality impacts, but also acts as an extension of the City's storm drain system. Under the requirements of the 2010 National Pollutant Discharge Elimination System (NPDES) Permit, it is essential that the City monitors and ensures continued maintenance of the water quality basin that will accept stormwater and non-stormwater discharges from the development.

Authorizing the City to maintain the landscaping within the water quality basin will assist the City in the following ways:

- Assure continued maintenance of the required extensive landscaping within the water quality basin, and
- Comply with State and Federal regulations for monitoring stormwater and non-stormwater discharges to the City storm drains.

The maintenance agreement is necessary to guarantee long-term funding for public maintenance of the landscaping and to ensure continued access to the water quality basin. Some of the key components of the agreement include:

- Thirty (30) year term with provisions for extension(s).
- Identifies specific areas to be maintained by the City.
- Minimum insurance requirements to be carried by the HOA

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative to allow the project to record the tract map, construct public improvements, and ensure the water quality basin will be maintained by a public agency and ensure the City remains in compliance with NPDES requirements.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will not allow the project to record the tract map, construct public improvements, and leaves maintenance of the water quality basin with Frontier or Estancia II Community Association, which may cause the City to be in non-compliance with NPDES requirements.*

FISCAL IMPACT

No fiscal impact is anticipated. The NPDES Rate Schedule has been approved. Private homeowners are assessed NPDES fees, which fund the cost of maintenance of the water quality basins.

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:
Larry Gonzales, P.E.
Senior Engineer

Concurred By:
Michael Lloyd, P.E.
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.

CITY COUNCIL STRATEGIC PRIORITIES

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

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

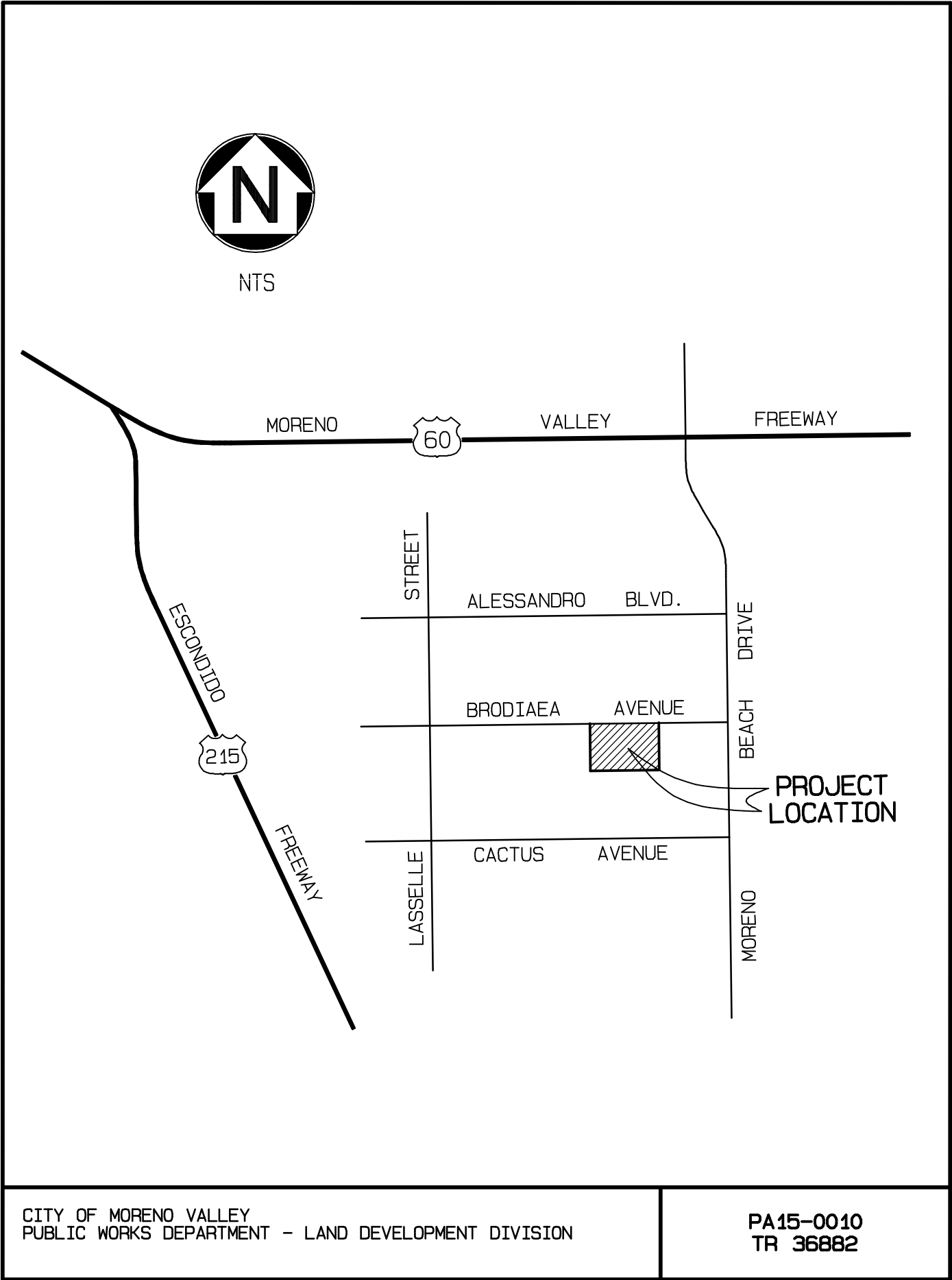
ATTACHMENTS

- 1. Vicinity Map - PA15-0010 (TR 36882) Rev
- 2. Agreement for Public Improvements - PA15-0010 (TR 36882)
- 3. Faithful Performance Bond - PA15-0010 (TR 36882)
- 4. Material & Labor Bond - PA15-0010 (TR 36882)
- 5. Maintenance Agreement - PA15-0010 (TR 36882)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/01/17 9:11 AM
City Attorney Approval	<u>✓ Approved</u>	2/08/17 5:51 PM
City Manager Approval	<u>✓ Approved</u>	2/09/17 2:23 PM

Attachment: Vicinity Map - PA15-0010 (TR 36882) Rev (2456 : PA15-0010 (TRACT 36882) ? APPROVE FINAL MAP AND ACCEPT THE



CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION

PA15-0010
TR 36882

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA15-0010 (TRACT 36882)**

This Agreement made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and FH II, LLC, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as PA15-0010 (TR 36882) agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within TWENTY-FOUR (24) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

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

Faithful Performance security shall be in the sum of ONE MILLION NINE HUNDRED SEVENTY FOUR THOUSAND AND NO/100 Dollars (*****\$1,974,000.00*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of NINE HUNDRED EIGHTY SEVEN THOUSAND AND NO/100 Dollars (*****\$987,000.00*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

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

SECOND: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is

AGREEMENT FOR PROJECT NO. PA15-0010 (TR 36882)

Page 2 of 5

PUBLIC IMPROVEMENTS

necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at any time during the term of this agreement, subject to approval by the City Engineer and City Attorney.

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

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

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

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

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

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

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

- (i) **COMMERCIAL GENERAL LIABILITY** insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00

AGREEMENT FOR PROJECT NO. PA15-0010 (TR 36882)

Page 3 of 5

PUBLIC IMPROVEMENTS

01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate.

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

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

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

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

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

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

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

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

AGREEMENT FOR PROJECT NO. PA15-0010 (TR 36882)

Page 4 of 5

PUBLIC IMPROVEMENTS

considered a material breach of the Agreement.

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

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

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

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

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

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

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

AGREEMENT FOR PROJECT NO. PA15-0010 (TR 36882)

Page 5 of 5

PUBLIC IMPROVEMENTS

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

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

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

Developer:
FH II, LLC
8300 Utica Avenue
Suite 300
Rancho Cucamonga, CA 91730

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

Date approved by the City: _____

FH II, LLC:
Developer

By: _____

Signature

James R. Rex

Print/Type Name

Division President

Title

By: _____

Signature

Richard Munkvold

Print/Type Name

CFO

Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

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

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

AM

CITY OF MORENO VALLEY
LAND DEVELOPMENT DIVISION

PROJECT: PA15-0010 MAP / LOT: Tentative Tract No. 36882 DATE: 1/25/2017

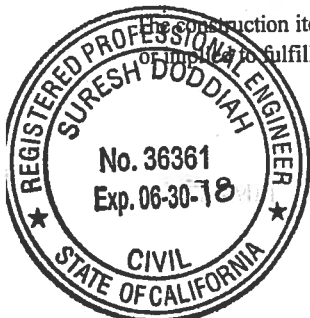
<u>IMPROVEMENT TYPE</u>		<u>SUBTOTALS</u>
STREET PAVEMENT SECTIONS	(Sheet 2 of 13)	\$320,000
OFF-SITE STREET IMPROVEMENTS	(Sheet 3 of 13)	\$391,000
BONDABLE STREET WORK ONLY	(Sheet 4 of 13)	\$43,000
MONUMENTS	(Sheet 4 of 13)	\$0
SPECIAL DISTRICTS	(Sheet 4 of 13)	\$0
MORENO VALLEY UTILITIES	(Sheet 4 of 13)	\$0
TRANSPORTATION IMPROVEMENTS	(Sheet 5 of 13)	\$7,000
TRAFFIC SIGNAL IMPROVEMENTS	(Sheet 5 of 13)	\$0
STORM DRAIN IMPROVEMENTS (City Maintained)	(Sheet 6-7 of 13)	\$231,000
STORM DRAIN IMPROVEMENTS (RCFC Maintained)	(Sheet 8-9 of 13)	\$0
PUBLIC WATER IMPROVEMENTS	(Sheet 12 of 13)	\$211,000
PUBLIC SEWER IMPROVEMENTS	(Sheet 13 of 13)	\$207,000
TOTAL COST (VALUE) OF IMPROVEMENTS =		\$1,410,000
+ 40% +20% CONTINGENCY =		\$382,000 564,000
GRAND TOTAL =		\$1,692,000 1,974,000

FAITHFUL PERFORMANCE SECURITY AMOUNT = ~~\$1,692,000~~ **1,974,000**

LABOR & MATERIAL SECURITY AMOUNT = ~~\$846,000~~ **987,000**

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

ENGINEER OF RECORD STATEMENT OF ESTIMATE WORKSHEET



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

Suresh Doddiah Jan 25, 2017

Suresh Doddiah, P.E.

S.D. ENGINEERING & ASSOCIATES

Prepared By

January 25, 2017

Date Prepared

* * * PLEASE READ INSTRUCTIONS BELOW * * *

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

JL

PROJECT: PA15-0010

MAP/LOT: Tentative Tract No. 36882

DATE: 1/25/2017

STREET PAVEMENT SECTIONS

TYPE	QTY	UNIT	UNIT PRICE	TOTAL COST
Enter the pavement section per street (if possible)				
Roadway Excavation		2,480 C.Y.	\$30.00	\$ 74,400
Aggregate Base (A.B.) Class II	0.50 Thickness (ft.)			
	66,973.00 S.F.	2,427 Ton	\$50.00	\$ 121,350
Asphalt Concrete (A.C.)	0.30 Thickness (ft.)			
	66,973.00 S.F.	1,456 Ton	\$85.00	\$ 123,760
Roadway Excavation		0 C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		0 Ton	\$30.00	\$ -
Aggregate Base (A.B.) Class II	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		0 Ton	\$30.00	\$ -
Aggregate Base (A.B.) Class II	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		0 Ton	\$30.00	\$ -
Aggregate Base (A.B.) Class II	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		0 Ton	\$30.00	\$ -
Aggregate Base (A.B.) Class II	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		0 Ton	\$30.00	\$ -
Aggregate Base (A.B.) Class II	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		0 Ton	\$30.00	\$ -
Aggregate Base (A.B.) Class II	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		0 Ton	\$30.00	\$ -
Aggregate Base (A.B.) Class II	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		0 Ton	\$30.00	\$ -
Aggregate Base (A.B.) Class II	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		0 Ton	\$30.00	\$ -
Aggregate Base (A.B.) Class II	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -
Roadway Excavation		0 Ton	\$30.00	\$ -
Aggregate Base (A.B.) Class II	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$50.00	\$ -
Asphalt Concrete (A.C.)	0.00 Thickness (ft.)			
	0.00 S.F.	0 Ton	\$85.00	\$ -

JMF

SUBTOTAL = \$ 319,510

PROJECT: PA15-0010 MAP/LOT: Tentative Tract No. 36882 DATE: 1/25/2017

OFF-SITE STREET IMPROVEMENTS (Continued)

T Y P E	QTY	UNIT	UNIT PRICE	TOTAL COST
BONDABLE STREET WORK ONLY (Inspected Only, not Plan Checked)				
Monuments (per MVSI-170 Series)	0	EA	\$300.00	\$ -
Underground of Utilities (per MVSI-180 thru 183 Series)	0	L.F.	\$207.00	\$ -
Cluster Mail Boxes (per MVSI-117B)	4	EA	\$4,500.00	\$ 18,000.00
Relocate Mailbox	0	EA	\$350.00	\$ -
Relocate Cluster Mailbox	0	EA	\$1,200.00	\$ -
Street Tree	82	EA	\$300.00	\$ 24,600.00
Street Tree Removal (6" Dia. or Larger)	0	EA	\$500.00	\$ -
Relocate Street Tree	0	EA	\$2,500.00	\$ -
SUBTOTAL =				\$ 42,600.00

SPECIAL DISTRICTS (per MVLI-500A thru 582 Series)				
Landscaping & Irrigation - Medians / Parkways / Open Space	0	S.F.	\$6.00	\$ -

STREET LIGHTS				
100w HPSV or Equivalent [9,500 Lumens] (per MVLT-400A)	13	EA	\$5,000.00	\$ 65,000.00
200w HPSV or Equivalent [22,000 Lumens] (per MVLT-400B)	0	EA	\$9,500.00	\$ -
250w HPSV or Equivalent	0	EA	\$6,000.00	\$ -
100w LED or Equivalent	0	EA	\$5,000.00	\$ -
145w LED or Equivalent	0	EA	\$5,000.00	\$ -
STREET LIGHT SUBTOTAL =				\$ 65,000.00

MORENO VALLEY UTILITIES (M.V.U.) - please contact MVU to complete this section.				
Structures	0	EA	\$0.00	\$ -
Transformers	0	EA	\$0.00	\$ -
Meters	0	EA	\$0.00	\$ -
Cable	0	L.F.	\$0.00	\$ -
Conduit	0	L.F.	\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
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			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
M.V.U. SUBTOTAL =				\$ -

PROJECT: PA15-0010

MAP/LOT: Tentative Tract No. 36882

DATE: 1/25/2017

TRANSPORTATION IMPROVEMENTS

TYPE	QTY	UNIT	UNIT PRICE	TOTAL COST
Plan checked by Transportation / Inspected by Land Development				
Striping				
4" Painted Broken Stripes	0	L. F.	\$0.90	\$ -
4" Painted Double Solid Stripes	660	L. F.	\$0.90	\$ 594.00
6" Painted Bike Lane Stripes	0	L. F.	\$0.90	\$ -
Painted One-Way (No Passing)	0	L. F.	\$0.90	\$ -
Painted Two-Way Left-Turn Lane	0	L. F.	\$0.90	\$ -
Painted Pavement Markings	0	S. F.	\$2.50	\$ -
4" Thermoplastic Traffic Stripes	0	S. F.	\$4.00	\$ -
8" Thermoplastic Channelizing Line	0	S. F.	\$4.00	\$ -
12" Thermoplastic Crosswalk / Limit Line	36	S. F.	\$4.00	\$ 144.00
Thermoplastic Pavement Markings	0	S. F.	\$4.00	\$ -
Reflective Pavement Markers (RPM's)	0	EA	\$3.75	\$ -
Remove Painted Striping & Pavement Markings	0	S. F.	\$3.00	\$ -
Remove Thermoplastic Striping & Pavement Markings	0	S. F.	\$5.00	\$ -
Remove Reflective Pavement Markers (RPM's)	0	EA	\$2.40	\$ -
Delineator - Class 1 / Type F	0	EA	\$50.00	\$ -
Delineator - Class 2	0	EA	\$75.00	\$ -
Stop Legend	2	EA	\$100.00	\$ 200.00
Edge of Traveled Way	660	L. F.	\$1.00	\$ 660.00
Blue Dot Markers	9	EA	\$100.00	\$ 900.00
			\$0.00	\$ -
			\$0.00	\$ -

Signs				
Street Name Sign w/ Post	4	EA	\$275.00	\$ 1,100.00
Stop Sign w/ Post	2	EA	\$300.00	\$ 600.00
Sign w/ One Post	0	EA	\$300.00	\$ -
Sign w/ Two Post	0	EA	\$400.00	\$ -
Street Sweeping Sign	11	EA	\$200.00	\$ 2,200.00
Object Markers - Type "L" / Type "N"	0	EA	\$100.00	\$ -
Remove Roadside Sign	0	EA	\$100.00	\$ -
Relocate Roadside Sign	0	EA	\$150.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

Miscellaneous				
Traffic Control (for local streets only)	0	Lump Sum	\$1,000.00	\$ -
Traffic Control (for collector streets only)	0	Lump Sum	\$5,000.00	\$ -
Traffic Control (for arterial streets only)	0	Lump Sum	\$28,000.00	\$ -
Metal Guardrail	0	EA	\$90.00	\$ -
Remove Barricade	0	L. F.	\$25.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

SUBTOTAL = \$ 6,398.00

Plan checked and inspected by Transportation				
Signals				
New (includes communication conduit, controller, software, initial coordination)	0	EA	\$292,600.00	\$ -
Modification (per corner)	0	EA	\$73,150.00	\$ -
Communication Conduit	0	L. F.	\$30.00	\$ -
Adjust Pull Box to Grade	0	EA	\$800.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

TRAFFIC SIGNAL SUBTOTAL = \$ -

PROJECT: PA15-0010

MAP/LOT: Tentative Tract No. 36882

DATE: 1/25/2017

STORM DRAIN IMPROVEMENTS [City Maintained]

TYPE	QTY	UNIT	UNIT PRICE	TOTAL COST
PIPES				
24" Reinforced Concrete (R.C.P.) Pipe	61	L. F.	\$160.00	\$ 9,760.00
30" Reinforced Concrete (R.C.P.) Pipe	0	L. F.	\$180.00	\$ -
36" Reinforced Concrete (R.C.P.) Pipe	660	L. F.	\$190.00	\$ 125,400.00
39" Reinforced Concrete (R.C.P.) Pipe	0	L. F.	\$200.00	\$ -
42" Reinforced Concrete (R.C.P.) Pipe	0	L. F.	\$210.00	\$ -
48" Reinforced Concrete (R.C.P.) Pipe	0	L. F.	\$250.00	\$ -
54" Reinforced Concrete (R.C.P.) Pipe	0	L. F.	\$300.00	\$ -
60" Reinforced Concrete (R.C.P.) Pipe	0	L. F.	\$350.00	\$ -
66" Reinforced Concrete (R.C.P.) Pipe	0	L. F.	\$375.00	\$ -
72" Reinforced Concrete (R.C.P.) Pipe	0	L. F.	\$414.00	\$ -
78" Reinforced Concrete (R.C.P.) Pipe	0	L. F.	\$459.00	\$ -
84" Reinforced Concrete (R.C.P.) Pipe	0	L. F.	\$505.00	\$ -
90" Reinforced Concrete (R.C.P.) Pipe	0	L. F.	\$557.00	\$ -
96" Reinforced Concrete (R.C.P.) Pipe	0	L. F.	\$613.00	\$ -
102" Reinforced Concrete (R.C.P.) Pipe	0	L. F.	\$671.00	\$ -
108" Reinforced Concrete (R.C.P.) Pipe	0	L. F.	\$724.00	\$ -
114" Reinforced Concrete (R.C.P.) Pipe	0	L. F.	\$785.00	\$ -
4" PVC Schedule 40	0	L. F.	\$25.00	\$ -
4" PVC Schedule 80	0	L. F.	\$30.00	\$ -
6" PVC Schedule 40	0	L. F.	\$30.00	\$ -
6" PVC Schedule 80	0	L. F.	\$35.00	\$ -
8" PVC Schedule 40	0	L. F.	\$40.00	\$ -
8" PVC Schedule 80	0	L. F.	\$48.00	\$ -
Reinforced Concrete Structure	0	L. F.	\$530.00	\$ -
8' x 10' Reinforced Concrete Box (R.C.B.)	0	L. F.	\$1,200.00	\$ -
8' x 12' Reinforced Concrete Box (R.C.B.)	0	L. F.	\$1,400.00	\$ -
2 - 4' x 3' Reinforced Concrete Box (R.C.B.)	0	L. F.	\$600.00	\$ -
3 - 4' x 2' Reinforced Concrete Box (R.C.B.)	0	L. F.	\$461.00	\$ -
2 - 72" Reinforced Concrete (R.C.P.) Pipe	0	L. F.	\$840.00	\$ -
Remove Existing Pipe	0	L. F.	\$50.00	\$ -
8" Reinforced Concrete (R.C.P.) Pipe	270	L. F.	\$100.00	\$ 27,000.00
12" Reinforced Concrete (R.C.P.) Pipe	47	L. F.	\$130.00	\$ 6,110.00
			\$0.00	\$ -
			\$0.00	\$ -
MANHOLES				
Manhole No. 1 [per MVFE-320/321 Series / RCFC MH251 - pipes 33" or smaller]	0	EA	\$5,300.00	\$ -
Manhole No. 2 [per MVFE-320/321 Series / RCFC MH252 - pipes 36" or larger]	3	EA	\$6,700.00	\$ 20,100.00
Manhole No. 3 [per MVFE-320/321 Series / RCFC MH253 - all R.C.B.'s]	0	EA	\$5,300.00	\$ -
Manhole No. 4 [per MVFE-320/321 Series / RCFC MH254 - pipes 36" or larger w/ side inlet]	0	EA	\$6,700.00	\$ -
Adjust Manhole (MH) to Grade	0	EA	\$460.00	\$ -
Modify Existing MH	1	EA	\$3,000.00	\$ 3,000.00
			\$0.00	\$ -
CATCH BASINS				
Catch Basin (7') [per MVFE-300 Series]	0	EA	\$5,500.00	\$ -
Catch Basin (10') [per MVFE-300 Series]	2	EA	\$6,000.00	\$ 12,000.00
Catch Basin (14') [per MVFE-300 Series]	0	EA	\$8,000.00	\$ -
Catch Basin (21') [per MVFE-300 Series]	0	EA	\$12,500.00	\$ -
Catch Basin (28') [per MVFE-300 Series]	0	EA	\$16,000.00	\$ -
Local Depression [per MVFE-300A or APWA Std. 313]	0	EA	\$535.00	\$ -
18" x 18" Grated Basin	0	EA	\$2,100.00	\$ -
24" x 24" Grated Basin	0	EA	\$2,500.00	\$ -
Grated Catch Basin	0	EA	\$6,000.00	\$ -
6" Wide Strip Basin	0	EA	\$3,000.00	\$ -
Remove / Relocate Existing Catch Basin	0	EA	\$5,000.00	\$ -
Catch Basin (3.5') [per MVFE-300 Series]	1	EA	\$3,000.00	\$ 3,000.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
DRAINS				
Terrace Drain	0	S. F.	\$10.00	\$ -
Down Drain	0	S. F.	\$10.00	\$ -
Parkway Culvert (per MVSI-150A)	3	EA	\$3,500.00	\$ 10,500.00
Sidewalk Outlet (per MVSI-151A)	0	EA	\$1,400.00	\$ -
Curb Drain (per MVSI-152)	0	EA	\$300.00	\$ -
Concrete "V" Ditch	0	S. F.	\$10.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

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PROJECT: PA15-0010 MAP/LOT: Tentative Tract No. 36882 DATE: 1/25/2017

STORM DRAIN IMPROVEMENTS [RCFC Maintained]

T Y P E	QTY	UNIT	UNIT PRICE	TOTAL COST
PIPES (RCFC Only)				
36" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$190.00	\$ -
39" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$200.00	\$ -
42" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$210.00	\$ -
48" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$250.00	\$ -
54" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$300.00	\$ -
60" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$350.00	\$ -
66" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$375.00	\$ -
72" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$414.00	\$ -
78" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$459.00	\$ -
84" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$505.00	\$ -
90" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$557.00	\$ -
96" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$613.00	\$ -
102" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$671.00	\$ -
108" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$724.00	\$ -
114" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$785.00	\$ -
Reinforced Concrete Structure		L. F.	\$530.00	\$ -
8' x 10' Reinforced Concrete Box (R.C.B.)		L. F.	\$1,200.00	\$ -
8' x 12' Reinforced Concrete Box (R.C.B.)		L. F.	\$1,400.00	\$ -
2 - 4' x 3' Reinforced Concrete Box (R.C.B.)		L. F.	\$600.00	\$ -
3 - 4' x 2' Reinforced Concrete Box (R.C.B.)		L. F.	\$461.00	\$ -
2 - 72" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$840.00	\$ -
Remove Existing Pipe		L. F.	\$50.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
MANHOLES (RCFC Only)				
Manhole No. 1 [per RCFC Std. MH251 - for pipes 33" or smaller]		E A	\$5,300.00	\$ -
Manhole No. 2 [per RCFC Std. MH252 - for pipes 36" or larger]		E A	\$6,700.00	\$ -
Manhole No. 3 [per RCFC Std. MH253 - for all R.C.B.'s]		E A	\$5,300.00	\$ -
Manhole No. 4 [per RCFC Std. MH254 - for pipes 36" or larger w/ side inlet]		E A	\$6,700.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
CATCH BASINS (RCFC Only)				
Catch Basin (7') [per RCFC Std. CB-100]		E A	\$5,500.00	\$ -
Catch Basin (10') [per RCFC Std. CB-100]		E A	\$6,000.00	\$ -
Catch Basin (14') [per RCFC Std. CB-100]		E A	\$8,000.00	\$ -
Catch Basin (21') [per RCFC Std. CB-100]		E A	\$12,500.00	\$ -
Catch Basin (28') [per RCFC Std. CB-100]		E A	\$16,000.00	\$ -
Local Depression [per RCFC Std. LD201]		E A	\$535.00	\$ -
18" x 18" Grated Basin		E A	\$2,100.00	\$ -
24" x 24" Grated Basin		E A	\$2,500.00	\$ -
Grated Catch Basin		E A	\$6,000.00	\$ -
6" Wide Strip Basin		E A	\$3,000.00	\$ -
Remove / Relocate Existing Catch Basin		E A	\$5,000.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
DRAINS (RCFC Only)				
Terrace Drain		S. F.	\$10.00	\$ -
Down Drain		S. F.	\$10.00	\$ -
Parkway Culvert (per MVSI-150A)		E A	\$3,500.00	\$ -
Sidewalk Outlet (per MVSI-151A)		E A	\$1,400.00	\$ -
Curb Drain (per MVSI-152)		E A	\$300.00	\$ -
Concrete "V" Ditch		S. F.	\$10.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

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PROJECT: PA15-0010 MAP/LOT: Tentative Tract No. 36882 DATE: 1/25/2017

PUBLIC WATER IMPROVEMENTS

TYPE	QTY	UNIT	UNIT PRICE	TOTAL COST
PIPE				
4" PVC C-900	0	L. F.	\$30.00	\$ -
6" PVC C-900	0	L. F.	\$35.00	\$ -
8" PVC C-900	1,312	L. F.	\$45.00	\$ 59,040.00
12" PVC C-900	660	L. F.	\$65.00	\$ 42,900.00
16" PVC C-900	0	L. F.	\$110.00	\$ -
18" PVC C-900	0	L. F.	\$135.00	\$ -
20" PVC C-900	0	L. F.	\$180.00	\$ -
VALVES				
Gate Valve - 4"	0	EA	\$900.00	\$ -
Gate Valve - 6"	0	EA	\$1,100.00	\$ -
Gate Valve - 8"	3	EA	\$1,500.00	\$ 4,500.00
Gate Valve - 12"	0	EA	\$2,500.00	\$ -
Gate Valve - 16"	0	EA	\$6,270.00	\$ -
Gate Valve - 18"	0	EA	\$15,000.00	\$ -
Butterfly Valve - 4"	0	EA	\$330.00	\$ -
Butterfly Valve - 6"	0	EA	\$520.00	\$ -
Butterfly Valve - 8"	0	EA	\$990.00	\$ -
Butterfly Valve - 12"	0	EA	\$1,800.00	\$ -
Butterfly Valve - 16"	0	EA	\$2,850.00	\$ -
Butterfly Valve - 18"	0	EA	\$3,000.00	\$ -
Butterfly Valve - 20"	0	EA	\$4,500.00	\$ -
Butterfly Valve - 24"	0	EA	\$5,300.00	\$ -
Adjust Water Valve to Grade	0	EA	\$400.00	\$ -
Air Vac Release - 1"	2	EA	\$2,400.00	\$ 4,800.00
Air Vac Release - 2"	0	EA	\$4,000.00	\$ -
Air Vac Release - 4"	0	EA	\$4,500.00	\$ -
Backflow Preventer - 3/4" to 2" (including Pad & Cover)	0	EA	\$4,300.00	\$ -
Backflow Preventer - 2-1/2" to 3" (including Pad & Cover)	0	EA	\$5,300.00	\$ -
Backflow Preventer - 4" to 10" (including Pad & Cover)	0	EA	\$6,450.00	\$ -
Blow Off - 4"	0	EA	\$3,500.00	\$ -
Blow Off - 6"	0	EA	\$4,000.00	\$ -
FIRE HYDRANTS				
6" Standard Fire Hydrants	8	EA	\$4,000.00	\$ 32,000.00
6" Super Fire Hydrants	0	EA	\$4,500.00	\$ -
SERVICE CONNECTIONS				
1" Service Connection	40	EA	\$1,000.00	\$ 40,000.00
1" Service Connection w/ 5/8" Meter	0	EA	\$2,000.00	\$ -
1-1/2" Service Connection	0	EA	\$2,480.00	\$ -
2" Service Connection	0	EA	\$2,780.00	\$ -
4" Service Connection	0	EA	\$4,500.00	\$ -
FITTINGS				
4" Misc. Fittings	0	EA	\$150.00	\$ -
6" Misc. Fittings	0	EA	\$200.00	\$ -
8" Misc. Fittings	7	EA	\$250.00	\$ 1,750.00
10" Misc. Fittings	0	EA	\$280.00	\$ -
12" Misc. Fittings	0	EA	\$750.00	\$ -
WATER METERS				
5/8" Meter	0	EA	\$285.00	\$ -
1" Meter	40	EA	\$377.00	\$ 15,080.00
1-1/2" Meter	0	EA	\$487.00	\$ -
2" Meter	0	EA	\$599.00	\$ -
Adjust Water Meter Box to Grade	0	EA	\$235.00	\$ -
HOT TAP CONNECTIONS				
Hot Tap - 4"	0	EA	\$2,000.00	\$ -
Hot Tap - 6"	4	EA	\$2,500.00	\$ 10,000.00
Hot Tap - 8"	0	EA	\$3,000.00	\$ -
Hot Tap - 12"	0	EA	\$4,500.00	\$ -
Hot Tap Service Clamp	0	EA	\$2,000.00	\$ -
Water Service	0	EA	\$330.00	\$ -
MISCELLANEOUS				
Thrust Block	0	C. Y.	\$150.00	\$ -
Jack & Bore	0	L. F.	\$500.00	\$ -
8" Joint at Existing	0	EA	\$2,500.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			SUBTOTAL =	210,070.00

A.6.c

Packet Pg. 83

EXECUTED IN DUPLICATE

FAITHFUL PERFORMANCE BOND

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

Public Improvements \$1,974,000 Project No. PA15-0010 (TR 36882)
Bond No. 0705672 Premium \$14,075.00
Surety International Fidelity Insurance Company Principal FH II, LLC
Address One Newark Center 20th Floor Address 8300 Utica Avenue, Suite 300
City/Zip Newark, NJ 07102 City/Zip Rancho Cucamonga, CA 91730

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and FH II, LLC, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to PA15-0010 (TR 36882), 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 International Fidelity Insurance Company, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of ONE MILLION NINE HUNDRED SEVENTY FOUR THOUSAND AND NO/100 Dollars (**\$1,974,000.00**), 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 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.

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.

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA15-0010 (TR 36882)

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 Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on January 27, 2017.

NAME OF PRINCIPAL: FH II, LLC
Company Name

AUTHORIZED SIGNATURE(S): By

Name	Divison President Title
Name	CFO Title

NAME OF SURETY: International Fidelity Insurance Company
Company Name

AUTHORIZED SIGNATURE: Edward C Spector
Edward C Spector ITS ATTORNEY-IN-FACT

**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

ACKNOWLEDGMENT

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 San Bernardino)

On January 27, 2017 before me, Jacklin Golden, Notary Public
(insert name and title of the officer)

personally appeared James R. Rex and Richard Munkvold
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 Jacklin Golden (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

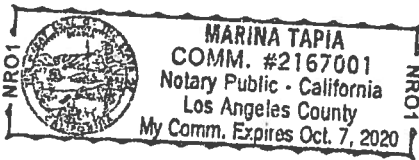
County of Los Angeles

On JAN 27 2017 before me, Marina Tapia, Notary Public, personally appeared Edward C. Spector 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 *Marina Tapia*
Signature of Notary Public



tel (973) 624-7200.

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

NATHAN VARNOLD, TRACY ASTON, ASHRAF ELMASRY, MARINA TAPIA, EDWARD C. SPECTOR,
TOM BRANIGAN, PAUL RODRIGUEZ, SIMONE GERHARD, DARAVY MADY, LISA K. CRAIL

Los Angeles, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

day of JAN 27 2017

MARIA BRANCO, Assistant Secretary

EXECUTED IN DUPLICATE

MATERIAL AND LABOR BOND

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

Public Improvements	<u>\$987,000</u>	Project No.	<u>PA15-0010 (TR 36882)</u>
Bond No.	<u>0705672</u>	Premium	<u>Included in Cost of Performance Bond.</u>
Surety	<u>International Fidelity Insurance Company</u>	Principal	<u>FH II, LLC</u>
Address	<u>One Newark Center 20th Floor</u>	Address	<u>8300 Utica Avenue, Suite 300</u>
City/Zip	<u>Newark, NJ 07102</u>	City/Zip	<u>Rancho Cucamonga, CA 91730</u>

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **FH II, LLC**, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to PA15-0010 (TR 36882), 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 3 (commencing with Section 9000) of Part 6 of Division 4 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 and 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 NINE HUNDRED EIGHTY SEVEN THOUSAND AND NO/100 Dollars (*****\$987,000.00*****), 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.

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 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA15-0010 (TR 36882)

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 January 27, 2017.

NAME OF PRINCIPAL: FH II, LLC
Company Name

AUTHORIZED SIGNATURE(S):

Name	Division President
Name	CFO
	Title

NAME OF SURETY: International Fidelity Insurance Company
Company Name

AUTHORIZED SIGNATURE: Edward C Spector
Edward C Spector ITS ATTORNEY-IN-FACT

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

ACKNOWLEDGMENT

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 San Bernardino

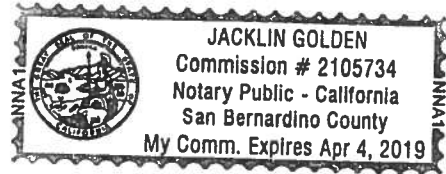
On January 27, 2017 before me, Jacklin Golden, Notary Public
(insert name and title of the officer)

personally appeared James R. Rex and Richard Munkvold,
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 Jacklin Golden (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 Los Angeles

On JAN 27 2017 before me, Marina Tapia, Notary Public, personally appeared Edward C. Spector 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 *Marina Tapia*
Signature of Notary Public



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

NATHAN VARNOLD, TRACY ASTON, ASHRAF ELMASRY, MARINA TAPIA, EDWARD C. SPECTOR,
TOM BRANIGAN, PAUL RODRIGUEZ, SIMONE GERHARD, DARAVY MADY, LISA K. CRAIL

Los Angeles, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



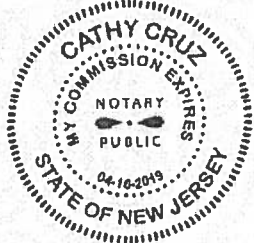
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

day of **JAN 27 2017**

MARIA BRANCO, Assistant Secretary

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley

(Space Above for Recorder's Use)

**MAINTENANCE AGREEMENT
BY AND BETWEEN
CITY OF MORENO VALLEY
AND
ESTANCIA II
COMMUNITY ASSOCIATION**

**MAINTENANCE AGREEMENT
BY AND BETWEEN
CITY OF MORENO VALLEY
AND
ESTANCIA II COMMUNITY ASSOCIATION**

This Maintenance Agreement (“**Agreement**”) is made and entered into effective on the date (“**Effective Date**”) the Mayor signs this Agreement. This Agreement is by and between ESTANCIA II COMMUNITY ASSOCIATION, a California nonprofit mutual benefit corporation (“**Association**”), and the CITY OF MORENO VALLEY (the “**City**”). Each of Association and the City are sometimes hereinafter referred to as a “**Party**” and collectively as the “**Parties**”.

P R E A M B L E

A. Association is an incorporated homeowners’ association responsible for the operation and maintenance of Association Property (as hereinafter defined) of a single-family residential development known as “ESTANCIA II” located on Tract No. 36882 in the City of Moreno Valley, County of Riverside, State of California (“**Project**”). Association’s maintenance responsibilities are set forth in Articles Section 4.7 of the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Estancia II recorded against the Project (the “**Declaration**”). Unless otherwise expressly provided, all capitalized terms used in this Agreement shall have the definition and meanings set forth in the Declaration.

B. In satisfaction of the City conditions of approval for development of the Project, Association is required to enter into an agreement for the City to provide certain services relating to maintenance (“**Maintenance**”) of certain improvements within the Project which are the responsibility of the Association pursuant to the Declaration, including without limitation, certain water quality (bio-retention) basins, which are located within the Common Area (“**Association Property**”), all as more fully described in **Exhibit “A”** and depicted in **Exhibit “D”**.

NOW THEREFORE, in consideration of the promises contained herein, the City and Association agree as set forth below:

1. **Term.** Subject to applicable law, the term (“**Term**”) of this Agreement shall commence as of the Effective Date of this Agreement, and shall remain in effect for thirty (30) years from the Effective Date of this Agreement. At the end of such thirty (30) year period, this Agreement shall be extended for successive terms of thirty (30) years unless a document executed by each of the Parties hereto or their respective successors-in-interest cancels this Agreement or any portion hereof and said document is recorded in the office of the County Recorder of Riverside County. If applicable law limits the duration of the Term, then this Agreement shall be deemed to have a Term equal to the maximum Term permitted by law, and shall, unless affirmatively terminated by the parties hereto, shall be deemed to be renewed and extended for successive maximum terms as permitted by law. The Maintenance shall commence at such time as such maintenance is required following the Effective Date of this Agreement. During the Term of this Agreement, the Parties hereby covenant and agree to negotiate in good

faith any changes to the terms set forth herein as then required by law or otherwise reasonably required.

2. Maintenance of Association Property by the City. After the completion of the Establishment Period (as defined in **Exhibit "B"**), and throughout the remaining term of this Agreement, the City shall directly provide Maintenance of Association Property as described in **Exhibit "A"** and depicted in **Exhibit "D"** attached hereto. Such Maintenance shall include, without limitation, the maintenance responsibilities described in **Exhibit "B"** attached hereto and incorporated herein. For as long as it is authorized to do so, the City shall assess an annual levy, parcel charge, special tax, or fee (however such amount shall be denominated, the "**Annual Levy**") against the Lots within the Project designed and intended for the construction of a Residence and ownership by an individual Owner (hereinafter referred to as the "**Residential Lots**") for the cost and expenses related to the Maintenance.

3. Suspension of Payments of the City. For a period ("**Suspension Period**") commencing on the Effective Date of this Agreement and continuing to the date as of which the City is no longer able to assess, through Annual Levies, adequate charges against the Residential Lots within the Project for expenses incurred by the City relating to the Maintenance, Association shall not be responsible for the payment of any cost or expenses related to the Maintenance. Upon receipt of written notice from the City to Association at the address listed in **Section 8** hereof (or such other address of which Association shall have previously notified the City in writing in accordance with **Section 8** hereof), informing Association of the City's inability to assess all or any portion of the Annual levies sufficient for the Maintenance, the Suspension Period shall terminate and Association shall have the absolute obligation to pay the City the equivalent amount of the Annual Levy to cover costs and expenses related to the City's portion of the Maintenance of Association Property (the "**HOA Payment Obligations**"). Further, Association hereby assigns to the City, and the City shall have, the first right to any amounts collected by Association from homeowners of Residential Lots ("**Owners**") in such amounts equivalent to the Annual Levy to satisfy the HOA Payment Obligations.

4. Budget and Reimbursement to the City. Following termination of the Suspension Period, the City shall prepare and provide to Association a budget ("**Budget**") for the next Fiscal Year (as defined below) for the Maintenance obligations described in **Exhibit "B"** (**Maintenance of Association Property by the City**), which Budget shall set forth the Fiscal Year expenses projected to be incurred by the City for Maintenance and operations of the City with respect to Association Property (including, without limitation, the City's administrative overhead). The expense projections in each year's Budget shall be based upon the Maintenance and operating expenses (including, without limitation, the City's administrative overhead) incurred by the City within the previous three (3) years, and may include (i) normal and customary reserves and contingencies, and (ii) cost of living increases based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the United States Department of Labor's Bureau of Labor Statistics. The Budget shall also reflect an amount for depreciation of City maintained facilities, if any, and a reserve for replacement and/or repair of landscape materials, irrigation system components, and other improvements. Following the

completion of the Suspension Period and Association's receipt of the Budget, Association shall make annual payments to the City for Maintenance and operations expenses incurred by the City as set forth in such Budget by July 1 of the Fiscal Year to which such payment applies. For the purposes of this Agreement, the City's "Fiscal Year" shall be July 1 through June 30, unless Association is otherwise notified of a change pursuant to **Section 8** hereof.

Notwithstanding any other provision herein, the parties hereto acknowledge, understand and agree that in the event that the right of the City to impose the charges contemplated herein is or becomes prohibited, then, notwithstanding such prohibition, it is the intention of the parties hereto to continue to have the City perform their portion of the Maintenance as contemplated hereby, and to have the costs therefor charged to Association. In the event that Association fails or is unable to so assess the Owners for the amounts that the City is prohibited from assessing as contemplated hereby, then, after no less than sixty (60) days prior written notice by the City that Association is in default, Association shall have the absolute obligation to pay the City, and the City shall have the right to collect the HOA Payment Obligations from Association. Further, if and to the extent that there is a change in applicable law, including, without limitation, Section 1367.1 of the California Civil Code (which the Parties acknowledge arguably prohibits an "Assignment" (as defined below)) such that an Assignment is clearly permitted (as reasonably determined by Association), the City shall have the option to require Association to assign to the City Association's right to directly assess Owners for such assessments, together with Association's corresponding remedies of lien and foreclosure provided in the Declaration in the event that any such Owner(s) fail to pay the required assessments (an "Assignment"). An Assignment pursuant to this paragraph is expressly subject to the following:

- a. Any such delegation and/or assignment of assessment and/or lien rights shall be deemed a partial, non-exclusive assignment;
- b. Association shall not make and expressly disclaims any representations and/or warranties that it has the right to assign any of its lien rights or rights to assess real property or levy assessments under the Declaration, and, if any assignment is made or deemed made, the City pursues same at its own risk; and
- c. If any Assignment is determined, at any time, by any court or arbitrator, to not be permitted as a matter of law, the City shall immediately cease any actions related thereto.

5. Special Assessments and Increases in Assessments. This Agreement shall have no effect on Association's ability and right, in accordance with the terms of the Declaration, to (i) levy assessments, as may be required, or (ii) increase the budgeted amount of regular assessments, or (iii) to collect any parcel charges and to file assessment liens for such charges.

6. Obligations of Association. Association agrees as follows:

- a. Association and its members shall not amend or repeal, directly or indirectly, the Declaration, or the restrictions described therein, and no rules or regulations of the Board of Association shall be adopted, amended, or repealed, in each case which in any manner increases or may increase the obligations of the City, or decreases or may decrease the

obligations of Association, under this Agreement, without the prior written consent of the City, which consent the City may grant or withhold in its sole and absolute discretion;

b. Association may not assign, transfer, or hypothecate this Agreement or their rights or obligations hereunder; provided, however, that the parties hereto hereby agree and recognize that any right of the City to payment from Association in respect of the HOA Payment Obligations does not constitute an assignment or transfer of the rights or obligations under this Agreement. In addition, in view of the personal nature of this Agreement, Association agrees that, during the term of this Agreement, it will not sell, transfer, encumber, or otherwise dispose of Association Property, or any part thereof, without the prior written consent of the City, which consent the City may grant or withhold in its sole and absolute discretion, and any purported sale, transfer, hypothecation, or other disposition thereof, without such consent, shall be null and void ab initio; and

c. Association shall pay, the annual amount to the City required pursuant to Section 4 hereof, if any.

7. (Intentionally Omitted)

8. Notices. All notices, statements, or other documents which any party shall be required or desire to give to any other party hereunder must be in writing and shall be given by the party only in one of the following ways: (i) by personal delivery, or (ii) by addressing it as indicated below, and by depositing it, registered or certified mail, postage prepaid, in the United States mail. If so delivered or mailed, each such notice, statement, or other document shall be conclusively deemed to have been given when personally delivered, or forty-eight (48) hours after the date of mailing (excluding Saturdays, Sundays, and federal holidays), as the case may be. The addresses for notices and other communications, until further notice, are:

THE CITY:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92553
Attn: Land Development Division

ASSOCIATION:

Estancia II Community Association
8300 Utica Avenue, Ste. 300
Rancho Cucamonga CA 91730

9. Resolution of Certain Disputes. Any dispute between the City and Association, which relates to this Agreement shall be settled between them by Judicial Reference as provided by California Law. Accordingly, any such dispute shall be heard by a referee pursuant to the provisions of the California Code of Civil Procedure, §§638 - 645.1, inclusive, and in connection therewith:

a. The Parties to such dispute shall promptly and diligently cooperate with one another and the referee, and shall perform such acts as may be necessary to obtain a prompt

and expeditious resolution of the dispute or controversy in accordance with the terms of this Agreement;

b. The Parties to such dispute shall agree upon a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon. If the Parties are unable to agree upon a referee within ten (10) days of a written request to do so by any party, then any party may seek to have a referee appointed pursuant to the California Code of Civil Procedure §§638 and 640;

c. Subject to the limitations of this Section, the referee shall have the right to award all legal or equitable relief appropriate under the circumstances of the controversy before him or her;

d. The cost of such proceeding shall be apportioned among the Parties to the dispute in accordance with California Code of Civil Procedure §645.1. In no event shall any such reference proceeding or any appeal therefrom result in an award of punitive damages, and all such damages are hereby waived.

10. Indemnity.

a. Association agrees to indemnify, save, defend, and hold harmless the Community Services District of the City of Moreno Valley, the City, the Moreno Valley Housing Authority, and their respective officers, agents and employees (all of the foregoing persons, other than Association, are collectively referred to as the “City Indemnitees”) from and against any claim, action, damages, costs (including, without limitation, all attorney’s fees and litigation costs), injuries, or liability (collectively referred to as “Claims”) arising out of the performance of any action contemplated by this Agreement by Association. Should any of the City Indemnitees be named in any suit, or should any claim be brought against any of the City Indemnitees by suit or otherwise, arising out of performance by Association of services rendered pursuant to this Agreement, Association will defend each such City Indemnitee (at each such City Indemnitee’s request and with counsel satisfactory to each such City Indemnitee) and will indemnify each such City Indemnitee for any judgment rendered against it or any sums paid out in settlement or costs incurred in defense otherwise; provided, however, that this indemnification and hold harmless shall not include any Claims arising from the sole negligence or willful misconduct of such City Indemnitee.

b. The City agrees to indemnify, save, defend and hold harmless the Association and its officers, agents and employees from any and all liability, claims, damages or injuries to any person, including injury to the City’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, its officers, agents or employees, or its subcontractor(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 Association, its officers, agents or employees.

11. Insurance.

a. Before commencing performance under this Agreement, and at all other times this Agreement is effective, Association will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$1,000,000 per occurrence \$ 500,000 Property Damage
Business automobile liability	\$2,000,000 aggregate
Workers' compensation	\$1,000,000 Statutory requirement.

b. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed (i) to name the City, Moreno Valley Community Services District, Housing Authority of the City of Moreno Valley, and their respective officials and employees as "additional insured" under said insurance coverage, and (ii) to state that such insurance will be deemed "primary" such that any other insurance that may be carried by any of the City Indemnitees will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancellable or subject to reduction except upon thirty (30) days prior written notice to the City Indemnitees.

c. [Intentionally Omitted]

d. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

e. Each of the City Indemnitees shall be named as additional insured on all policies of insurance except errors and omissions and workers' compensation.

f. Association will furnish to the City's Land Development Division duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies on an annual basis and as may be reasonably required by the City. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:-VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage.

g. Should Association, for any reason, fail to obtain and maintain the insurance required by this Agreement, the City may obtain such coverage at Association's expense and deduct the cost of such insurance from payments due to Association under this Agreement or terminate.

h. If the definitive insurance policy meeting the terms of **Section 11** and corresponding to the pro forma policy is not issued within ninety (90) days from the Effective

Date of this Agreement, then Association covenants and hereby agrees without defense or future objection that the City may do the following without any liability whatsoever:

- i. Cease issuing building permits for the Project; and
- ii. Cease issuing or otherwise approving certificates of occupancy for any aspect of the Project regardless of the date the building permit was issued.

i. Association further acknowledges and agrees that notwithstanding **Subsections 11(g)** and **11(h)** above, all of its other obligations under this Agreement will become effective and remain in full force and effect upon the execution and delivery of this Agreement and the delivery and acceptance by the City of the documents and material described in **Subsection 11(f)** above and/or the insurance policy.

The requirements for the insurance shall only terminate upon termination of this Agreement as specified in **Section 1** hereof.

12. **Recordation.** This Agreement and any amendment thereto shall be recorded within the records of the Office of the Recorder for the County of Riverside and shall constitute a covenant running with the land for all the parcels within the Project and shall be binding on Association, all property owners, administrators, executors, assigns, heirs, and all other successors in interest.

13. **Default and Remedies.** In the event Association fails to make the payments required under **Section 4** hereof, fails to obtain the insurance required under **Section 11** hereof, or fails to take any other required action under this Agreement, the City may take whatever action at law or in equity or under this Agreement to which it is entitled, including but not limited to an action for damages or for specific performance or otherwise to enforce performance and observance of any obligation, condition or covenant of Association under this Agreement. Notwithstanding anything else in this Agreement, if Association fails to obtain the insurance required under **Section 11** hereof, the City may obtain such insurance insuring the City, and if available, Association, and charge Association for same. As permitted under the Declaration, the City may recover such insurance costs and other costs associated with the remedies permitted hereby through the Regular Assessment as defined in the Declaration. In addition, the City shall be entitled to all of its costs associated with enforcing the terms of this Agreement, including, without limitation, attorneys' fees and costs, and court costs. Such costs may also be enforced through the Regular Assessments.

14. **Miscellaneous.** As used in this Agreement, all words in the masculine, feminine, or neuter gender, and the plural or singular number, shall each be construed to include the others whenever the context so requires. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Time is of the essence of this Agreement. No change in or addition to, or waiver or termination of this Agreement or any part thereof, shall be valid unless in writing and signed on behalf of each of the Parties hereto. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or unenforceability shall not

affect the validity of the remainder of this Agreement. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth below.

THE CITY:

ASSOCIATION:

CITY OF MORENO VALLEY

Estancia II Community ASSOCIATION, a California nonprofit mutual benefit corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Effective Date: _____

Attest:

City Clerk
Date

Approved As To Form:

Martin D. Koczanowicz, the City Attorney
Date

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 _____)

On _____, 201__, before me, _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

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 _____)

On _____, 201__, before me, _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"**Association Property**

LOT A OF TRACT 36882 IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER THAT TRACT MAP RECORDED IN BOOK _____, PAGE(S) _____, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT "B"

Maintenance of Association Property by the City

The purpose of the maintenance services program is to ensure the protection of water quality and stormwater control by the successful implementation of those landscape and irrigation improvements, located within Association Property and identified in Exhibits "A" & "D."

These maintenance guidelines are specifically tailored to establish and sustain material installed within Association Property.

For a minimum period of one year (1) year ("**Establishment Period**"), following completion of the initial material installation including completion of the landscape and irrigation improvements by FH II, LLC, a California limited liability company, dba FRONTIER COMMUNITIES ("**Developer**"), Developer will be responsible for the care and maintenance of all material and improvements. Developer's involvement during this period is proven to increase the successful adaptation of the plant material.

Within fourteen (14) calendar days, following the Establishment Period and the submittal to the City of "As-Built" planting, irrigation and grading plans for all areas to maintained under this Agreement, the City will evaluate Association Property for health of plant material and determine whether the landscape and irrigation systems are fully operable. If judged satisfactory by the City, the Establishment Period will be considered concluded and the City will notify Association pursuant to **Section 8** of this Agreement. At that time, the long-term maintenance program will begin, and the City will assume the maintenance services identified herein. Should the City judge the health of plant material and/or the landscape and irrigation systems are not fully operable, the City will not assume maintenance services and will notify Association at the address set forth in **Section 8** of this Agreement (or such other address of which Association shall have previously notified the City in writing in accordance with **Section 8** hereof) of its decision.

Following the successful conclusion of the Establishment Period, the City personnel with experience and knowledge in landscaping and irrigation management will supervise all landscaping and irrigation maintenance personnel.

Maintenance Services

In accordance with the City's Plant and Irrigation Maintenance Specifications, and all applicable law or regulations, the City will perform the maintenance services on an as-needed basis within Association Property. The determination of when such services are needed will be in the City's sole discretion.

The City shall not perform or otherwise be responsible to implement any monitoring or mitigation compliance or certify to monitoring or mitigation compliance affecting Association Property pursuant to, (i) any conservation covenant or easement, and (ii) any permits issued by the United States Army Corps of Engineers or other similar governmental regulatory agencies.

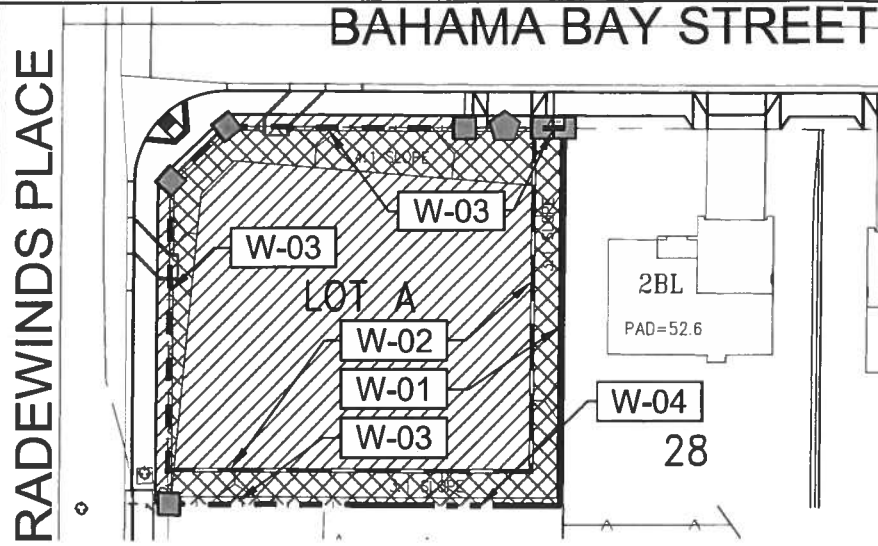
No other services by the City may be implied or inferred without amendment or modification to this Agreement.

EXHIBIT "C"**Maintenance of Association Property by the Association**

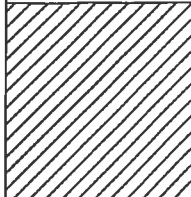
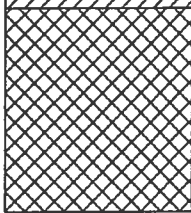
The Association's maintenance responsibilities (located within Association Property and identified in Exhibits "A" & "D") shall include, but not necessarily be limited to, the free-standing walls, retaining walls and/or fences, storm drain lines, underlain pipes, parkway culverts, outlet /inlet/overflow structures, headwalls, rip-rap slope stability, necessary re-grading of the bio-retention basin, and replacement of bio-retention soil as necessary.

EXHIBIT "D"







Depiction of Water Quality (Bio-Retention) Basin



CFD MAINTAINED AREAS

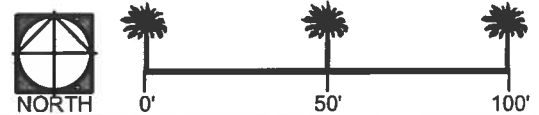
SYMBOL	DESCRIPTION	QTY.
	CITY MAINTAINED LANDSCAPE & IRRIGATION / HOA RESPONSIBLE FOR GRADING	8,021 SF
	CITY MAINTAINED LANDSCAPE & IRRIGATION / HOA RESPONSIBLE FOR SLOPE STABILITY AND ANY NECESSARY GRADING	3,325 SF

HOA MAINTAINED WALL AND FENCE

CODE	DESCRIPTION	QTY.
W-01 	6'-0" HIGH MASONRY WALL	102 L.F.
W-02 	RETAINING WALL (3' MAX)	188 L.F.
W-03 	6'-0" HIGH TUBE STEEL FENCE ON 6" WIDE MOW CURB AS REQUIRED BY CITY STANDARD	236' L.F.
W-04 	HOA SHARED RESPONSIBILITY EXISTING WALL / FENCE	53'
	6'-6" HIGH SPLIT FACE MASONRY PILASTER W/ 2" DECORATIVE CAP	6
	15'-0" WIDE TUBE STEEL DOUBLE SWING MAINTENANCE GATE	1

NOTE:

- PER PAGE 32 SECTION 4.7.2 (C) OF THE CC&R'S



**MORENO VALLEY TR. 36882
BIO-RETENTION BASIN**

MAINTENANCE RESPONSIBILITIES EXHIBIT "D"

FRONTIER COMMUNITIES

8300 UTICA AVE. SUITE 300 RANCHO CUCAMONGA, CA. 91730



Report to City Council

TO: Mayor and City Council

FROM: Allen Brock, Community Development Director

AGENDA DATE: February 21, 2017

TITLE: GENERAL PLAN ANNUAL REPORT

RECOMMENDED ACTION

Recommendations:

1. **CERTIFY** that the General Plan Annual Report qualifies as an exempt project in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines.
2. **APPROVE** Resolution No. 2017-10, a Resolution of the City Council of the City of Moreno Valley, California approving the General Plan Annual Report on the implementation of the General Plan and directing staff to submit the report to the State Office of Planning and Research and the State Department of Housing and Community Development.

SUMMARY

California Government Code Section 65400 requires that the legislative body of the City consider, on an annual basis, a progress report on the City's General Plan and after such consideration provide that annual progress report to the State Office of Planning and Research (OPR), and the State Department of Housing and Community Development (HCD) by April 1 of each year. This staff report seeks City Council consideration and approval of the required General Plan Annual Report, and authorization to submit the required report to OPR and HCD by April 1, 2017. The annual report covers the status of the General Plan and the progress in its implementation, including the progress in meeting the City's established share of regional housing needs.

BACKGROUND

California State Law requires each city to adopt a comprehensive, long-range general

plan for its physical development and any land located outside its boundaries which bears relationship to its planning activities. The City's General Plan serves as the blueprint for the City's future growth and development. The General Plan must contain seven mandatory Elements (Land Use, Circulation, Conservation, Open Space, Noise, Safety, and Housing) that set forth specific goals, objectives, policies and programs designed to provide decision makers, as well as the public, with pertinent information and direction that serve as the long-term strategy for the physical development of the City. The General Plan is expected to be monitored and reported on annually. As a whole the General Plan should be comprehensively updated from time to time, ideally no longer than every ten years. The Housing Element of the General Plan must be updated on a fixed schedule.

The last comprehensive update of the City General Plan was completed and approved by the City Council on July 11, 2006. The last update of the Housing Element of the General Plan was approved by the City Council on February 11, 2014.

The existing General Plan incorporates all required seven elements as follows, with date of the last update noted in parentheses:

- Circulation Element (2006)
- Community Development Element (2006)
- Conservation Element (2006)
- Housing Element (2014)
- Parks, Recreation and Open Space Element (2006)
- Safety/Noise Element (2006)

The mandatory Safety and Noise Elements are combined into one Element in the City's current General Plan.

The Housing Element is the only mandatory Element of the General Plan that must be updated on a set schedule which is either five-years or eight-years. With adoption of the last update in February 2014, the City qualified for the longer eight year cycle as the effort was performed in compliance with State Law. Following the adoption of the Housing Element, HCD provided the City with certification of the document on May 19, 2014. The next required update of the Housing Element will be in year 2021.

Other elements of the General Plan should be updated periodically to ensure that the policies and goals reflect the desired vision for the City and its stakeholders and residents. Updates are necessary to also ensure that policy and vision do not become stale with respect to emerging industry trends and practices. When a General Plan has not been updated for over a ten year period it is likely that the State will provide notification to the City on that fact. As noted earlier in this report, the last comprehensive update of the City General Plan was performed in 2006. In preparing the Momentum Moval strategic plan last year, which was approved by City Council in August 2016, consideration was incorporated into that document outlining steps toward the next comprehensive General Plan update.

DISCUSSION

Section 65400 of the California Government Code requires the City to do the following:

1. A General Plan Annual Report shall be provided by April 1 of each year to the legislative body (i.e. City Council), the Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD); and
2. A status of the General Plan and progress in its implementation shall be provided in the form of a General Plan Annual Report; and
3. Progress in meeting its share of the regional housing needs pursuant to Section 65584 of the Government Code shall be provided in the General Plan Annual Report.

The General Plan Annual Report, attached to this staff report, includes the following information:

- Acknowledgements
- Background, Analysis and Report Conclusions
- Major Accomplishments
- General Plan Implementation

Two key Appendices are included in the report:

- Review of General Plan Goals, Objectives, Policies and Programs
- Housing Program Status Report

The General Plan Annual Report includes details on major projects and General Plan Amendments approved by the Planning Commission and City Council during the reporting period. It includes an assessment and report out on articulated goals, objectives, policies and programs set forth in the City's 2006 General Plan document, as well as actions and activities the City is taking with regard to those. Through the synopsis, information provided demonstrates how actions and activities are tied to corresponding Municipal Code regulations or programs to foster implementation. Appendix A includes information on suggested General Plan course adjustments that warrant further attention and consideration with the City's next comprehensive General Plan update. These items are included in bold text within Appendix A of the General Plan Annual Report.

As required by the Government Code regulation, the General Plan Annual Report includes a Housing Program Status of the regional housing needs numbers outlined in the adopted 2014 Housing Element. This information is provided in tables for the last three years, 2014 through 2016. The information provided documents the housing types that have been constructed and occupied during the corresponding time period. From 2014 through 2016, the predominant type of housing constructed and occupied in the City has been single-family homes. All 315 single-family homes constructed between

2014 through 2016 count towards the City's required Regional Housing Needs Assessment numbers for the category of Above Moderate Income Level Housing (1 through 5 units). The numbers were verified by running reports on the building and occupancy permits finalized in each of the noted years. Although the constructed and occupied housing numbers reflect only single-family dwellings for the three year reporting time period, it is noted that additional other housing types including Planned Unit Developments (PUD), multiple-family residential condominiums, and multi-family rental apartment complexes were entitled between 2015 and 2016. As these projects subsequently progress through construction and occupancy phases they will contribute towards on-going City success in achieving the targeted diversity and housing numbers, and will be reflected as such in future annual reports.

As demonstrated in the attachments provided with this document, all approved and completed projects and amendments to the General Plan were found to be implemented in conformance with the adopted goals, objectives, policies and programs of the City's General Plan. As such, the annual report demonstrates that the City of Moreno Valley General Plan continues to serve as an effective guide for orderly growth and development, preservation and conservation of open space and natural resources. The City's Community Development Director, Planning Commission and City Council, collectively serving as the "planning agency" of the City, have carefully and consistently considered and followed the General Plan for long-range planning, capital improvement programs, community services, and associated fiscal and policy direction and actions taken for Moreno Valley.

In conclusion, the General Plan Annual Report prepared and presented to the City Council satisfies the State-mandated annual report on the implementation status of Moreno Valley's General Plan. The actions, plans, programs, and projects documented in the Annual Report represent the City's commitment to achieving the goals and objectives set forth in the seven (7) mandated Elements.

Prior to City Council consideration, the Planning Commission reviewed the proposed General Plan Annual Report on January 26, 2017, and has recommended that the report be forwarded to the City Council for final approval prior to it being submitted to OPR and HCD by April 1, 2017.

OTHER

The preparation of this annual report is consistent with the priorities, objectives and initiatives set forth in the City's adopted strategic plan, Momentum Moval. Specifically, Objective 1.9 and supporting Initiatives 1.9.1 through 1.9.4 of Momentum Moval articulate clear strategies for the General Plan administration. Initiative 1.9.1 specifically requires the preparation of an Annual Report by April 1, 2017, and further directs that this activity explain how current land use decisions relate to adopted goals, policies and other implementation measures, and as appropriate identify necessary course adjustments consistent with the Strategic Plan. Initiative 1.9.2 calls for formation of a working group of key City staff to research and evaluate the current General Plan as a prerequisite to initiating the comprehensive update of the General Plan. Initiative 1.9.3

calls for consideration of funding for the General Plan update in the annual budget development, which is currently underway. Initiative 1.9.4 calls for the comprehensive General Plan update be carried out over a three year period. Staff has been fully engaged with all of these activities.

ALTERNATIVES

1. Approve the General Plan Annual Report and direct staff to submit the report to the State Office of Planning and Research (OPR) and State Department of Housing and Community Development (HCD) by April 1, 2017. **Staff recommends this alternative.**
2. Do not approve the General Plan Annual Report and do not submit the report to the State Office of Planning and Research (OPR) and State Department of Housing and Community Development (HCD). **Staff does not recommend this alternative as this alternative does not achieve the Government Code mandate for submittal of a report, and could put the City at unnecessary risk.**

FISCAL IMPACT

There is no fiscal impact associated with the approval and recommendation of the General Plan Annual Report

NOTIFICATION

Other than general noticing of the agenda, the General Plan Annual Report does not require any additional public noticing.

PREPARATION OF STAFF REPORT

Prepared By:
Mark Gross
Senior Planner

Department Head Approval:
Allen Brock
Community Development Director

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 1.9: Ensure the City’s General Plan articulates the vision for how Moreno Valley wants to evolve over time, and provides an orderly and predictable process through which this vision is developed and implemented, including new attention to economic development, sustainability, public health, and innovation.

ATTACHMENTS

- 1. Resolution No. 2017-10
- 2. Exhibit A - 2016 General Plan Annual Report
- 3. Appendix A to Exhibit A (Annual Report - GP Goals and Policies)
- 4. Appendix B to Exhibit A (Annual Report - Housing Forms)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/06/17 8:47 AM
City Attorney Approval	<u>✓ Approved</u>	2/02/17 5:04 PM
City Manager Approval	<u>✓ Approved</u>	2/06/17 11:12 AM

RESOLUTION NO. 2017-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE GENERAL PLAN ANNUAL REPORT ON THE IMPLEMENTATION OF THE GENERAL PLAN AND DIRECTING STAFF TO SUBMIT THE REPORT TO THE STATE OFFICE OF PLANNING AND RESEARCH AND STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT BY APRIL 1, 2017

WHEREAS, the State of California requires non-charter cities and counties to adopted a General Plan to provide guidance and direction for development activities; and

WHEREAS, the City of Moreno Valley's current General Plan was adopted on July 11, 2006; and

WHEREAS, the Housing Element is one of seven mandatory elements of a General Plan required by the State of California to be updated every five to eight years and reviewed for consistency with the State Department of Housing and Community Development; and

WHEREAS, California Government Code section 65400 mandates that cities submit an Annual Report on the status of the General Plan and its implementation to their legislative bodies, the State Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD); and

WHEREAS, the most recent Annual Report includes vital General Plan and housing information from January 2015 through December 2016; and

WHEREAS, the Annual Report is required to include: a) The state of the Plan and the progress of its implementation; b) the progress in meeting its share of regional housing needs; and, c) the degree to which the General Plan complies with the Guidelines established by OPR; and

WHEREAS, the City has prepared its Annual Report to include details on major accomplishments, General Plan implementation, General Plan goals, objectives, policies and programs, and a regional housing report, in accordance with the Guidelines adopted by OPR; and

WHEREAS, on January 26, 2017, the Planning Commission reviewed Annual Report and has recommended approval of the report to City Council; and

1
Resolution No. 2017-10
Date Adopted: February 21, 2017

WHEREAS, on February 21, 2017, the City Council of the City of Moreno Valley reviewed and approved the Annual Report in its entirety; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT HEREBY FOUND AND RESOLVED by the City Council of the City of Moreno Valley as follows:

SECTION 1. That the City of Moreno Valley has completed the General Plan Annual Report as required by California Government Code section 65400 for the 2015-2016 calendar years.

SECTION 2. That the Annual Report provided herein as an attachment (Exhibit A) is found to be consistent with the suggested content by the State Guidelines and is hereby accepted.

SECTION 3. BE IT FURTHER RESOLVED that the City Council **HEREBY**:

1. CERTIFY that the General Plan Annual Report qualifies as an exempt project in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines.
2. APPROVE Resolution No. 2017-10, thereby approving the General Plan Annual Report (Exhibit A) for submittal to the State Office of Planning and Research and the State Department of Housing and Community Development.

Approved and adopted this 21st day of February, 2017.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

2
Resolution No. 2017-10
Date Adopted: February 21, 2017

Attachment: Resolution No. 2017-10 [Revision 4] (2452 : GENERAL PLAN ANNUAL REPORT)

APPROVED AS TO FORM:

City Attorney

Attachment: Resolution No. 2017-10 [Revision 4] (2452 : GENERAL PLAN ANNUAL REPORT)

3
Resolution No. 2017-10
Date Adopted: February 21, 2017

RESOLUTION JURAT

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

I, Marie Macias, MMC, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2017-10 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 21st day of February, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

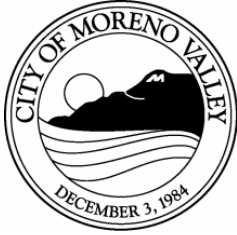
(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

4
Resolution No. 2017-10
Date Adopted: February 21, 2017

Attachment: Resolution No. 2017-10 [Revision 4] (2452 : GENERAL PLAN ANNUAL REPORT)



CITY OF MORENO VALLEY
Community Development Department
Planning Division

GENERAL PLAN ANNUAL REPORT

JANUARY 2015 – DECEMBER 2016

ATTACHMENT 1

TABLE OF CONTENTS

ACKNOWLEDGEMENTS.....3

BACKGROUND, ANALYSIS AND CONCLUSION.....4-7

MAJOR ACCOMPLISHMENTS.....8-10

GENERAL PLAN IMPLEMENTATION.....11-12

ATTACHMENTS

1. (APPENDIX A) MORENO VALLEY GENERAL PLAN - COMPLETE LIST OF GOALS AND POLICIES
2. (APPENDIX B) HOUSING PROGRAM STATUS REPORT

Attachment: Exhibit A - 2016 General Plan Annual Report (2452 : GENERAL PLAN ANNUAL REPORT)

ACKNOWLEDGEMENTS

CITY COUNCIL (Elected)

Dr. Yxstian A. Gutierrez, Mayor
Victoria Baca, Mayor Pro-Tem
Jeffrey J. Giba
David Marquez
Vacant

DISTRICT
CITYWIDE MAYOR
1
2
3
4

TERM EXPIRES
December 2018
December 2020
December 2018
December 2020

PLANNING COMMISSION (Appointed)

Brian Lowell, Chairperson
Jeffrey Barnes, Vice-Chairperson
Carlos Ramirez
Ray L. Baker
Jeffrey D. Sims
Patricia Korzec
Vacant
Erlan Gonzalez (Alternate)
Lori Nickel (Alternate)

TERM EXPIRES
March 31, 2017
March 31, 2019
March 31, 2017
March 31, 2017
March 31, 2019
March 31, 2019
March 31, 2019
April 28, 2017
April 28, 2017

CITY MANAGER

Michelle Dawson

ASSISTANT CITY MANAGER

Thomas DeSantis

COMMUNITY DEVELOPMENT DEPARTMENT

Allen D. Brock, CBO, Director

Planning Division

Richard Sandzimier, Planning Official
Darisa Vargas, Senior Administrative Assistant
Erica Tadeo, Administrative Assistant
Chris Ormsby, AICP Senior Planner
Mark Gross, AICP Senior Planner
Jeffrey Bradshaw, Associate Planner
Julia Descoteaux, Associate Planner
Claudia Manrique, Associate Planner
Gabriel Diaz, Associate Planner
Leticia Esquivel, Senior Permit Technician
Summer Looy, Permit Technician
Grace Espino-Salcedo, Permit Technician
Sijifredo Fernandez, Contract Planner
Sergio Gutierrez, Administrative Intern

Attachment: Exhibit A - 2016 General Plan Annual Report (2452 : GENERAL PLAN ANNUAL REPORT)

ANNUAL REPORT SUMMARY

BACKGROUND

On December 3, 1984, the City of Moreno Valley was incorporated as a general law city led by a City Council-Manager form of government. Prior to incorporation, the City of Moreno Valley consisted of 42 square miles and a population of 49,702 people. As of December 2016, the City includes 51.56 square miles with a population of 207,675 people.

The City adopted its first General Plan in 1988. The General Plan was comprehensively amended and updated on July 11, 2006. The current General Plan recognizes the community's diverse population, distinct residential neighborhoods, neighborhood and regional commercial activities, industrial potential and recreational amenities.

This document constitutes an annual report to the Planning Commission and City Council, and subsequent submittal to the Office of Planning and Research and State Department of Housing and Community Development, as required by state law on the updates of programs and policies in the General Plan. The document includes major projects, General Plan amendments, a Housing Program Status Report and a thorough review of existing goals, policies, objectives and programs of the General Plan. As the City did not provide an Annual Report for 2015, this Annual Report includes projects and information from January 2015 through and up to December 2016.

The following is a summary of the current adoption status of the different required elements of the General Plan:

- Circulation Element (2006)
- Community Development Element (2006)
- Conservation Element (2006)
- Housing Element (2014)
- Parks, Recreation and Open Space Element (2006)
- Safety and Noise Element (2006)

ANALYSIS

Government Code Section 65400

California Governments Code Section 65400 requires that the annual report be made to the legislative body on the status of the General Plan and progress towards its implementation, including activity towards its share of regional housing needs. State law requires the following:

- A) A General Plan Annual Report shall be provided by April of each year to the City Council, the Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD) ; and
- B) A status of the General Plan and progress in its implementation shall be provided in the General Plan Annual Report; and
- C) Progress in meeting its share of the regional housing needs pursuant to Section 65584 of the Government Code shall be provided in the General Plan Annual Report.

Annual Review and Housing Program Summary Report

Pursuant to State Law, the Annual Report and Review of the City of Moreno Valley General Plan reports the progress in implementing the General Plan to the City Council. The City of Moreno Valley's Annual Report includes the following items:

1. A list of Major Accomplishments from January 2015 to December 2016
2. A list of General Plan Amendments from January 2015 to December 2016
3. Appendix A – Moreno Valley General Plan Complete List of Goals and Policies, which provides a status report of the 2006 General Plan goals, policies, objectives and programs towards implementing the City's blueprint for land use development.
4. Housing Program Status Report includes the City's progress made in meeting its share of regional housing needs pursuant to State Government Code Section 65584.

Moreno Valley General Plan – Goals, Objectives, Policies and Programs

The current 2006 General Plan Appendix A describes goals and policies in a comprehensive document providing the goal/policy number, a description of each goal and policy, a discussion on implementation status and the party responsible for carrying out each item.

- A goal is defined as a broad vision of what the community wants to achieve or provide to residents, landowners and business owners. It is a statement of a desired condition based on community values. Goals are general in nature and usually timeless.
- A policy is a specific statement that guides decision-making. It indicates a commitment of the City to a particular course of action. A policy is based on and assists to implement the goal.

The General Plan Annual Report also includes objectives leading up to the goal/policy as well as an update on existing programs.

General Plan Update

The State Office of Planning and Research (OPR) recommends that cities update their General Plan every ten (10) years. The City of Moreno Valley last completed an update to its General Plan on July 11, 2006, and is preparing for a comprehensive General Plan update in the next two to three years. The General Plan update is an extensive process that would include various public meetings involving City staff, commissions and extensive community outreach. Any update would most probably be subject to several public hearings before the Planning Commission and City Council. The cost and work involved with the update would be extensive.

Momentum MoVal, the City of Moreno Valley's recently adopted strategic plan represents the results of active engagement by Moreno Valley residents and the City Council in charting the community's course into the future. Adopted on August 16, 2016, Momentum MoVal, in part, provides a course of action for the City's next comprehensive General Plan update. This includes Objective 1.9 to "Ensure the City's General Plan articulates the vision of how Moreno Valley wants to evolve over time, and provides an orderly and predictable process through which this vision is developed and implemented, including new attention to economic development, sustainability, public health, and innovation".

Four (4) initiatives have been adopted with this effort to assist in preparing for and completing the comprehensive General Plan Update. This includes two (2) initiatives related to the completion of the General Plan Annual Report. Initiative 1.9.1 requires the preparation of a General Plan Annual Report to the City Council before April 1, 2017 that explains how current land use decisions relate to adopted goals, policies and other implementation measures, and as appropriate, identifies necessary course adjustments consistent with the Strategic Plan. Initiative 1.9.2 includes the formation of a working group of key City staff to research and evaluate the current General Plan adopted in 2006 as a prerequisite to initiating a

comprehensive update of the General Plan. Both items are to be completed in a one year time frame. This effort is being led by Community Development Planning staff who have been fully engaged with members of various internal departments/divisions in providing General Plan feedback occurring over the past four months October 2016 through January 2017, which activity is planned to continue through completion of the desired update.

Additional initiatives included in the City's Strategic Plan articulate a plan of action to completion of the comprehensive General Plan update. This includes Initiative 1.9.3, which "includes consideration of incremental set aside of funding in the annual budget development in anticipation of future General Plan update and Initiative 1.9.4, which calls for "conducting the comprehensive update of the City's General Plan and supporting environmental document, including all mandatory elements (except the Housing Element, which was updated in 2014) an Economic Development Element, and other desired optional Elements as authorized by the City Council." An additional new Elements under consideration with the next comprehensive update is a Healthy Cities Element. Incorporation of environmental justice considerations and information, where warranted, per in new planning legislation will be a part of the effort.

CONCLUSION

The City of Moreno Valley General Plan continues to serve as an effective guide for orderly growth and development, preservation and conservation of open space and natural resources. The document also provides for the efficient expenditure of public funds.

As illustrated in the attachments provided with this document, completed public projects are in conformance with the City's General Plan goals, objectives, policies and programs for each representative element. The City of Moreno Valley's legislative bodies have used the 2006 General Plan as a primary source of long-range planning and policy direction. Future work activity that is consistent with these efforts will continue to guide future growth and preserve the quality of life within the community.

MAJOR ACCOMPLISHMENTS

The City of Moreno Valley is committed to implementing the adopted General Plan, Development Code and Design Guidelines. The Development Code and Design Guidelines, combined with the adopted Landscape Guidelines, are major tools to implement the General Plan.

The purpose of this Annual Report is to highlight significant accomplishments and summarize ongoing General Plan projects that the City of Moreno Valley has been working on since January of 2015. A major function of this report is to acknowledge and evaluate the ongoing implementation of the General Plan. Major accomplishments include key projects that demonstrate how the City of Moreno Valley is carrying out the policy and vision of the General Plan. This report is prepared in accordance with Section 65040.5 of the California Government Code. As the City did not submit a report in 2015, major accomplishments between January 2015 and December 2016 are provided.

Major Accomplishments in 2015 through 2016

Major development projects reviewed and approved in January 2015 through December 2016 are as follows:

2015

- PA14-0033 (Conditional Use Permit), PA14-0032 (Tentative Tract Map No. 34544): A Tentative Tract Map 34544 and a Conditional Use Permit for a Planned Unit Development for subdivision of 9.4 acres parcel to 72 single family detached unit condominium complex including common recreation areas. Located at the north side of Cottonwood Avenue and east of Perris Boulevard. This project was withdrawn prior to action by the Planning Commission.
- PA13-0063 (Plot Plan), P13-130 (Environmental Impact Report (EIR)): A Plot Plan for the construction of a 1,109,378 square foot warehouse building on 50.68 net acres with the demolition of an existing warehouse facility. The project site is in the Moreno Valley Industrial Area Specific Plan 208. Approval of this project required the review and certification of an EIR. Located at 17300 Perris Blvd, northeast corner of Perris Boulevard and Modular Way.
- PA15-0010 (Tentative Tract Map 36882): Tentative Tract Map 36882 subdivides 9.4 gross acres into 40 single-family residential lots. Located at the south side of Brodiaea Avenue approximately 600 feet west of Moreno Beach Drive.

- PA15-0002 (Plot Plan), P15-003 (Revised Tentative Tract Map 35414): Plot Plan with hearing for a 266 unit multiple-family apartment project with a revised Tentative Tract Map. Located at 21595 Box Springs Road.
- PA14-0038 (Municipal Code Amendment): This amendment included the Density Bonus Ordinance related to Energy Efficiency. The City of Moreno Valley amended Chapter 9.03 of the City's Municipal Code to establish a density bonus for multi-family residential projects that incorporate energy efficiency and other green building standards and exceed the California building standards code

2016

- P15-066 (Tentative Tract Map 36933), P15-067 (Amended Conditional Use Permit): A Tentative Tract Map and Conditional Use Permit was approved for a Residential Planned Unit Development consisting of 274 residential units with various common open space amenities such as pocket parks, walking trails and a recreation facility. Located at the southeast corner of Fir Avenue and Eucalyptus Avenue.
- PA14-0011: (Municipal Code Amendment) – The proposed amendment (PA14-0011) includes various clarifications and text clean-ups amending several zoning regulations contained in Title 9 of the City of Moreno Valley Municipal Code. The proposed amendments include technical corrections to further internal Municipal Code consistency, including additions of definitions, changes to the Permitted Uses Table, and changes to massage facilities to be in agreement with changes that have been made to Title 11 (Peace, Morals, and Safety) of the Municipal Code. Minor changes were also made to truck idling times in Title 12 (Vehicles and Traffic), and hours of operation for construction and grading in Title 8 (Building and Construction).
- PA15-0047 (Tentative Parcel Map 37058), PA15-0048 (Master Plot Plan), PA15-0049 (Conditional Use Permit), PA15-0050 (Plot Plan), PA15-0051 (Conditional Use Permit), PA16-0012 (Plot Plan): The Quarter Project included the subdivision of a 8.54 acres into six parcels for the development of two hotels, a service station with convenience store, a multiple tenant retail building and future development of a fast food restaurant with drive-through and retail building. 12490 Day Street.
- PA16-0025 (Smoke Shop Regulations): A Municipal Code Amendment in Title 9 and Title 11 pertaining to the regulation of Smoke Shop uses citywide.
- PA14-0027 (Plot Plan): A Plot Plan for a new 39 unit apartment complex on 2.6 acre site. The project includes seven two-story multi-unit buildings. The multi-unit buildings include one 3-unit, one 5-unit, two 6-unit, one 8-unit, one 10-unit, and a leasing office building with one manager-unit. The unit mix includes 18 two-bedroom apartments and 21 three-bedroom apartments. A total of 109 parking spaces are proposed including 31 surface parking spaces, 8 garage spaces, and 70 covered carports. The project is located at 23778 and 23798 Hemlock Avenue, east of Swages Lane.

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- PA15-0046 (Plot Plan), P16-083 (Variance): Plot Plan for development of a 438 unit apartment project on approximately 18 acres of a 27.41 acre site. Project includes a mix of 1 bedroom, 2 bedroom and 3 bedroom units in fifteen 2-story buildings and two 4-story buildings. Located near the southeast corner of Alessandro Boulevard and Brodiaea Avenue.
 - PA16-0039 (Plot Plan): This Plot Plan application approved 272 multi-family apartments (1 and 2 story buildings). There will be four building types with a range of one to three bedrooms, a community building, and detached garages and carports on 19.82 acres of land. Located southeasterly of Alessandro Boulevard and Perris Boulevard.

GENERAL PLAN IMPLEMENTATION

The General Plan and the Development Code gives the City of Moreno Valley the tools necessary to guide the development of the City into the next century. Implementation of the General Plan includes key projects that demonstrate how the City of Moreno Valley is carrying out the policy and vision of the Plan.

The Planning Commission held public hearings on amendments to the General Plan and the Development Code. The Planning Commission recommended approval of the amendments, and they were forwarded to the City Council for final approval. As the City did not provide an Annual Report in 2015, projects representing General Plan Implementation are provided from January 2015 to December 2016.

General Plan Implementation in 2015 through 2016

The following General Plan related projects reviewed and approved in January 2015 through December 2016 are as follows:

2015

- PA14-0042 (Plot Plan), PA14-0043 (General Plan Amendment), PA14-0044 (Zone Change): A General Plan Amendment from Commercial (C) to Residential 20 (R20) and Zone Change from Community Commercial (CC) to Residential 20 (R20) for development of a Plot Plan for a 112 unit apartment project on 6.63 acres. The project proposes 14 two-story buildings with a mix of 1 and 2 bedroom units to include vehicle parking within carports and garages.
- PA12-0010 (General Plan Amendment), PA12-0011 (Development Agreement), PA12-0012 (Change of Zone), PA12-0013 (Specific Plan), PA21-0014 (Annexation), PA12-0015 (Tentative Parcel Map No. 36457), P12-016 (Environmental Impact Report): The proposed World Logistics Center (WLC) project involves approximately 3,818 acres of property. The project includes a General Plan Amendment to change the land use for the project area to Business Park/Light Industrial (BP) and Open Space (OS), which includes associated modifications to the Community Development Element, Parks, Recreation and Open Space Element, Circulation Element, Safety Element, and Conservation Element. The project also includes a Specific Plan for 2,610 acres of the project area to establish vision and development regulations for up to 40.6 million square feet of logistic development, and light logistics land uses, predominantly in the form of large high-cube industrial warehouse and distribution centers, and approximately 20,000 square feet of logistics support (e.g. fueling, associated retail). The proposed Change of Zone resulted in changes to the zoning atlas to reflect the designated areas for Logistics Development (LD), Light Logistics (LL) and

Open Space (OS) for the entire project area both within and outside the proposed Specific Plan boundary. Eighty-five (85) acres of land at the northwest corner of Alessandro Boulevard and Gilman Springs Road within the Specific Plan boundary would be pre-zoned for LD as intended for a subsequent Annexation to the City. The project also includes Tentative Parcel Map No. 36457, which divides property for finance and conveyance purposes only and a Development Agreement between the City and Highland Fairview for only real estate within the Specific Plan boundary in which Highland Fairview has a legal or equitable interest (approximately 2,263 acres). Approval of the project included the repeal of the current Moreno Highlands Specific Plan No. 212-1.

- PA14-0038 (General Plan Amendment): Energy Efficiency General Plan Amendment - The General Plan Amendment consists of an update to the Conservation Element of the City's General Plan to include a detailed discussion of energy efficiency. Section 7.6.3 "Energy Efficiency" has been developed within the existing framework of the City's General Plan. The General Plan Amendment text provides 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 final General Plan Amendment provides useful information that furthers energy efficiency and the reduction of greenhouse gas, and can be integrated into the planning efforts for use by the general public, private developers, city staff or other governmental entities

2016

There were no General Plan Amendment approvals to report from January 2016 to December 2016.

APPENDIX A
 Moreno Valley General Plan
 Complete list of Goals and Policies

KEY	
Planning	Police
Land Development	Waste Coordinator
Special Districts	Transportation
Economic Development	Building
Parks / Community Services	Multiple Departments
Emergency Operations / Fire	

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
The City Structure Land Use Element Goals and Policies			
9.2 Community Development Element Goals, Objectives, Policies and Programs			
9.2.1 Community Development Element Goals			
Goal 2.1	A pattern of land uses, which organizes future growth, minimizes conflicts between land uses, and which promotes the rational utilization of presently underdeveloped and undeveloped parcels.	Land use designations provided in the General Plan minimizes conflicts between land uses and allows for buffers between industrial, commercial and more sensitive residential land uses. In higher intensity Specific Plans such as the Industrial Area Plan (SP 208), buffers have been established between industrial land uses and existing more sensitive residential development. This is an ongoing goal of the City.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
<p>Goal 2.2</p>	<p>An organized, well-designed, high quality, and functional balance of urban and rural land uses that will meet the needs of a diverse population, and promote the optimum degree of health, safety, well-being, and beauty for all areas of the community, while maintaining a sound economic base.</p>	<p>The City of Moreno Valley strives to approve well-designed, high quality projects. There is a functional balance between urban and rural land uses that will meet the needs of the residents. For example, more rural land use designations are provided in the northern and eastern portions of the city, while urban land uses are provided in the western and southern portions. This practice allows for good sensible land use planning, while maintaining a sound economic base. This is an ongoing goal of the City.</p>	<p>Planning</p>

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Goal 2.3	Achieves an overall design statement that will establish a visually unique image throughout the City.	The City of Moreno Valley's General Plan provides for an overall design statement which establishes unique visual images throughout the City. The Municipal Code, which is consistent with the General Plan, establishes overall design guidelines and standards for residential, commercial and industrial development proposals, and reviews items such as, color, unity/diversity massing, and building proportion. This is an ongoing City goal.	Planning
Goal 2.4	A supply of housing in sufficient numbers suitable to meet the diverse needs of future residents and to support healthy economic development without creating an oversupply of any particular type of housing.	The downturn of the economy in 2007 limited new housing development in the City until recently. In the last year, new residential housing projects have been submitted and housing product has been very diverse. This includes such project types as smaller lot Planned Unit Developments for the senior or first time homeowner and multiple family housing such as apartments. This is an ongoing City goal.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
<p>Goal 2.5</p>	<p>Maintenance of systems for water supply and distribution; wastewater collection, treatment, and disposal; solid waste collection and disposal; and energy distribution which are capable of meeting the present and future needs of all residential, commercial, and industrial customers within the City of Moreno Valley.</p>	<p>A specific goal for the City is to maintain water supply, wastewater collection/treatment/disposal and solid waste collection capable of meeting the present and future needs of City residents. MVU prepares an annual Distribution System Plan, which forecasts the future electrical needs of MVU's service area. Capital improvement projects are then developed and prioritized to ensure that the system will meet the present and future needs of MVU customers. This is an ongoing goal.</p>	<p>Water Purveyors/Waste Coordinator /MVU</p>

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
9.2.2 Community Development Element Objectives and Policies			
Objective 2.1	Balance the provision of urban and rural lands within Moreno Valley by providing adequate land for present and future urban and economic development needs, while retaining the significant natural features and the rural character and lifestyle of the northeastern portion of the community.	The City of Moreno Valley continues to provide a balance of urban and rural land. The majority of the City is urbanized, with a continued emphasis of retaining natural features as well as the urban lifestyle with larger lots and larger animal keeping opportunities north of State Route 60 in the northeaster portion of the community. This is an ongoing City objective.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
<p>Objective 2.2</p>	<p>Provide a wide range of residential opportunities and dwelling types to meet the demands of present and future residents of all socioeconomic groups.</p>	<p>The City has a very diverse residential mix, including a wide range of residential opportunities to meet the demand of all socioeconomic groups. As included in Moreno Valley's approved 2014 Housing Element, the City strives for affordable housing opportunities. The City allows opportunities for Planned Unit Developments (PUD's) that provide smaller lot housing for the senior and first time home buyer. Although the market has been slow for condominium development, apartment projects have recently picked up momentum . There are also continued opportunities for market rate single family home development, from tract maps that have been carried over from before the economic downturn. This is an ongoing City objective.</p>	<p>Planning</p>

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Policies:			
2.2.1	In determining allowable density for residential parcels an "adjusted net acreage" shall be used. Adjusted net acres shall mean the land area that would remain after dedication of ultimate rights-of-ways for arterial streets, freeways and park dedications.	All allowable density of residential projects in the City are determined by calculating an adjusted net average of buildable area after infrastructure dedication for streets, utilities, parks etc. This is a continuing City policy.	Planning
2.2.2	The primary purpose of areas designated Hillside Residential is to balance the preservation of hillside areas with the development of view-oriented residential uses. a. Within the Hillside Residential category, appropriate	Section 9.03.040 B "Residential Site Development Standards" of the Municipal Code establishes standards for hillside residential development consistent with the goals, objectives and policies of the General Plan. Hillside residential development	Planning

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
	<p>residential uses include large lot residential uses. Lots smaller than one acre may only be permitted as clustered units to minimize grading, and other impacts on the environment, inclusive of the Multi-Species Habitat Conservation Plan.</p> <p>b. The maximum residential density within Hillside Residential areas shall be determined by the steepness of slopes within the project. The maximum allowable density shall not exceed one dwelling unit per acre on sloping hillside property and shall decrease with increasing slope gradient.</p> <p>c. Future development within Hillside Residential areas shall occur in such a manner as to maximize preservation of natural hillside contours, vegetation and other characteristics. Hillside area developments should minimize grading by following the natural contours as much as possible.</p> <p>d. Development within Hillside Residential areas shall be evaluated to determine the precise boundaries of</p>	<p>includes large lot residential uses, with the maximum allowable density not to exceed one dwelling unit per acre on sloping hillside property, including a decreasing density with an increasing slope gradient. Allowable development would preserve the preservation of natural hillsides. A slope analysis is the likely vehicle for development in hillside residential areas to determine the percentage of slope. Goals, objectives and policies of hillside residential development will be further evaluated with the next comprehensive General Plan update.</p>	

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
	<p>the area. If the Community Development Director determines that adequate slope information is not available, applicants requesting to develop within these areas shall complete a slope analysis for the proposed development site. Portions of the development that exceed an average slope of 10% shall adhere to the policies within the Hillside Residential category. Portions of the development where the slopes are less than 10% on average shall adhere</p>		

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.2.3	<p>The primary purpose of areas designated Rural Residential is to provide for and protect rural lifestyles, as well as to protect natural resources and hillsides in the rural portions of the City.</p> <p>a. The maximum residential density within Rural Residential and areas shall be determined by the steepness of slopes within the individual project area. The maximum allowable density shall be 0.4 dwelling units per acre (an average lot size of 2.5 acres) on flat terrain and shall decrease with increasing slope gradient.</p> <p>b. Within the Rural Residential category, appropriate residential uses include large lot residential uses. Lots smaller than 2.5 acres may only be permitted as clustered units to minimize grading and other impacts on the environment, inclusive of the Multi-Species Habitat Conservation Plan.</p>	<p>Section 9.03.040 A "Residential Site Development Standards" of the Municipal Code establishes standards for rural residential development consistent with the goals, objectives and policies of the General Plan. This includes large lot residential development allowing a maximum density of 0.4 dwelling units per acre on flat terrain, with a decrease in density as the slope gradient increases. This is an ongoing policy.</p>	Planning
2.2.4	<p>The primary purpose of areas designated Residential 1 is to provide for and protect rural lifestyles. The maximum allowable density for projects within the Residential 1 areas shall be 1.0 dwelling unit per acre.</p>	<p>Section 9.03.040 "Residential Site Development Standards" of the Municipal Code establishes requirements for Residential 1 development consistent with the goals, objectives and policies of the General Plan. Development shall not exceed 1 dwelling unit per acre. This is an ongoing policy.</p>	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.2.5	The primary purpose of areas designated Residential 2 is to provide for suburban lifestyles on residential lots larger than commonly available in suburban subdivisions and to provide a rural atmosphere. The maximum allowable density shall be 2.0 dwelling units per acre.	Section 9.03.040 "Residential Site Development Standards" of the Municipal Code establishes standards for Residential 2 development consistent with the goals, objectives and policies of the General Plan. Development shall not exceed 2 dwelling units per acre. This is an ongoing policy.	Planning
2.2.6	The primary purpose of areas designated Residential 3 is to provide a transition between rural and urban density development areas, and to provide for a suburban lifestyle on residential lots larger than those commonly found in suburban subdivisions. The maximum allowable density shall be 3.0 dwelling units per acre.	Section 9.03.040 "Residential Site Development Standards" of the Municipal Code establishes standards for Residential 3 development consistent with the goals, objectives and policies of the General Plan. Development shall not exceed 3 dwelling units per acre. This is an ongoing policy.	Planning
2.2.7	The primary purpose of areas designated Residential 5 is to provide for single-family detached housing on standard sized suburban lots. The maximum allowable density shall be 5.0 dwelling units per acre.	Section 9.03.040 "Residential Site Development Standards" of the Municipal Code establishes standards for Residential 5 development consistent with the goals, objectives and policies of the General Plan. Development shall not exceed 5 dwelling unit per acre. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.2.8	The primary purpose of areas designated Residential 10 is to provide for a variety of residential products and to encourage innovation in housing types. Developments within Residential 10 areas are typically expected to provide amenities not generally found in suburban subdivisions, such as common open space and recreational areas. The maximum allowable density shall be 10.0 dwelling units per acre.	Section 9.03.040 "Residential Site Development Standards" of the Municipal Code establishes standards for Residential 10 development consistent with the goals, objectives and policies of the General Plan. Development shall not exceed 10 dwelling units per acre. This is an ongoing policy.	Planning
2.2.9	The primary purpose of areas designated Residential 15 is to provide a range of multi-family housing types for those not desiring dwellings on individual lots that include amenities such as common open space and recreational facilities. The maximum allowable density shall be 15.0 dwelling units per acre.	Section 9.03.040 "Residential Site Development Standards" of the Municipal Code establishes standards for multiple-family Residential 15 development consistent with the goals, objectives and policies of the General Plan. Development shall not exceed 15 dwelling unit per acre. This is an ongoing policy.	Planning
2.2.10	The primary purpose of areas designated Residential 20 is to provide a range of high density multi-family housing types. Developments within Residential 20 areas shall also provide amenities, such as common open spaces and recreational facilities. The maximum density shall be 20 dwelling units per acre.	Section 9.03.040 "Residential Site Development Standards" of the Municipal Code establishes standards for high density residential 20 development consistent with the goals, objectives and policies of the General Plan. Development shall not exceed 20 dwelling units per acre. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.2.11	The primary purpose of areas designated Residential 30 is to provide a range of high density multi-family housing types in an urban setting. Developments within Residential 30 areas shall also provide amenities, such as common open spaces and recreational facilities. The maximum density shall be 30 dwelling units per acre.	Section 9.03.040 "Residential Site Development Standards" of the Municipal Code establishes standards for high density Residential 30 development consistent with the goals, objectives and policies of the General Plan. Development shall not exceed 30 dwelling unit per acre. This is an ongoing policy.	Planning
2.2.12	Densities in excess of the maximum allowable density for residential projects may be permitted pursuant to California density bonus law.	The City encourages the use of density bonus for affordable housing and senior housing opportunities. Development Code Section 9.03.050 "Density Bonus Program for Affordable Housing" provides provisions for density bonus and greater on-site project densities. This is an ongoing policy.	Planning
2.2.13	Planned Unit Developments (PUD) shall be encouraged for residential construction in order to provide housing that is varied by type, design, form of ownership, and size. PUD's shall also provide opportunities to cluster units to protect significant environmental features and/or provide unique recreational facilities.	PUD's are encouraged to allow for more diverse designs, recreational opportunities and walkable residential communities. Section 9.03.060 "Planned Unit Developments of the Development Code provides for PUD's and clustering opportunities to avoid existing environmental constraints. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.2.14	Discourage costly "leap-frog" development patterns by encouraging in-fill development wherever feasible, thereby reducing overall housing costs. Development within an area designated as SP 212-1 (Moreno Highlands) is not considered to be leapfrog development.	Developing on infill properties is always encouraged by the City. This is an ongoing policy.	Planning
2.2.15	Encourage a diversity of housing types, including conventional, factory built, mobile home, and multiple family dwelling units.	The City encourages a diverse housing mix for all residentially zoned property. This is an ongoing policy.	Planning
2.2.16	Encourage the use of innovative and cost effective building materials, site design practices and energy and water conservation measures to conserve resources and reduce the cost of residential development.	The use of cost effective building materials, site design practices and energy/water conservation measures is encouraged through the Development and Building Codes. For example. The Landscape ordinance requires drought tolerant plant materials and waterwise irrigation practices . The Green Building Code requires conservations measures such as building material design and other energy requirements. This is an ongoing policy.	Planning
2.2.17	Affordable housing developments should be compatible in visual design with surrounding development.	All newly constructed affordable housing developments are compatible with both exterior design and surrounding development. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A
 Moreno Valley General Plan
 Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.2.18	Discourage nonresidential uses on local residential streets that generate traffic, noise or other characteristics that would adversely affect nearby residents.	Current zoning practices discourages and in many cases does not allow for impactful non-residential development to occur. The Municipal Code (Section 9.02.020 "Permitted Uses"), restricts non residential uses in residential zones that are contained to local residential streets. This is an ongoing policy.	Planning
Objective 2.3	Promote a sense of community and pride within residential areas through increased neighborhood interaction and enhanced project design.	A sense of community and pride is instilled in newly approved projects through good design and walkable communities. Increased neighborhood interaction is also encourage through such things as neighborhood watch and Pop teams established for multiple family residential development. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Policies:			
2.3.1	Within individual residential projects, a variety of floor plans and elevations should be offered.	Pursuant to Section 9.16.130 (Table 9.16.130B) of the Code, all residential projects shall provide a variety of floor plans and elevations. This is an ongoing policy.	Planning
2.3.2	Encourage building placement variations, roofline variations, architectural projections, and other embellishments to enhance the visual interest along residential streets.	Chapter 16 of the Municipal Code requires roofline variations, architectural projections and other embellishments such as four sided architecture. This is an ongoing policy.	Planning
2.3.3	Discourage the development of single-family residences with a bulk (building mass) that is out of scale with the size of the parcels on which they are located.	The City understands that building massing is a very important issue to consider in residential elevations and when developing single-family residential communities. The design guidelines contained in Section 9.16.010 of the Municipal Code discourages building massing that is out of context with the existing neighborhood. This is an ongoing policy.	Planning
2.3.4	Design large-scale small lot single family and multiple family residential projects to group dwellings around individual open space and/or recreational features.	Section 9.03.060 "Planned Unit Developments" of the Municipal Code encourages PUD's for greater innovation in housing development and conservation of natural resources and open space. Recreational facilities such as picnic areas, pocket parks, walking paths and gyms are commonplace among PUD developments. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.3.5	<p>Ensure that all multiple family housing is well-designed, attractive and livable by:</p> <p>a. Ensuring all structures are architecturally compatible and include decorative architectural features and articulation in walls and roofs;</p> <p>b. Providing adequate parking, walkways, lighting, landscaping, amenities and open space areas;</p> <p>c. Providing private open space areas such as patios and balconies.</p>	<p>Pursuant to Chapter 16, Section 9.16.130 "Design Guidelines" of the Municipal Code, multiple-family residential projects shall be architecturally compatible with the existing neighborhood, provide parking, walkways and common open space areas such as picnic areas, pools, tot lots etc. This is an ongoing policy.</p>	<p>Planning</p>
Objective 2.4	<p>Provide commercial areas within the City that are conveniently located, efficient, attractive, and have safe and easy pedestrian and vehicular circulation in order to serve the retail and service commercial needs of Moreno Valley residents and businesses.</p>	<p>The City strives for commercial areas that provide functional vehicular circulation and safe pedestrian areas that are walkable internally between uses and externally to surrounding neighborhoods. This is an ongoing objective.</p>	<p>Planning</p>
Policies:			

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.4.1	The primary purpose of areas designated Commercial is to provide property for business purposes, including, but not limited to, retail stores, restaurants, banks, hotels, professional offices, personal services and repair services. The zoning regulations shall identify the particular uses permitted on each parcel of land, which could include compatible noncommercial uses. Commercial development intensity should not exceed a Floor Area Ratio of 1.00 and the average floor area ratio should be significantly less.	Zoning regulations for commercial uses are consistent with established General Plan land use. For example, the City's zoning map establishes Commercial zoning designations and the Municipal Code Permitted Uses Table (Section 9.02.020-1) provides for permitted uses allowed for each commercial zoning category. This is an ongoing policy.	Planning
2.4.2	The commercial area located at the intersection of Alessandro Boulevard and Redlands Boulevard shall provide for commercial land uses that are compatible with the historical, small town nature of the original Moreno town site. The zoning regulations shall identify the particular uses permitted on each parcel of land, which could include compatible noncommercial uses.	The General Plan Land Use Map shows the site zoned as VC or Village Commercial, which is a unique zoning classification allowing for unique uses. Any development at this intersection has been and would need to be compatible with the historical, small town nature of the original site.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.4.3	The commercial area located on the north side of State Route 60 at the intersection of Moreno Beach Drive shall provide for the establishment of commercial land uses that serve the daily needs of the surrounding residential neighborhood and the traveling public. It is not intended to serve the needs of the region for goods, services, entertainment or recreation. The zoning regulations shall identify the particular uses and type of development permitted on each parcel, which could include office uses and compatible noncommercial uses.	Properties located north of State Route 60 at the intersection of Moreno Beach Drive are zoned CC or Community Commercial. The zoning established in the City's Land Use Map and Municipal Code identifies permitted uses allows for commercial/retail uses that both serve the needs of the surrounding residential neighborhood and the traveling public. The preferred alternative in the Highway 60 Corridor study suggested a town center concept which includes potential entertainment retail uses such as hotels and sit down restaurant. This item shall be reviewed further during the next General Plan update.	Planning
2.4.4	An overlay district limiting land uses to those that are supportive and compatible with medical uses shall be established around the Riverside County Regional Medical Center and the Moreno Valley Community Hospital . The zoning regulations shall identify the particular uses and type of development permitted on each parcel.	Municipal Code standards under Section 9.07-040 "Medical Use Overlay District (MUO)", provides the foundation to create and maintain diverse and supportive medical uses in the vicinity of the Riverside County Regional Medical Center (Riverside University Health Systems) and the Moreno Valley Community Hospital. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.4.5	The primary purpose of locations designated Mixed-Use on the Moreno Valley General Plan Land Use map is to provide for the establishment of commercial and office uses and/or residential developments of up to 20 dwelling units per acre. The zoning regulations shall identify the particular uses and type of development permitted on each parcel. Overall development intensity should not exceed a floor area ratio of 1.00.	The Mixed Use land use zone established in the General Plan provides for both commercial/office and higher density residential development opportunities. The permitted uses table (Municipal Code(Section 9.02.020-1) identifies types of uses and Residential Site Development Standards (Municipal Code Section 9.03.040-6) establishes floor area ratios. The revised Mixed Use Overlay has established standards for denser residential development and allows density to rise from a maximum of 20 dwelling units per acre to a maximum of 40 dwelling units per acre. This item shall be further reviewed and adjusted accordingly with the next General Plan update.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.4.6	The primary purpose of areas designated Residential/Office on the Moreno Valley General Plan Land Use map is to provide areas for the establishment of office-based working environments or residential developments of up to 15 dwelling units per acre. The zoning regulations shall identify the particular uses and type of residential development permitted on each parcel of land. Overall development intensity should not exceed a Floor Area Ratio of 1.00.	As established in Chapter 9,02, Section 9.02.020 of the Municipal Code, areas zoned Residential/Office provide office based working environments and allow for higher density multiple-family residential development. Zoning regulations identify particular uses, types of residential development and floor area ratio requirements. This is an ongoing policy.	Planning
2.4.7	The primary purpose of areas designated Office is to provide for office uses, including, administrative, professional, legal, medical and financial offices. The zoning regulations shall identify the particular uses permitted on each parcel of land, which could include limited non-office uses that support and are compatible with office uses. Development intensity should not exceed a Floor Area Ratio of 2.00 and the average intensity should be significantly less.	The Municipal Code (Sections 9.02.020 and 9.04.010) establishes permitted uses and defines areas designated for office type uses. Current zoning regulations identifies development intensity. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.4.8	Orient commercial development toward pedestrian use. Buildings should be designed and sited so as to present a human-scale environment, including convenient and comfortable pedestrian access, seating areas, courtyards, landscaping and convenient pedestrian access to the public sidewalk.	Section 9.04.010 encourages concentration of commercial use for the convenience of the public and to secure a mutually beneficial relationship between commercial uses and the and public. Section 9.16.150 "Commercial Design Guidelines requires pedestrian pathways in parking areas and further incorporates pedestrian ways and plazas to provide visual interest and functionality. This is an ongoing policy.	Planning
2.4.9	Require reciprocal parking and access agreements between individual parcels where practical.	Section 9.16.150 "Commercial Design Guidelines requires interspace access be provided between commercial centers reducing the number of drive approaches from the street and to encourage commercial/retail crossover. This is an ongoing policy.	Planning
2.4.10	Design internal roadways so that direct access is available to all structures visible from a particular parking area entrance in order to eliminate unnecessary vehicle travel, and to improve emergency response.	Internal roadways provide direct access to all structures visible from a parking area entrance. This would also be the norm for Specific Plans under Chapter 9.13. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.4.11	The commercial area located in the vicinity of the intersection of Gilman Springs Road and Jack Rabbit Trail shall provide those commercial support activities necessary and/or incidental to adjacent recreational uses and emphasize tourist-oriented activities and retail services. Recreation-oriented residential land use types may be appropriate to the extent that they are incidental to and complement the recreational character of the area. At such time as the area is annexed to the City, the zoning regulations shall identify the particular uses permitted on each parcel of land.	The General Plan Land Use Map provides a commercial land use designation for this area located in the City's Sphere of Influence. Based on the policy, land uses should be limited away from general commercial use, with an emphasis on more recreation or tourist oriented land uses. This item shall be further reviewed and evaluated in the next comprehensive General Plan update.	Planning
Objective 2.5	Promote a mix of industrial uses which provide a sound and diversified economic base and ample employment opportunities for the citizens of Moreno Valley with the establishment of industrial activities that have good access to the regional transportation system, accommodate the personal needs of workers and business visitors; and which meets the service needs of local businesses.	The Municipal Code provides for a mixture of industrial uses that provide a diverse economic base and opportunities for employment with access to regional transportation systems. For example, the recently approved World Logistics Center, situated in the southern and eastern portion of the City, takes advantage of easy access to the State Route 60 freeway.	Planning
Policies:			

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.5.1	The primary purpose of areas designated Business Park/Industrial is to provide for manufacturing, research and development, warehousing and distribution, as well as office and support commercial activities. The zoning regulations shall identify the particular uses permitted on each parcel of land. Development intensity should not exceed a Floor Area Ratio of 1.00 and the average floor area ratio should be significantly less.	The Business park/Industrial land use category provides for a wide variety of industrial uses from warehousing, manufacturing and office/support uses. The Municipal Code Permitted Uses Table (Section 9.02.020-1) establishes permitted uses allowed for this land use category. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.5.2	Locate manufacturing and industrial uses to avoid adverse impacts on surrounding land uses.	Industrial design guidelines provided in the Municipal Code Chapter 9.16 requires truck traffic to be channeled directly to truck routes and prohibits access to neighborhood streets. Manufacturing/industrial uses shall be screened and buffered from surrounding land uses. This is an ongoing policy.	Planning
2.5.3	Screen manufacturing and industrial uses where necessary to reduce glare, noise, dust, vibrations and unsightly views.	Municipal Code Sections 9.16.160 "Business Park/industrial" and 9.05.050 "Good Neighbor Guidelines for Warehouse Distribution Facilities" require screening for manufacturing and industrial uses in view of rights of way. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.5.4	Design industrial developments to discourage access through residential areas.	Industrial development is designed to discourage access through residential zones. Industrial design guidelines provided in the Municipal Code Chapter 9.16 requires truck traffic to be channeled directly to truck routes and prohibits access to neighborhood streets. In addition, Section 9.05.050 "Good Neighbor Guidelines for Warehouse Distribution Facilities" eliminates diesel trucks from unnecessarily traversing through residential neighborhoods based on establish truck routes, parking restrictions and proper signage An example includes the World Logistics Center project, a 41 million square foot industrial logistics hub in the southeastern portion of the City which has prevented access to Redlands Boulevard and the adjacent residential neighborhoods to the west by redesigning streets and preventing through access. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Objective 2.6	Maintain an adequate inventory of lands for the conduct of public, quasi-public, and institutional activities, including protection of areas needed for future public, quasi-public, and institutional facilities.	This is an on-going policy. Seniors and other users are encouraged to use para transit services provided by the Riverside Transit Agency. This is consistent with Chapter 9.11.080 of the Municipal Code.	Land Dev./Administrative Services/Police/Fire/Planning
Policies:			
2.6.1	The primary purpose of areas designated Public/Quasi-Public is to provide property for civic, cultural and public utility uses, including, but not limited to schools, libraries, fire stations, museums, and government offices. The zoning regulations shall identify the particular uses permitted on each parcel of land. Development intensity should not exceed a Floor Area Ratio of 1.00 and the average Floor Area Ratio should be significantly less.	The Municipal Code (Sections 9.02.020 and 9.04.010) establishes permitted uses and defines areas designated for "Public" uses. The description in this policy is consistent with zoning requirements in the above sections. This is an ongoing policy	Land Dev./Administrative Services/Police/Fire/Planning
Objective 2.7	Encourage open space preservation through appropriate land use policies that recognize the valuable natural resources and areas required for protection of public safety that exist in the City.	Municipal Code Chapter 9.06, Section 9.06.010 establishes standards for open space districts. The intent is to require specific regulations to preserve certain life styles, significant geological or other unique features, and protect the public health safety and welfare. Municipal Code Section 9.02.020 establishes permitted uses for properties located in the district. This is an ongoing objective.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A
 Moreno Valley General Plan
 Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Policies:			
2.7.1	The primary purpose of areas designated Open Space , is to provide areas that are substantially unimproved, including, but not limited to areas for outdoor recreation, the preservation of natural resources, the grazing of livestock and the production of crops. Development intensity should not exceed a Floor Area Ratio of 0.10 and the average Floor Area Ratio should be significantly less.	The purpose of Open Space Districts is to provide primarily unimproved areas, while preserving natural and environmentally sensitive areas. Municipal Code Chapter 9.06, Section 9.06.010 establishes standards for open space districts. Municipal Code Section 9.02.020 establishes permitted uses for properties located in the district. This is an ongoing policy.	Planning
2.7.2	The primary purpose of areas designated Floodplain is to designate floodplain areas where permanent structures for human occupancy are prohibited to protect of the public health and safety. Development intensity should not exceed a Floor Area Ratio of 0.05.	Accomplished through site design consistent with Municipal Code Chapter 8.12.	Land Development/Planning
Objective 2.8	The major purpose of specific plans is to encourage and promote the development of larger-scaled mixed-use developments for the purpose of providing adequate flexibility and innovation in residential building types, land use mixes, site design, and development concepts.	Some of the objectives of a specific plan are to encourage and promote the development of larger scaled mixed use developments for purposes of providing flexibility and innovation in residential building types, land use mixes, site design and development concepts for areas at or exceeding 15 acres. Municipal Code Chapter 9.13, Sections 9.13.010 through 9.13.050 provide purpose and intent, applicability and specific plan requirements. This is an ongoing objective.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Policies:			
2.8.1	<p>In order to provide superior design solutions, reduce adverse environmental impacts, preserve scenic values, and enhance the provision of open space and other amenities, transfers of residential densities permitted under the General Plan may be accomplished in accordance with the following:</p> <p>a. The transfer of residential densities may be accomplished only pursuant to approval of a planned unit development or hillside development.</p> <p>b. Up to one hundred percent (100%) of the density indicated on the General Plan Land Use map may be transferred within a single hillside development or planned unit development project. Densities may not be transferred from one project to another.</p> <p>c. The proposed transfer of densities shall be accomplished such that the project results in a superior use of land, increased sensitivity to the environment, and/or enhanced project amenities without an increased burden on public facilities and services.</p>	<p>Municipal Code chapter 9.03, Section 9.03.050 provides standards for density bonus and affordable housing opportunities. In addition, Chapter 9.03.060 "Planned Unit Developments", provide transfer of densities to preserve scenic areas, rock outcroppings and conservation of cultural or biological resources. Project amenities are enhanced by providing walkable communities that provide ample open space areas such as trails and parks. This is an ongoing policy.</p>	<p>Planning</p>

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.8.2	To the extent that development policies, land use standards, design guidelines, and other provisions of the adopted specific plans are, by their content, intended to address issues contained in the objectives, policies, and implementation programs of the Moreno Valley General Plan, and are inconsistent with the provisions of the General Plan, then the provisions of those specific plans shall be controlling; otherwise, all other provisions of the Moreno Valley General Plan shall remain in effect.	Specific Plans have been developed to be consistent with and to address issues contained in the Moreno Valley General Plan. All items not addressed in specific plans are directed to provisions in the Municipal Code (which is consistent with General Plan provisions). This is an ongoing policy.	Planning
Objective 2.9	Maintain City boundaries that are logical in terms of City service capabilities, economic development needs, social and economic interdependencies, citizen desires, and City costs and revenues.	Logical City boundaries have been maintained throughout the years with areas designated as spheres of influence for future expansion opportunities of the City. This is an ongoing objective.	Planning
Policies:			

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.9.1	<p>Support and encourage the annexation of unincorporated areas within the General Plan study area for which:</p> <p>a. Long-term benefits will be derived by the City;</p> <p>b. Adequate infrastructure and services have been or can be economically provided in accordance with current City standards;</p> <p>c. The proposed annexation will generate sufficient revenues to adequately pay for the provision of City services within a reasonable period of time.</p>	<p>Logical City areas of future annexation of unincorporated areas (northern and eastern portions) have been encouraged to produce long term benefits only if the necessary infrastructure is in place or is attainable, and if the annexation can generate sufficient revenues to pay for City services. These areas have been designated as spheres of influence. This is an ongoing policy.</p>	Planning
Objective 2.10	<p>Ensure that all development within the City of Moreno Valley is of high quality, yields a pleasant living and working environment for existing and future residents, and attracts business as the result of consistent exemplary design.</p>	<p>It is an objective of the City of Moreno Valley to make sure that development is of the highest quality, provides a pleasant living and working environment for residents and from an economic development standpoint, attracts business based on high quality design. This is an ongoing objective.</p>	Planning
Policies:			

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.10.1	Encourage a design theme for each new development that is compatible with surrounding existing and planned developments.	Chapter 16, Section 9.16.130 "Design Guidelines" of the Municipal Code establishes design for different types of development. Consistent with this Chapter, design themes are encouraged for new development. The theme shall be compatible with surrounding development. This is an ongoing policy.	Planning
2.10.2	Screen trash storage and loading areas, ground and roof mounted mechanical equipment and outdoor storage areas from public view as appropriate.	Chapter 16, Section 9.16.130 "Design Guidelines" of the Municipal Code establishes design for screening of trash/ storage areas, loading areas, roof mounted mechanical equipment and outdoor storage areas from public view. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.10.3	<p>Require exterior elevations of buildings to have architectural treatments that enhance their appearance.</p> <p>a. A design theme, with compatible materials and styles should be evident within a development project;</p> <p>b. Secondary accent materials, colors and lighting should be used to highlight building features;</p> <p>c. Variations in roofline and setbacks (projections and recesses) should be used to break up the building mass.</p> <p>d. Industrial buildings shall include architectural treatments on visible facades that are aesthetically pleasing.</p>	<p>Chapter 16, Section 9.16.130 "Design Guidelines" of the Municipal Code establishes design for exterior building facades and architectural treatments for all development types to include such items as overall design materials, accent materials, rooflines and architectural treatments for industrial buildings. This is an ongoing policy.</p>	<p>Planning</p>
2.10.4	<p>Landscaping and open spaces should be provided as an integral part of project design to enhance building design, public views, and interior spaces; provide buffers and transitions as needed; and facilitate energy and resource conservation.</p>	<p>Chapter 16, Section 9.16.130 "Design Guidelines" of the Municipal Code requires landscape buffers and open spaces to enhance public design, public views and interior spaces. Landscape in buffers and opens space also facilitates energy conservation. This is an ongoing policy.</p>	<p>Planning</p>
2.10.5	<p>Development projects adjacent to freeways shall provide landscaped buffer strips along the ultimate freeway right-of-way.</p>	<p>Chapter 16, Section 9.16.130 "Design Guidelines" of the Municipal Code requires freeway adjacent developments to provide landscape buffers along freeway rights of ways. This is an ongoing policy.</p>	<p>Planning</p>

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.10.6	Buildings should be designed with a plan for adequate signage. Signs should be highly compatible with the building and site design relative to size, color, material, and placement.	Chapter 9.12 "Sign Regulations" of the Municipal Code establishes requirements for sign placement and design. For visibility and economic viability of the business, adequate signage is required for building and site design. This is an ongoing policy.	Planning
2.10.7	On-site lighting should not cause nuisance levels of light or glare on adjacent properties.	Chapter 9.08 "General Development Standards" Section 9.08.100 "Lighting" of the Municipal Code provides standards for lighting and limitations for light and glare. Recent modifications to the Code have provided for dark sky provisions with further limitations of light spillage onto adjacent properties. This is an ongoing policy.	Planning
2.10.8	Lighting should improve the visual identification of structures. Within commercial areas, lighting should also help create a festive atmosphere by outlining buildings and encouraging nighttime use of areas by pedestrians.	Chapter 9.08, Section 9.08.100 "Lighting" of the Municipal Code provides lighting standards for visual identification. Lighting accents to the building through up lighting opportunities outline buildings and encourage use by pedestrians at night. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.10.9	Fences and walls should incorporate landscape elements and changes in materials or texture to deter graffiti and add visual interest.	Both Chapters 9.08 Section 9.08.070 "Fences and Walls" and Chapter 9.16 "Design Guidelines" both require landscape elements, material changes and texture to deter graffiti to fences and walls This is an ongoing policy.	Planning
2.10.10	Minimize the use and visibility of reverse frontage walls along streets and freeways by such treatments as landscaping, berming, and "side-on" cul-de-sacs.	Due to the cost of establishing "Special Districts" to maintain reverse frontage landscape and irrigation, reverse frontage development has been discouraged. Therefore, the use of reverse frontage walls is minimal. Any necessary reverse frontage wall shall be decorative in nature and would include landscape and possible berming to break up the elevations. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.10.11	Screen and buffer nonresidential projects from adjacent residential property and other sensitive land uses when necessary to mitigate noise, glare and other adverse effects on adjacent uses.	Chapter 9.16 "Design Guidelines", Sections 9.16.150 and 9.16.160 and Chapter 9.08, Section 9.08.150 of the Municipal Code provides general screening and buffer requirements for non-residential properties to other sensitive properties. This would include such items as trash areas, loading areas, ground-mounted equipment, roof mounted equipment etc. This is an ongoing policy.	Planning
2.10.12	Screen parking areas from streets to the extent consistent with surveillance needs (e.g. mounding, landscaping, low profile walls, and/or grade separations).	Both Landscape Guidelines (Parking Lots) approved by resolution in 2009 and Chapter 9.16 "Design Guidelines" for residential, commercial, industrial and office land uses include guidelines for screening of materials and equipment from streetscapes. This is an ongoing policy.	Planning
2.10.13	Provide landscaping in automobile parking areas to reduce solar heat and glare.	Landscape Guidelines (Parking Lots) approved by resolution in 2009 specifically requires landscaping in automobile parking areas. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.10.14	Preserve or relocate existing mature trees and vegetation where practical. Mature trees shall be replaced when they cannot be preserved or relocated.	Landscape Guidelines approved by resolution in 2009 specifically requires preservation of landscape and specifically trees. Mature trees not able to be preserved shall be replaced at a 3 to 1 ratio. This is an ongoing policy.	Planning
2.10.15	Emphasize the "gateway status" of lands in the vicinity of the intersection of I-215 and State Route 60, at the intersection of Alessandro Boulevard and I-215, at the intersection of Perris Boulevard and State Route 60, and at State Route 60 and Gilman Springs Road. In the vicinity of those areas designated as having "gateway status", the City shall encourage community identification signing.	Although gateway status has been emphasized with a recent upgrade of community identification status, the City has not designated any specific areas along the I-215 or State Route 60 gateway status As there are no specific policies or Code requirements on this subject, it is recommended that the item be further reviewed during the comprehensive update of the General Plan.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Objective 2.11	Maintain a water system that is capable of meeting the daily and peak demands of Moreno Valley residents and businesses, including the provision of adequate fire flows.	This item is accomplished through will serve letters, environmental documentation, and fire flow letters.	Land Development/Planning/Fire
Policies:			
2.11.1	Permit new development only where and when adequate water services can be provided.	This item is accomplished through will serve letters and environmental documentation.	Land Development/Planning
Objective 2.12	Maintain a wastewater collection, treatment, and disposal system that is capable of meeting the daily and peak demands of Moreno Valley residents and businesses.	Wastewater collection and treatment is provided by Eastern Municipal Water District (EMWD) Western Municipal Water District (WMWD), and Edgemont Community Services District (ECSD)	Land Development
Policies:			
2.12.1	Prior to the approval of any new development application ensure that adequate septic or sewer service capacity exists or will be available in a timely manner.	Requirement for sewer unless septic allowed by Riverside County Department of Environmental Health. This is consistent with Municipal Code Chapter 9.14.	Land Development
Objective 2.13	Coordinate development activity with the provision of public infrastructure and services to eliminate possible gaps in service provision.	Accomplished through design/construction consistent with Municipal Code Chapter 9.14.	Land Development
Policies:			
2.13.1	Limit the amount of development to that which can be adequately served by public services and facilities, based upon current information concerning the capability of public services and facilities.	Adequate public services are reviewed for each development proposal through California Environmental Quality Act guidelines.	Land Development/ Planning
2.13.2	Unless otherwise approved by the City, public water, sewer, drainage and other backbone facilities needed for a project phase shall be constructed prior to or concurrent with initial development within that phase.	Accomplished through design/construction consistent with Municipal Code Chapter 9.14.	Land Development

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.13.3	It shall be the ultimate responsibility of the sponsor of a development project to assure that all necessary infrastructure improvements (including system wide improvements) needed to support project development are available at the time that they are needed.	Accomplished through design/construction consistent with Municipal Code Chapters 9.8 and 9.14.	Land Development
2.13.4	Encourage installation of advanced technology infrastructure, including, but not limited to, infrastructure for high speed internet access and solar energy.	Land Development is not providing guidance on high speed internet access or involved with solar energy. Any involvement would be through the plan check process completed for utilities.	Land Development
Objective 2.14	Establish and implement comprehensive solutions to the financing of public facilities that adequately distribute costs based on the level of benefit received and the timing of development.	This item is accomplished through implementation of DIF and TUMF programs consistent with Municipal Code Title 3.	Finance / Facilities / Land Development/SD/Capital Projects

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Policies:			
2.14.1	Conduct periodic review of public facilities impact mitigation fees in accordance with state statutes to ensure that the charges are consistent with the costs of improvements. Utilize the service and mitigation standards contained in the Moreno Valley General Plan as the basis for determining improvement costs.	DIF program is periodically updated and the program is implemented consistent with Municipal Code Title 3.	Finance / Facilities / Land Development/Capital Projects
2.14.2	Promote the establishment of benefit assessment districts, Mello-Roos Community Facilities Districts, tax increment financing, and other financing mechanisms in combination with programmed capital improvements to eliminate existing public service and facility gaps, and to provide necessary facilities in advance of the impacts created by development.	CFD No. 2014-01 (Maintenance Services) was established on March 25, 2014. The District was formed to provide an alternative financing tool for the development community. It provides a mechanism to fund the operation and maintenance of street lighting services and maintenance of public landscaping. With next comprehensive General Plan update, it is recommend to change, "Promote the establishment of benefit assessment district, Mello-Roos Community Facilities Districts, tax increment financing, and other financing mechanisms in combination. . ." with "Promote the establishment of various special financing districts based on qualifications of project in combination. . ."	Special Districts

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.14.3	Review development projects for their impacts on public services and facilities including, but not necessarily limited to, roadways, water, sewer, fire, police, parks, and libraries and require public services or facilities to be provided at the standards outlined in the Moreno Valley General Plan and the standards of applicable service agencies.	Water and sewer impacts/service is determined during entitlement and will serve letters from purveyor.	Public Works / Public Safety/Facilities/Parks
Objective 2.15	Ensure that all Moreno Valley residents have access to high-quality educational facilities, regardless of their socioeconomic status or location within the City.	This objective is being met with continual cooperation and dialog with the Moreno Valley Unified School District and the Van Verde Unified School District.	Administrative Services/Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Policies:			
2.15.1	Encourage an ongoing open liaison with all school districts regarding proposed school design and siting to maximize access and minimize impacts to adjacent uses.	This will ensure that City Standards are conveyed, joint-use facilities are considered, safe routes to school are established, opportunity for parks are incorporated on adjacent property, and amenities are designed to minimize impacts to adjacent uses.	Parks/Planning
Objective 2.16	Maintain local library facilities and reserves in accordance with the following minimum standards: 0.5 square feet of library space and 1.2 volumes per capita.	Libraries fall under Admin Services. While the space and volume goals are well within national standards (and even below) they are well beyond what we can hope to achieve with the funds that we have to dedicate to library services. the .5 sq. ft. standard would require over 100,000 sq. ft. of space for library services. We are currently at 14,000 sq. ft. of space, .06 sq. ft. of space per resident, and even with adding a satellite of 4,000 sq. ft. we would be at 18,000 sq. ft. total or .08 sq. ft. per resident. Additionally, our current collections is just over 82,000 volumes, the 1.2 standard would require 246,000 volumes.	Administrative Services/Parks
Policies:			

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.16.1	Encourage inter-library loan agreements with the County library system and those of surrounding cities to provide the widest possible variety of materials to library patrons.	Inter-library loan agreements are encouraged with the County library system to provide the widest range and variety of materials possible to residents.	Administrative Services/Parks
2.16.2	Provide for the expansion of library facilities as needed to keep pace with the growing population of Moreno Valley.	Due to budgetary issues, the expansion of library facilities has not kept up with the pace of the growing population of Moreno Valley. This item can be revisited with the comprehensive update of the General Plan.	Administrative Service/Parks

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
<p>Objective 2.17</p>	<p>Provide cultural facilities, including history (natural, cultural and children's) and art museums and performing arts facilities.</p>	<p>The City collaborates with a number of cultural facilities including the Vanguard Galley (Moreno Valley Cultural Arts Foundation) to provide residents with art expos; clothing, toy, and food drives; charity art auctions; poetry readings; live music and theater events. The Conference & Recreation Center is home to the Moreno Valley Master Chorale and the Moreno Valley Community Band. Both offer performances quarterly at no cost to the community. The March Field Park Community Center is home to day camp and pre-school programs year round and is soon to be re-painted. The City's Arts commission is planning a Community Mural that will utilize volunteers to design and paint a mural on the exterior of the building depicting youth and recreation activities. On-going</p>	<p>Parks/Administrative Services</p>
<p>Policies:</p>			
<p>2.17.1</p>	<p>Promote the development and construction of a civic/cultural center and museums.</p>	<p>Moreno Valley has constructed the Conference and Recreation Center, Cottonwood Banquet Room, and Towngate Community Center for use as civic/cultural centers. A museum is planned at March Field Park in the future. Events at these facilities are ongoing.</p>	<p>Parks / Administrative Services</p>

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Objective 2.18	Promote social services programs that meet the special needs for childcare, the elderly, and the disabled.	The City offers child care, elderly, and disabled programs to the community through Community Service District funding and grants. Many of these programs are held at City buildings and schools. On-going	Parks / Administrative Services

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Policies:			
2.18.1	Ensure that a full range of human service programs are available to meet the lifetime development needs of residents of all ages, including the special needs of seniors, families, children, disabled persons, and youth groups.	<p>The City provides a range of activities to service residents of all ages.</p> <p>Youth: Sports – Flag Football, Pee-Wee and Jr Soccer and Baseball, Multi-Sport Clinics, Skateboarding, Golf and Foot golf, hiking</p> <p>Adult: Sports – Softball, Kickball, Arena Soccer, Soccer, Basketball, Skateboarding, Golf and Foot Golf, hiking, volleyball</p> <p>Life Enrichment Classes and Activities – acting, modeling, photography, writing, drawing, painting, dance, cheer, hula, martial arts, dog obedience, piano, guitar, CPR, Job Readiness Workshops, second languages, and aerobics</p> <p>Special Needs: Sunshine Social Club (physically challenged adults, professional development seminars, special transit (MoVan)</p> <p>Seniors: special transit (MoVan) , driving courses, free lunch, arts and crafts courses, fitness, bunco, billiards, guitar, special events, nutrition. All are ongoing programs.</p>	Parks/Administrative Services

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A
 Moreno Valley General Plan
 Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2.18.2	Encourage day care through zoning regulations by permitting such facilities in all compatible zoning classifications.	The City's Parks and Community Services Department locates their facilities within it's own facilities, which are properly zoned for such use.	Parks/Administrative Services / Community Development
2.18.3	Work closely with local schools, private companies, churches, non-profit agencies, government social service agencies, and community groups to facilitate the provision of community services.	The City works with various groups to jointly provide a multitude of services to the community. Examples of these groups include: Moreno Valley and Val Verde Unified School Districts, Salvation Army, Family Services Association, Master Chorale, Cultural Arts Foundation, Riverside University Health Systems, UC Riverside, Cal Baptist College, Friends of the Senior Center. Ongoing	Parks/Administrative Services
2.18.4	Encourage the development of senior citizens independent living and congregate care facilities in locations with convenient access to social, commercial, and medical services.	Development of senior citizen independent living and congregate care facilities are encouraged in locations convenient to social, commercial and medical services.	Administrative Services / <i>Community Development</i>
2.18.5	Promote volunteer involvement in all public programs and within the community as a whole.	The City promotes volunteer involvement through several departments and programs within the City.	Parks/Administrative Services

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
9.2 Community Development Element Goals, Objectives Policies and Programs			
9.2.3 Community Development Element Programs			
2-1	Develop a community signing scheme for street corridors, public buildings and selected entrances to the community and its sub-communities.	This is completed in concert with the bi-annual City Capital Improvement Plan effort. It is implemented in conformance with existing policies and procedures for signing throughout the City, and when needed, new policies may be developed. Wayfinding signs have been installed at selected locations. Future Wayfinding signs will be installed as need arises. "Welcome to Moreno Valley" signs have been installed at selected entrance points to the City, with remaining signs to be installed as priorities and funds allow.	Planning/Public Works/Capital Projects
2-2	Review and revise the Municipal Code to implement the goals, objectives and policies stated in the General Plan.	Periodically, the Municipal Code is revised and updated to reflect General Plan goals, objectives and policies. A General Plan annual report to review current General Plan standards is also completed and submitted to the Office of Planning and Research (OPR) each year. This is a policy that is reviewed annually with periodic updates throughout the year. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2-3	Conduct a detailed capital improvement program using the revised population projections and proposed land use characteristics of the General Plan.	A detailed capital improvement program is conducted annually by the Capital Projects Division of Public Works. This is an ongoing policy.	Public Works/Planning/Capital Projects
2-4	Periodically study the feasibility of extending the sphere of influence north of the city limits and annexing unincorporated areas along the city boundary.	Designated spheres of influence have been established east and north of the city limits. The City periodically studies the extension of the existing spheres of influence to the north, with the latest attempt at expansion studied with the City Council in 2016. This is an ongoing policy.	Planning
2-5	Disseminate local childcare resource information and provide referral service to residents and businesses.	Childcare resource information is provided to residents and businesses in the City. Ongoing	Planning/Administrative Services
2-6	Encourage demand-response public transportation facilities, such as the mini-bus or dial-a-ride systems in order facilitate the transportation needs of the elderly and the disabled.	This is an on-going policy. Seniors and other users are encouraged to use para transit services provided by the Riverside Transit Agency. This is consistent with Chapter 9.11.080 of the Municipal Code.	Transportation/Planning
2-7	Provide City information identifying available social services and facilities in a broad range of formats.	Housing: Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. Any projects funded with HOME or Housing Authority funding is provided on the City's website.	Housing/Administrative Services/Planning

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
2-8	Evaluate existing social programs under the City's purview, and determine if they adequately address the needs of the aged, the disabled, low-income families and persons in crisis situations.	Housing: Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. Any projects funded with HOME or Housing Authority funding is provided at City's website.	Housing/Administrative Services/Planning
2-9	Work with other jurisdictions to seek changes in state law to allow reasonable controls on the location of community care facilities, foster homes and sober living facilities.	The City strives to work with surrounding jurisdictions and jurisdictions in California regarding state law and controls on location of community care facilities, foster homes and sober living.	Planning/Administrative Services
The City Structure Economic Development Goals and Policies			
9.3 9.3 Economic Development Element Goals, Objectives, Policies and Programs			
9.3.1 Economic Development Element Goals			
	To be inserted after development of Economic Development Strategy.	This item will be completed with the next comprehensive update to the General Plan.	Economic Development
9.3.2 Economic Development Element Policies			
	To be inserted after development of Economic Development Strategy.	This item will be completed with the next comprehensive update to the General Plan.	Economic Development
9.3.3 Economic Development Element Programs			
	To be inserted after development of Economic Development Strategy.	This item will be completed with the next comprehensive update to the General Plan.	Economic Development
The City Structure Parks, Recreation and Open Space Element Goals and Policies			
9.4 Parks, Recreation and Open Space Element Goals, Objectives, Policies and Programs			
9.4.1 Parks, Recreation and Open Space Element Goals			

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Goal 4.1	To enhance Moreno Valley as a desirable place in which to live, work, shop, and do business.	The City provides numerous amenities for residents including parks, sports facilities, cultural/community centers, restaurants, stores, entertainment, and medical facilities, to promote the desirability of the City. Ongoing.	Parks / Community Services / <i>Economic Development</i>
Goal 4.2	To retain an open space system that will conserve natural resources, preserve scenic beauty, promote a healthful atmosphere, provide space for outdoor recreation, and protect the public safety.	The City promotes the preservation of it's natural resources and scenic beauty of open space, creating a healthy atmosphere for outdoor recreation and public safety, per MVMC Title 7. On-going.	Parks / Community Services / <i>Planning</i>
9.4.2 Parks, Recreation and Open Space Element Objectives and Policies			
Objective 4.1	Retain agricultural open space as long as agricultural activities can be economically conducted, and are desired by agricultural interests, and provide for an orderly transition of agricultural lands to other urban and rural uses.	The City encourages agricultural open space land as long as the activities can be economically conducted and it is an objective to provide for orderly transition of agricultural uses to other urban/rural lands. Permitted uses Table 9.02.020 in the Municipal Code allows for agricultural and crop production in all land use zones Ongoing.	Planning
Policies:			
4.1.1	Encourage grazing and crop production as a compatible part of a rural residential atmosphere.	Permitted uses Table 9.02.020 allows for agricultural and crop production in all land use zones. Ongoing.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Objective 4.2	Provide safe, affordable and accessible recreation facilities and programs to meet the current and future needs of Moreno Valley's various age and interest groups and promote the provision of private recreational facilities.	The City provides numerous safe, affordable, and accessible recreation facilities to meet the various needs or multiple age and interest groups. There are currently 4 community centers and 28 public parks that have recreation amenities. Ongoing.	Parks / Community Services
Policies:			
4.2.1	Neighborhood parks shall serve as the day-to-day recreational areas of the City, Neighborhood parks should be within a reasonable walking distance of the population served. Community parks may also serve day-to-day recreation needs. That portion of the community and/or regional facilities that provide similar amenities to those found in neighborhood parks shall also be considered as meeting this objective.	Neighborhood parks are designed and constructed to be located within a reasonable distance of the population they are intended to serve. Community parks are designed and constructed to include similar amenities as neighborhood parks to meet the objective of a neighborhood park. On-going.	Parks / Community Services
4.2.2	Community parks shall provide opportunities for participation in sports and related athletic activities, water-oriented recreation and other special interest activities (e.g. golf, tennis, equestrian, etc.).	Community parks provide opportunities for a variety of athletic activities. Examples of these include: Cottonwood Golf Center, Moreno Valley Equestrian Center, March Field Skate Park, tennis courts at three sites, basketball courts at several sites, and splash pads in two parks. Ongoing.	Parks / Community Services

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
4.2.3	Employ a multifaceted approach in the financing and acquisition, development and maintenance of parkland, including the financing of parklands through development fees, state and federal grant-in-aid programs, gifts and donations, and other sources.	<p>Moreno Valley utilizes development impact fees, Quimby in lieu fees, Community Facilities and Services Districts, and various grants, to finance acquisition, development, and maintenance of parks and parkland.</p> <p>"Zone A was formed at City incorporation to provide a funding mechanism for parks and community services. Every parcel in the City contributes to Zone A. CFD No. 1 (Park Maintenance) was established on July 8, 2003. The District was formed to provide financing tool for the residential development community. It provides a mechanism to fund the operation and maintenance of parks constructed after district formation. All new residential development is conditioned to contribute to the District.</p> <p>Willdan Financial has been engaged to evaluate possible amendment to CFD No. 1 or creation of a new CFD to provide for a tax rate layer for non-residential development "</p>	Parks / Community Services

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
4.2.4	Encourage special events (tournaments, festivals, celebrations) that reflect the uniqueness of Moreno Valley and contribute to community identity, cohesiveness and stability.	Moreno Valley encourages and hosts several special events. Some are unique to the City, in order to bring together it's residents. Examples are: 4th of July Independence Parade and Family Fun Fest, Youth Fest, Springtastic Festival and Egg Hunt, Recreation Expo, Concerts/Movies in the Parks, Snow Day and Holiday Tree Lighting. Ongoing	Parks / Community Services
4.2.5	Work in conjunction with private and public school districts and other public agencies to facilitate the public use of school grounds and facilities for recreational activities. The City shall also encourage the development of park sites adjacent to school facilities to maximize recreational opportunities in Moreno Valley.	The City has joint-use agreements with the school districts for use of recreation facilities. The City encourages new developments to construct parks next to schools to maximize recreational opportunities in the City. Ongoing.	Parks / Community Services
4.2.6	The City shall use cost effectiveness, demand and need for service and potential return on investment as criteria for the development and operation of future recreational facilities and programs.	The City Council sets activities/program fees. Typically, senior programs are no-cost and youth and adult fees are cost recovery. Sponsorships are utilized to off-set costs. Ongoing.	Parks / Community Services

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
4.2.7	The City level of service standard is 3 acres of developed parkland for every 1,000 new residents. Exceptions from this ratio may be made in exchange for extraordinary amenities of comparable economic value. Land not suitable for active recreation purposes may not be counted toward fulfilling parkland dedication requirements.	The City's standard for developed parkland is 3 acres per 1,000 new residents. In some areas, this ratio has been reduced due to the City receiving added amenities that are equal to or exceed the value of property. The City does not take on new property not suitable for active recreation purposes as fulfillment for parkland dedication requirements. MVMC Chapter 3.4. (Ongoing).	Parks / Community Services
4.2.8	Encourage the development of recreational facilities within private developments, with appropriate mechanisms to ensure that such facilities are properly maintained and that they remain available to residents in perpetuity.	The Planning Division encourages development of recreational facilities within private developments, with facility maintenance provided through required Covenants, Conditions and Restrictions (CC&R's) and through a Homeowners Association.	Planning
4.2.9	In conjunction with the school districts, civic organizations, and other private, civic-minded entities, encourage and participate in the provision of organized recreational activities for Moreno Valley residents of all ages.	The City has many programs that incorporate organized recreation activities for schools, civic organizations, and private civic-minded entities. These are designed to encourage participation in organized recreational activities for resident of all ages.	Parks / Community Services

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A
 Moreno Valley General Plan
 Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
4.2.10	Involve individuals and citizen groups reflecting a cross section of Moreno Valley citizens (including youth and adults) in the planning, design and maintenance of parks, recreation facilities and recreation programs.	The City has established a Park and Trail adoption system for individuals and groups to assist with the maintenance of parks and trails. City has several boards and commissions that assist with the planning and design of recreation facilities, parks, and trails. Ongoing	Parks / Community Services
4.2.11	Emphasize joint planning and cooperation with all public agencies as the preferred approach to meeting the parks and program needs of Moreno Valley citizens.	Moreno Valley jointly plans and cooperates with the local fire department, police department, and water district, in its approach to meet the needs of citizens. On-going	Parks / Community Services
4.2.12	Include multi-functional spaces and facilities in parks to facilitate cultural events.	Moreno Valley utilizes parks and the Conference and Recreation Center to facilitate cultural events such as: movies and concerts in the park; Artoberfest (art displays and performances); and various heritage related events.	Parks / Community Services
4.2.13	Provide recreation programs and access to facilities at reasonable costs.	The City provides many recreation programs and access to facility access at a reasonable cost. A few examples are: the Cottonwood Golf Center, Conference and Recreation Center gym, and Tee-ball. Ongoing	Parks / Community Services

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
4.2.14	Establish linear parks in agreement with public and private utilities, including the State of California along the California Aqueduct, for the use and maintenance of utility corridors and rights-of-way for recreational purposes.	The City currently has agreements with the State Department of Water Resources for use of land over the California Aqueduct pipeline and Edison for the Sunnymead Ranch Linear Park. Ongoing	Parks / Community Services
4.2.15	Work closely with Riverside County Parks Department in its open space program to ensure that trail systems within Moreno Valley effectively link open space components.	The City requires developers that are located on Riverside County boundaries to coordinate their trail plans with the County Parks. (Ongoing) "Zone A was formed at City incorporation to provide a funding mechanism for parks and community services. Every parcel in the City contributes to Zone A. CFD No. 1 (Park Maintenance) was established on July 8, 2003. The District was formed to provide financing tool for the residential development community. It provides a mechanism to fund the operation and maintenance of parks constructed after district formation. All new residential development is conditioned to contribute to the District.	Parks / Community Services

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
4.2.16	Acquire land jointly with the local school districts for future school/park sites.	The City makes every effort to coordinate placing parks next to schools. An example of an undeveloped park next to a school is adjacent to March Middle School. Through a joint-use agreement the City had two lighted ball fields constructed on the school and will have a developer dedicated and construct a park adjacent to the school. On-going	Parks / Community Services
4.2.17	Require new development to contribute to the park needs of the City.	New development is required to provide fully functioning parks or a in-lieu fee for future construction of parks.	Parks / Community Services
4.2.18	Provide lighted sports fields to increase availability and utilization of courts and playing field facilities.	Where funding allows, the City has added or revamped lighting of sport facilities. Added/revamped facilities include Lassalle Sports Park and Morrison Park. Ongoing	Parks / Community Services
Objective 4.3	Develop a hierarchical system of trails which contribute to environmental quality and energy conservation by providing alternatives to motorized vehicular travel and opportunities for recreational equestrian riding, bicycle riding, and hiking, and that connects with major regional trail systems.	The City has a master plan of multi-use trails and non-motorized bike trails throughout the City. They are designed to connect to trails and adjacent agencies. The trail plan is reviewed with each development annexing the City, each development building in the City, and on a yearly basis. Ongoing	Parks / Community Services

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A
 Moreno Valley General Plan
 Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Policies:			
4.3.1	The City's network of multiuse trails, including regional trails, community trails, and local feeder trails, shall (1) be integrated with recreational, residential and commercial areas, schools and equestrian centers; (2) provide access to community resources and facilities, and (3) connect urban populations with passage to hillsides, ridgelines, and other scenic areas.	Per the Master Plan of Trails and the General Plan, trails are incorporated into parks, residential, commercial, and industrial developments. In many instances, trails provide access to facilities and other community resources. Trails are designed to connect to scenic areas. Ongoing	Parks / Community Services
4.3.2	The City shall establish an agreement with public and private utilities for the use and maintenance of utility corridors and rights-of-way for trail purposes.	The City has several agreements with both public and private utilities for the design, construction, and maintenance of trails. Examples of these include the California Department of Water Resources, The Gas Company, and Southern California Edison. Ongoing	Parks / Community Services
4.3.3	All new development approvals shall be contingent on trail right-of-way dedication and improvement in accordance with the Master Plan of Trails (Figure 4-5).	In adherence to the Master Plan of Trails, the City may require fee or easement dedication for trails. New developments that annex to the City may be required to provide similar amenities. On-going	Parks / Community Services
4.3.4	In conjunction with all development review, the City shall consider multiuse trail access and traditional travel routes through the property.	Per the Master Plan of Trails and the General Plan, trails are incorporated into many developments adjacent to traditional travel routes (streets and sidewalks). On-going	Parks / Community Services

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
4.3.5	In conjunction with the review and approval of nonresidential developments, the City should consider the use of multiuse trail amenities such as hitching posts, benches, rest areas, and drinking facilities.	In adherence to the Master Plan of Trails, the City may require trails and related amenities within nonresidential development.	Parks / Community Services
4.3.6	Wherever possible, development of residential areas conditioned for animal keeping on lots of ½ acre or larger, shall include a decomposed granite trail on one side of the street and traditional concrete sidewalk on the other.	Where applicable, feeder trails are conditioned for residential developments that allow animal keeping. The standard is to have a trail on one side of the street and a traditional sidewalk on the other. On-going	Parks / Community Services
4.3.7	Trail design and construction should take into consideration the safety and convenience of all trail users as the primary concern.	User safety and convenience are the upmost concern in the planning and construction of multi-use trails. On-going	Parks / Community Services
4.3.8	The City should facilitate the development of a multiuse regional trail system.	The City has been working with the County of Riverside and Lake Perris State Park to coordinate trail systems. On-going	Parks / Community Services
4.3.9	Unless otherwise specified due to fire department requirements, access or as established by a specific plan, city trails along roadways shall be ten (10) feet wide and shall be constructed with decomposed granite or equal material and shall provide appropriate fencing or other devices where needed to delineate trails from vehicular rights-of-way.	Multi-use trails where located adjacent or near roadways are designed to have a minimum flat surface of ten (10) foot in width, with a 2% cross-slope. Trails are delineated from vehicular traffic by means of fencing and or shrubbery. Trail surfaces are stabilized granite with a minimum thickness of four (4) inches.	Parks / Community Services

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
4.3.10	Where firefighting access is required, trails shall be 20' wide to meet the needs of the Fire Department and its equipment. Fire Department requirements shall be met in all conditions where access is required.	Where fire access and a trail is required, the minimum width of the trail shall be 20', to accommodate fire equipment and staging. On-going	Parks / Community Services
4.3.11	In unusual situations where legal or topographical barriers exist (e.g., excessive slope, the configuration of right-of-way, existing vegetation, etc.), the City shall have the discretion to amend the trail requirement as needed to accomplish the goals of this General Plan.	The City makes amendments to specific trail locations, based on various topographical barriers. This is done to create a trail system that can be utilized by the majority of citizens, without inconvenience to residents. On-going	Parks / Community Services
4.3.12	Local feeder trails shall connect residential lots in property zoned for horse keeping to the community trail system.	Where appropriate zoning exists, the City requires developers to install Feeder Trails that connect residential lots to the City's Trail System. On-going	Parks / Community Services
4.3.13	The City will encourage volunteer programs for the improvement of existing trails for the purpose of providing an integrated trail network that is safe, functional and readily accessible.	The City encourages volunteers for it's Adopt a Trail Program, to maintain safe, functional, and accessible trails. To date, individuals to civic organizations have become volunteers. This is an on-going program.	Parks / Community Services
4.3.14	Where feasible, use drainage courses, utility rights-of-way and other such opportunities to incorporate trail and open space elements in the design of major development projects.	The City evaluates developer projects to maximize the undeveloped space for use with trails, passive parks, and open space. Ongoing	Parks / Community Services

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
4.3.15	Utilize the Citizen's Advisory Board on Recreational Trails in making recommendations to City Council for the distribution of funds for the construction of new trails.	When funds are available, the Recreation Trails Board would be recommending body to City Council for distribution of funds to construct new trails. Ongoing	Parks / Community Services
9.4.3 Parks, Recreation and Open Space Element Programs			
Programs:			
4-1	Develop a parks and recreation facilities master plan to implement the Parks and Recreation Element.	In 2012 the City developed a Parks Master Plan, to outline the current recreational facilities, as well to identify the deficiencies. The master plan is a living document, to be updated periodically.	Parks / Community Services
4-2	Develop policies and criteria for the establishment of trails and rest/picnic areas in natural open space areas.	The City has developed policies and criteria for the establishment of trails and rest stops in open space areas. Ongoing	Parks / Community Services
4-3	Set policies and criteria for the establishment of greenbelt standards and design guidelines to allow flexibility in design of greenbelt/parks/open spaces areas within new development as long as non-auto circulation corridors (for equestrians, bicycles, pedestrians, etc.) are provided and the overall dedication requirement for greenbelt and park facilities is met.	The City has set policies and criteria for the design and construction of greenbelts, parks, and open space. Several provide for the use of equestrians, bicycles, and pedestrians. These uses have become dedication requirements. Reviews of standards and design are under review every one to two years.	Parks / Community Services

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
4-4	Explore the feasibility of requiring new development to provide a percentage of the development in greenbelt area.	New developments are examined for possible greenbelts. Many of these developments are required to construct these greenbelts for the resident's use.	Parks / Community Services
4-5	Provide on-going opportunities for public involvement and input into the park planning process.	The public is involved in assessing the current and future needs of park amenities. Some of this is done through committees/boards/commissions and some it through community meetings. On-going	Parks / Community Services
4-6	Maintain advisory committees, such as the Parks and Recreation Advisory Committee, created by City Council in 1988, to serve in an advisory capacity on parks and recreation issues.	The City Parks and Community Services Departments maintains commissions/boards such as the Parks and Recreation Commission, Senior Advisory Board, Recreational Trails Board, various sports groups, and the Arts Commission.	Parks / Community Services
4-7	Work with coalitions of sports organizations to define mutually compatible facility needs and mechanisms for the development, construction, operation and maintenance of these facilities.	The City consistently meets with various sports groups to discuss facilities and their needs. The City utilizes this information to design and construct new facilities as well as modify existing facilities. Ongoing.	Parks / Community Services

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
4-8	Investigate the feasibility of establishing a non-profit foundation to seek and receive donations from private sources for the support of Parks and Recreation programs and facilities.	The City's Library currently has a foundation for capital improvements. This foundation can be expanded upon to include various parks commissions/boards for specific programs. However, this must be approved by the IRS, so it does not jeopardize the City's tax exempt status. This program needs more investigation for additional uses. Ongoing.	Parks / Community Services
4-9	Acquire land and develop neighborhood and community parks in the "Recommended Future Parkland Acquisition Areas" shown in Figure 4-4.	Figure 4-4 was not provided in the 2006 General Plan. This item will need to be removed or updated with the next comprehensive General Plan update.	Parks / Community Services
4-10	Prepare a comprehensive plan of trails that clearly defines the routing of city trails and is part of the General Plan.	During the last General Plan update a comprehensive master plan of trails was adopted, which defines locations for city trails.	Parks / Community Services
4-11	Develop policies and criteria for the establishment of multiuse trails and rest/picnic areas in natural open space areas.	The City has developed policies and criteria for the establishment of trails and rest stops in open space areas. On-going. This is a duplicate of Policy 4.2, and shall be removed during the next comprehensive General Plan Update.	Parks / Community Services
4-12	Periodically review the Master Plan of Trails to show existing and planned trails.	The Master Plan of Trails is periodically reviewed, adding newly constructed trails to the plan. Ongoing with yearly reviews.	Parks / Community Services

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
4-13	Enact ordinances requiring developers to incorporate trail corridors into their development plans in accordance with the Master Plan of Trails.	Ordinance 359 (1992) provides for recreational facilities for trails per the Master Plan of Trails.	Parks / Community Services
4-14	Develop standards for residential feeder trails to guide developers in locating and constructing trails and for the arrangement of on-going maintenance requirements of the trails.	The City has developed construction standards for residential feeder trails to guide developers in locating feeder trails, as well as requirement for the development to establish a funding mechanism to maintain these trails. On-going program	Parks / Community Services

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
4-15	Establish a fee system for the equitable distribution of the cost of developing and maintaining trails citywide.	<p>The City has established a Community Facilities District to pay for the cost of developing and maintaining trails. (On-going program.) Zone A was formed at City incorporation to provide a funding mechanism for parks and community services. Every parcel in the City contributes to Zone A. CFD No. 1 (Park Maintenance) was established on July 8, 2003. The District was formed to provide financing tool for the residential development community. It provides a mechanism to fund the operation and maintenance of parks constructed after district formation. All new residential development is conditioned to contribute to the District.</p> <p>Willdan Financial has been engaged to evaluate possible amendment to CFD No. 1 or creation of a new CFD to provide for a tax rate layer for non-residential development</p>	Parks / Community Services
4-16	Investigate the feasibility of creating a special district(s) for the purpose of acquiring and managing open space and trails.	Currently, the City has a special district to manage trails. However, it has been the responsibility of developer associations to acquire and maintain open space.	Parks / Community Services

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
4-17	Seek out and apply for grants sponsored by state and federal agencies, such as the Recreational Trails Program administered by the Federal Highways Administration and the State Department of Parks and Recreation.	The City applies for several grants for trails, if the qualifications are met. On-going program	Parks / Community Services
The City Structure Circulation Element Goals, Objectives, Policies, and Programs			
9.5 Circulation Element Goals, Objectives, Policies, and Programs			
9.5.1 Circulation Element Goals			
Goal 5.1	Develop a safe, efficient, environmentally and financially sound, integrated vehicular circulation system consistent with the City General Plan Circulation Element Map, Figure 9-1, which provides access to development and supports mobility requirements of the system's users.	This is an on-going goal. It is accomplished through provisions of Titles 9 and 12 of the Municipal Code.	Transportation
Goal 5.2	Maintain safe and adequate pedestrian, bicycle, and public transportation systems to provide alternatives to single occupant vehicular travel and to support planned land uses.	This is an on-going goal. It is accomplished through provisions of Titles 9 and 12 of the Municipal Code.	Transportation
9.5.2 Circulation Element Objectives and Goals			
Objective 5.1	Create a safe, efficient and neighborhood- friendly street system.	This is an on-going objective. It is accomplished in accordance with Titles 9 and 12 of the Municipal Code.	Transportation
Policies:			
5.1.1	Plan access and circulation of each development project to accommodate vehicles (including emergency vehicles and trash trucks), pedestrians, and bicycles.	This is an on-going policy. It is implemented in accordance with Title 9 of the Municipal Code.	Transportation
5.1.2	Plan the circulation system to reduce conflicts between vehicular, pedestrian and bicycle traffic.	This is an on-going policy. It is implemented in accordance with Titles 9 and 12 of the Municipal Code.	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5.1.3	Require adequate off-street parking for all developments.	This is an on-going policy. It is implemented in accordance with Chapter 9.11 of the Municipal Code.	Transportation
5.1.4	Driveway placement shall be designed for safety and to enhance circulation wherever possible.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
5.1.5	Incorporate American Disability Act (ADA) and Title 24 requirements in roadway improvements as appropriate.	This is an on-going policy. It is implemented in accordance with Chapter 9 of the Municipal Code.	Transportation
5.1.6	Design new developments to provide opportunity for access and circulation to future adjacent developments.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
Objective 5.2	Implement access management policies.	This is an on-going objective. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
Policies:			
5.2.1	Locate residential units with access from local streets. Minimize direct residential access from collectors. Prohibit direct single-family driveway access on arterials and higher classification roadways.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
5.2.2	Feed short local streets into collectors.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
5.2.3	Encourage the incorporation of traffic calming design into local and collector streets to promote safe vehicle speeds.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 and Title 12 of the Municipal Code.	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5.2.4	Design new subdivisions to minimize the disruptive impact of motor vehicles on local streets. Long, broad and linear streets should be avoided. Residential streets should be no wider than 40 feet, and should have an uninterrupted length of less than one half mile. Curvilinear streets and cul-de-sacs are preferred. Streets within the subdivision should be designed to facilitate access to residences and to discourage through traffic.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
Objective 5.3	Maintain Level of Service (LOS) "C" on roadway links, wherever possible, and LOS "D" in the vicinity of SR 60 and high employment centers. Figure 9-2 depicts the LOS standards that are applicable to all segments of the General Plan Circulation Element Map.	This is an on-going objective. It is implemented in accordance with Title 9 of the Municipal Code. A complete review of the Circulation Element will be accomplished with the next General Plan update.	Transportation
Policies:			
5.3.1	Obtain right-of-way and construct roadways in accordance with the designations shown on the General Plan Circulation Element Map and the City street improvement standards.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
5.3.2	Wherever feasible, promote the development of roadways in accordance with the City standard roadway cross-sections, as shown in Figure 9-3. Cross-sections range from two-lane undivided roadways to 8-lane divided facilities.	This is an on-going policy. It is implemented in accordance with Chapters 9.14.100 of the Municipal Code.	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A
 Moreno Valley General Plan
 Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5.3.3	Create new roadway classifications to accommodate future traffic demand, including; Divided Major Arterial - Reduced Cross-Section, and Divided Arterial - 6-lane. These cross-sections are shown on Figure 9-3.	This is an on-going policy. It is implemented in accordance with Chapter 9.14.100 of the Municipal Code.	Transportation
5.3.4	For planning purposes, utilize LOS standards shown on Table 5 -1 to determine recommended roadway widths.	This is an on-going policy. It is implemented in accordance with Title 9 of the Municipal Code. A complete review of the Circulation Element will be accomplished with the next General Plan update.	Transportation
5.3.5	Ensure that new development pays a fair share of costs to provide local and regional transportation improvements and to mitigate cumulative traffic impacts. For this purpose, require new developments to participate in Transportation Uniform Mitigation Fee Program (TUMF), the Development Impact Fee Program (DIF) and any other applicable transportation fee programs and benefit assessment districts.	This is an on-going policy. It is implemented in accordance with Title 3 of the Municipal Code.	Transportation
5.3.6	Where new developments would increase traffic flows beyond the LOS C (or LOS D, where applicable), require appropriate and feasible mitigation measures as a condition of approval. Such measures may include extra right-of-way and improvements to accommodate left-turn and right-turn lanes at intersections, or other improvements.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5.3.7	Provide consideration to projects that have overriding regional or local benefits that would be desirable even though the LOS standards cannot be met. These projects would be required to analyze traffic impacts and mitigate such impacts to the extent that it is deemed feasible.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
5.3.8	Pursue arterial improvements that link and/or cross the State route 60 (SR-60) Freeway, including an additional over-crossing at Graham Street.	This is an on-going policy. An additional over-crossing at Graham Street is shown as Initiative 4.6.4 of the City's Strategic Plan.	Transportation
5.3.9	Address additional widenings at arterials providing access to SR-60 at Day Street, Frederick Street/Pigeon Pass road and Perris Boulevard.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code. A complete review of the Circulation Element will be accomplished with the next General Plan update.	Transportation
Objective 5.4	Maximize efficiency of the regional circulation system through close coordination with state and regional agencies and implementation of regional transportation policies.	This is an on-going objective. The City works closely with all state and regional agencies to enhance the efficiency of the regional circulation system.	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Policies:			
5.4.1	Coordinate with Caltrans and the Riverside County Transportation Commission (RCTC) to identify and protect ultimate rights-of-way, including those for freeways, regional arterial projects, transit, bikeways and interchange expansion.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code. A complete review of the Circulation Element will be accomplished with the next General Plan update.	Transportation
5.4.2	Coordinate with Caltrans and RCTC regarding the integration of Intelligent Transportation Systems (ITS) consistent with the principles and recommendations of the Inland Empire Regional ITS Architecture Project.	This is an on-going policy. It is implemented in accordance with the City's ITS Master Plan.	Transportation
5.4.3	Work with property owners, in cooperation with RCTC, to reserve rights-of-way for potential Community and Environmental Transportation Acceptability Process (CETAP) corridors through site design, dedication, and land acquisition, as appropriate.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code. A complete review of the Circulation Element will be accomplished with the next General Plan update.	Transportation
5.4.4	The City Council will commit to establishing ongoing relationships with all agencies that play a role in the development of the City's transportation system. Council members who are appointed to these agencies as City representatives shall seek out leadership roles to maximize their effectiveness on behalf of the City. Council will strive to maintain continuity in their appointments of representatives to promote effective representation.	This is an on-going policy. The Administrative Codes for various regional agencies define the requirements for elected officials to be represented on their Executive Boards.	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5.4.5	Work with RCTC, WRCOG, and the TUMF Central Zone Committee to facilitate the expeditious construction of TUMF Network projects, especially projects that directly benefit Moreno Valley.	This is an on-going policy. The City has designated certain Public Works staff to represent Moreno Valley interests at various Technical Advisory meetings.	Transportation
5.4.6	Cooperatively participate with SCAG, RCTC, and WRCOG in the planning for a transportation system that anticipates regional needs for the safe and efficient movement of goods and people.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code. A complete review of the Circulation Element will be accomplished with the next General Plan update.	Transportation
5.4.7	Utilizing a combination of regional, state and federal funds, development impact fees, and other locally generated funds, provide needed improvements along SR 60 and the associated interchanges, including interchange and grade separation improvements.	This is an on-going policy. It is implemented in accordance with Chapters 3.44 and 9.11.080 of the Municipal Code.	Transportation
5.4.8	Reserve rights-of-way to accomplish future improvements as specified in the Caltrans District 8 Route Concept Fact Sheet for SR-60. Specifically, SR-60 shall be built to six general purpose lanes and two High Occupancy Vehicle (HOV) lanes through Moreno Valley. Additional auxiliary lanes may be required between interchanges. The need for auxiliary lanes will be determined from future studies.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code. A complete review of the Circulation Element will be accomplished with the next General Plan update.	Transportation
5.4.9	Lobby the State Legislature to keep triple trailer trucks off highways in developed areas of California.	This policy is out of date. Staff does not actively lobby against triple trailer trucks off highways.	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Objective 5.5	Maximize efficiency of the local circulation system by using appropriate policies and standards to design, locate and size roadways.	This is an on-going objective primarily accomplished through provisions in Chapter 9.11.080 of the Municipal Code.	Transportation
Policies:			
5.5.1	Space Collectors between higher classification roadways within development areas at appropriate one-quarter mile intervals.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
5.5.2	Provide dedicated left-turn lanes at all major intersections on minor arterials and higher classification roadways.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
5.5.3	Prohibit points of access from conflicting with other existing or planned access points. Require points of access to roadways to be separated sufficiently to maintain capacity, efficiency, and safety of the traffic flow.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
5.5.4	Wherever possible, minimize the frequency of access points along streets by the consolidation of access points between adjacent properties on all circulation element streets, excluding collectors.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
5.5.5	Design streets and intersections in accordance with the Moreno Valley Municipal Code.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
5.5.6	Consider the overall safety, efficiency and capacity of street designs as more important than the location of on-street parking.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5.5.7	For developments fronting both sides of a street, require that streets be constructed to full width. Where new developments front only one side of a street, require that streets be constructed to half width plus an additional 12-foot lane for opposing traffic, whenever possible. Additional width may be needed for medians or left and/or right turn lanes.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
5.5.8	Whenever possible, require private and public land developments to provide on-site and off-site improvements necessary to mitigate any development-generated circulation impacts. A review of each proposed land development project shall be undertaken to identify project impacts to the circulation system. The City may require developers to provide traffic impact studies prepared by qualified professionals to identify the impacts of a development.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
5.5.9	Design curves and grades to permit safe movement of vehicular traffic per applicable Caltrans and Moreno Valley standards.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
5.5.10	Provide adequate sight distances for safe vehicular movement at all intersections and driveways.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5.5.11	Implement National Pollutant Discharge Elimination System Best Management Practices relating to construction of roadways to control runoff contamination from affecting water resources.	The National Pollutant Discharge Elimination System Best Management Practices are required for projects relating to the construction of roadways, to control runoff contamination from impacting water resources (ongoing).	Transportation
Objective 5.6	Support development of a ground access system to March Inland Port in accordance with its development plan as a major cargo airport.	This is an on-going objective. The City works closely with the March Joint Powers Authority in implementing strategies / development in support of a major cargo airport.	Transportation
Policies:			
5.6.1	Ensure that City arterials that provide access to and from March Inland Port are properly designed to accommodate projected traffic volumes, including truck traffic.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
5.6.2	Ensure that traffic routes to March Inland Port are planned to minimize impacts to City residential communities.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
Objective 5.7	Design roads to meet the needs of the residents of the community without detracting from the "rural" atmosphere in designated portions of Moreno Valley. (Designated "rural" areas include those encompassed by the Residential Agriculture 2, Residential 1, Rural Residential and Hillside Residential zoning districts. "Urban" areas encompass all other zoning districts.)	This is an on-going objective. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
Policies:			

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5.7.1	Pursue development of modified sidewalk standards for local and collector roads within low density areas to reflect the rural character of those areas.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
5.7.2	Provide sidewalks on arterials in designated low density areas that provide access to schools and bus stops.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
Objective 5.8	Encourage development of an efficient public transportation system for the entire community.	This is an on-going objective. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
Policies:			
5.8.1	Support the development of high-speed transit linkages, or express routes, that would benefit the citizens and employers of Moreno Valley.	This is an on-going policy. The City works closely with Riverside Transit Agency (RTA) in the implementation of Bus Rapid Transit routes as developed in the RTA Comprehensive Operational Analysis (COA).	Transportation
5.8.2	Support the efforts of the March Joint Powers Authority in its pursuit of a Transit Center.	This is an on-going policy. The City works closely with Riverside Transit Agency (RTA) in the implementation of recommended improvements developed in the RTA Comprehensive Operational Analysis (COA).	Transportation
5.8.3	Encourage public transportation opportunities that address the particular needs of transit dependent individuals in the City such as senior citizens, the disabled and low -income residents.	This is an on-going policy. The City works closely with Riverside Transit Agency (RTA) in the implementation of recommended improvements developed in the RTA Comprehensive Operational Analysis (COA).	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5.8.4	Ensure that all new developments make adequate provision for bus stops and turnout areas for both public transit and school bus service.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
5.8.5	Continue on-going coordination with transit authorities toward the expansion of transit facilities into newly developed areas.	This is an on-going policy. The City works closely with Riverside Transit Agency (RTA) in the implementation of recommended improvements developed in the RTA Comprehensive Operational Analysis (COA).	Transportation
Objective 5.9	Support and encourage development of safe, efficient and aesthetic pedestrian facilities.	This is an on-going objective. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
Policies:			
5.9.1	<p>Encourage walking as an alternative to single occupancy vehicle travel, and help ensure the safety of the pedestrian as follows:</p> <p>(a) All new developments shall provide sidewalks in conformance with the City’s streets cross-section standards, and applicable policies for designated urban and rural areas.</p> <p>(b) The City shall actively pursue funding for the infill of sidewalks in developed areas. The highest priority shall be to provide sidewalks on designated school routes.</p>	This is an on-going policy. It is implemented in accordance with Chapter 9.11.100 of the Municipal Code.	Transportation
5.9.2	Walkways shall be designed to minimize conflicts between vehicles and pedestrians.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.100 of the Municipal Code.	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A
 Moreno Valley General Plan
 Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5.9.3	Where appropriate, provide amenities such as, but not limited to, enhanced paving, seating, and landscaping to enhance the pedestrian experience.	This is an on-going policy. New development is reviewed and conditioned to provide pedestrian friendly infrastructure in accordance with 9.11.100 of the Municipal Code.	Transportation
5.9.4	Require the provision of convenient and safe pedestrian access to buildings from the public sidewalk.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.100 of the Municipal Code.	Transportation
Objective 5.10	Encourage bicycling as an alternative to single occupant vehicle travel for the purpose of reducing fuel consumption, traffic congestion, and air pollution. The Moreno Bikeway Plan is shown in Figure 9-4.	This is an on-going objective. Bicycle Infrastructure is developed in accordance with the adopted Bicycle Master Plan.	Transportation
Policies:			
5.10.1	Bikeways shall link residential neighborhood areas with parks, employment centers, civic and commercial areas, and schools.	This is an on-going policy. Bicycle Infrastructure is developed in accordance with the adopted Bicycle Master Plan.	Transportation
5.10.2	Integrate bikeways, consistent with the Bikeway Plan, with the circulation system and maintain Class II and III bikeways as part of the City's street system.	This is an on-going policy. Bicycle Infrastructure is developed in accordance with the adopted Bicycle Master Plan.	Transportation
5.10.3	Support bicycle safety programs, and active enforcement of laws relating to the safe operation of bicycles on City streets.	This is an on-going policy. Bicycle Infrastructure is developed in accordance with the adopted Bicycle Master Plan.	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5.10.4	Link local bikeways with existing and planned regional bikeways.	This is an on-going policy. Bicycle Infrastructure is developed in accordance with the adopted Bicycle Master Plan.	Transportation
Objective 5.11	Eliminate obstructions that impede safe movement of vehicles, bicyclists, and pedestrians.	This is an on-going objective. Bicycle Infrastructure is developed in accordance with the adopted Bicycle Master Plan.	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A
 Moreno Valley General Plan
 Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Policies:			
5.11.1	Landscaping adjacent to City streets, sidewalks and bikeways shall be designed, installed and maintained so as not to physically or visually impede public use of these facilities. (a) The removal or relocation of mature trees, street trees and landscaping may be necessary to construct safe pedestrian, bicycle and street facilities. (b) New landscaping, especially street trees shall be planted in such a manner to avoid overhang into streets, obstruction of traffic control devices or sight distances, or creation of other safety hazards.	This is an on-going program. Transportation Engineering works closely with Special Districts to ensure existing and proposed landscaping does not interfere with traffic control devices or pose any problems for pedestrians and cyclists.	Transportation
5.11.2	Driveways shall be designed to avoid conflicts with pedestrian and bicycle travel.	This is an on-going policy. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
Objective 5.12	Promote efficient circulation planning for all school sites that will maximize pedestrian safety, and minimize traffic congestion and neighborhood impacts.	This is an on-going objective. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
Policies:			

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5.12.1	Coordinate with school districts to identify suggested pedestrian routes within existing and new subdivisions for school children to walk to and from schools and/or bus stops.	This is an on-going policy. The city has a robust Safe Routes to School Program which provides for designated walking routes, and school age pedestrian education / encouragement outreach efforts.	Transportation
9.5.3 Circulation Element Programs			
Programs:			Transportation
5-1	Periodically review current traffic volumes, traffic collision data, and the pattern of urban development to coordinate, program, and as necessary revise the planning and prioritization of road improvements.	This is an on-going program. It is implemented in accordance with Title 12 of the Municipal Code.	Transportation
5-2	Periodically, reassess the goals, objectives and policies statements of the Circulation Element and propose amendments, as necessary.	This is an on-going program. A comprehensive review of the Circulation Element will be performed with the next update of the General Plan.	Transportation
5-3	Develop a comprehensive strategy to ensure full funding of the circulation system. The strategy will include the DIF, TUMF, and other funding sources that may be available to the City. In addition, the creation of benefit assessment districts, and road and bridge fee districts may be considered where appropriate.	This is an on-going policy. It is implemented in accordance with Title 3 of the Municipal Code.	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5-4	Develop a multi-year transportation infrastructure improvement program that, to the extent feasible, phases the construction of new projects in advance of new development.	This is a bi-annual City Capital Improvement Plan effort. It is implemented in accordance with the City's bi-annual budget process.	Transportation
5-5	The above referenced program will prioritize circulation improvement projects to be funded from DIF, TUMF and other sources. Prioritization to consider the following factors: (a) Traffic safety; (b) Congestion relief; (c) Access to new development; (d) Equitable benefit.	This is a bi-annual City Capital Improvement Plan effort. It is implemented in accordance with the City's bi-annual budget process.	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5-6	<p>Conduct studies of specified arterial segments to determine if any additional improvements will be needed to maintain an acceptable LOS at General Plan build-out. Generally, these segments will be studied as new developments are proposed in their vicinity. Measures will be identified that are consistent with the Circulation Element designation of these roadway segments, such as additional turn lanes at intersections, signal optimization by coordination and enhanced phasing, and travel demand management measures.</p> <p>The study of specified arterial segments will be required to identify measures to maintain an acceptable LOS at General Plan build-out for at least one of the reasons discussed below:</p> <p>(a) Segments will need improvement, but their ultimate volumes slightly exceed design capabilities. (b) Segments will need improvements but require inter-jurisdictional coordination. (c) Segments would require significant encroachment on existing adjacent development if built-out to their Circulation Element designations.</p>	<p>This is an on-going program. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code. The Circulation Element will undergo an extensive analysis with the next update of the General Plan.</p>	<p>Transportation</p>

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5-7	Establish traffic study guidelines to deal with development projects in a consistent manner. The traffic study guidelines shall include criteria for projects that propose changes in the approved General Plan land uses.	This is an on-going program. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code. Traffic study guidelines will be modified with the next update of the General Plan to ensure compliance with SB 743.	Transportation
5-8	Develop access guidelines for arterials with commercial frontage to facilitate access to development and preservation of safe flow of traffic. A component of guidelines shall address shared access.	This is an on-going program. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
5-9	Collaborate with all adjacent jurisdictions to implement and integrate right-of-way requirements and improvement standards for General Plan roads that cross-jurisdictional boundary.	This is an on-going program. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5-10	<p>Support regional projects that improve access to Moreno Valley. Examples of specific ongoing projects that should be supported include:</p> <ul style="list-style-type: none"> (a) CETAP Cajalco alignment and extension to State Route 241 in Orange County; (b) CETAP Moreno Valley to San Bernardino alternative alignments including Reche Canyon Road / Reche Vista Road alignment and the Pigeon Pass Road to Pepper Avenue alignment; (c) TUMF Backbone Network projects to widen Alessandro Boulevard and Van Buren Boulevard; (d) Measure A projects to widen SR-60 through the Badlands, widen Interstate 215 (I-215) from Riverside interchange to Interstate 10, and extension of San Jacinto commuter rail line; (e) Construction of commuter rail stations in Highgrove, and at the intersection of Alessandro at I-215; (f) Construction of HOV ramp connector from westbound SR-60 to south bound I-215; (g) Widen SR-60/I-215 from Moreno Valley interchange to Riverside interchange. 	<p>This is an on-going program. The City has designated certain Public Works staff to represent Moreno Valley interests at various Technical Advisory meetings.</p>	Transportation
5-11	<p>Work with RCTC, Caltrans, County of Riverside, adjacent jurisdictions and other affected agencies to plan and develop a multi-modal transportation system.</p>	<p>This is an on-going program. The City works closely with regional partners in the development of a circulation system that supports all modes of transportation.</p>	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5-12	Coordinate with Caltrans to redesign and reconstruct the SR-60 interchanges with Day Street, Perris Boulevard, Nason Street, Moreno Beach Drive, Redlands Boulevard, Theodore Street and Gilman Springs Road.	This is completed in concert with the bi-annual City Capital Improvement Plan effort. It is implemented in accordance with the City's bi-annual budget process and Riverside County's bi-annual Federal Transportation Improvement Plan (FTIP) process. Nason Street interchange is complete	Transportation
5-13	Implement Transportation demand management (TDM) strategies that reduce congestion in the peak travel hours. Examples include carpooling, telecommuting, and flexible work hours.	This is an on-going program. It is implemented in accordance with Chapter 9.11.080 of the Municipal Code.	Transportation
5-14	Implement programs in support of the efforts of Riverside Transit Agency toward the expansion of the existing bus system within the City and the provision of future public transportation consistent with the Riverside County Transit Plan.	This is an on-going program. The City works closely with Riverside Transit Agency (RTA) in the implementation of recommended improvements developed in the RTA Comprehensive Operational Analysis (COA).	Transportation
5-15	Work with Riverside County Transportation Commission and Riverside Transit Agency to implement the Transit Oasis system.	This program is out of date. The City worked with RTA when they developed their Comprehensive Operational Analysis which is their long range planning document.	Transportation
5-16	Implement programs that mitigate on-street hazards for bicyclists.	This is an on-going program. Bicycle Infrastructure is developed in accordance with the adopted Bicycle Master Plan.	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5-17	Pursue regional, state and federal grant opportunities to fund design and construction of the City bikeway system.	This is an on-going program. Bicycle Infrastructure funding opportunities are identified in the adopted Bicycle Master Plan.	Transportation
5-18	Pursue grant funding that supports traffic safety at and in the vicinity of school facilities.	This is an on-going program. The City aggressively pursues all traffic safety related grant funding.	Transportation

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
5-19	Work with school districts and private schools to identify school site locations and designs that will minimize traffic impacts and promote traffic safety.	This is an on-going program. The city has a robust Safe Routes to School Program which provides for designated walking routes, and school age pedestrian education / encouragement outreach efforts.	Transportation
5-20	Work with school districts and private schools to identify suggested school routes and drop-off/pick-up plans for cars and buses.	This is an on-going program. The city has a robust Safe Routes to School Program which provides for designated walking routes, and school age pedestrian education / encouragement outreach efforts.	Transportation
5-21	Work with school districts and private schools to develop and promote traffic safety education programs.	This is an on-going program. The city has a robust Safe Routes to School Program which provides for designated walking routes, and school age pedestrian education / encouragement outreach efforts.	Transportation
The City Structure Safety Element Goals, Objectives, Policies, and Programs			
9.6 Safety Element Goals, Objectives, Policies, and Programs			
9.6.1 Safety Element Goals			

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
<p>Goal 6.1</p>	<p>To achieve acceptable levels of protection from natural and man-made hazards to life, health, and property</p>	<p>1. The City of Moreno Valley has a robust, proactive emergency management program that incorporates all elements of NIMS. 2. The City contracts with Cal-Fire for fire protection and emergency services. 3. the City's fire prevention and building safety divisions adopt and enforce the latest codes pertaining to structural, building construction and fire safety in the built environment.</p>	<p>Fire / Police / Building / Planning</p>

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Goal 6.2	To have emergency services which are adequate to meet minor emergency and major catastrophic situations.	1.The City contracts with Cal-Fire for fire protection and emergency services. The city has seven fire stations and access to a full complement of emergency services to respond to fires, medical emergencies, extrications, urban search and rescue, wild land fires, and swift water rescues. 2.Building and Safety Inspectors are trained through Cal OES and certified for the State of California in the Safety Assessment Program, for emergency assessment of all buildings and properties. 3. PD: The police department is almost fully staffed, and fully prepared to provide adequate services to meet emergency and catastrophic incident needs.	Fire / Police / Building
9.6.2 Safety Element Objectives and Goals			
Objective 6.1			
	Minimize the potential for loss of life and protect residents, workers, and visitors to the City from physical injury and property damage due to seismic ground shaking and secondary effects.	All residential and commercial buildings and structures are built to the current 2016 California Building Codes part 1 &2, volume 1&2 for all seismic events.	Fire / Police / Building / Planning
Policies:			

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6.1.1	Reduce fault rupture and liquefaction hazards through the identification and recognition of potentially hazardous conditions and areas as they relate to the San Jacinto fault zone and the high and very high liquefaction hazard zones. During the review of future development projects, the City shall require geologic studies and mitigation for fault rupture hazards in accordance with the Alquist-Priolo Special Study Zones Act. Additionally, future geotechnical studies shall contain calculations for seismic settlement on all alluvial sites identified as having high or very high liquefaction potential. Should the calculations show a potential for liquefaction, appropriate mitigation shall be identified and implemented.	1. All residential and commercial buildings and structures are built to the current 2016 California Building Codes part 1 &2, volume 1&2 for all seismic events . Fire: This is really a Building and Land Development thing. Fire should be removed.	Fire / Police / Building / Planning
6.1.2	Require all new developments, existing critical and essential facilities and structures to comply with the most recent Uniform Building Code seismic design standards.	All residential and commercial buildings and structures are built to the current 2016 California Building Codes part 1 &2, volume 1&2 for all seismic events . Fire: The City's building safety division adopts and enforces the latest California Building Code pertaining to structural and seismic safety in the built environment. This is an ongoing goal. See MVMC 8.20.	Fire / Police / Building

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Objective 6.2	Minimize the potential for loss of life and protect residents, workers, and visitors to the City from physical injury and property damage, and to minimize nuisances due to flooding.	Currently being done consistent with Municipal Code capture 8.12 as well as Federal Emergency Management Agency (FEMA) requirements.	Land Development

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Policies:			
6.2.1	Permit only that development in 100-year floodplain that represents an acceptable use of the land in relation to the hazards involved and the costs of providing flood control facilities. Locate critical facilities, such as hospitals, fire stations, police stations, public administration buildings, and schools outside of flood hazard areas.	This item is currently applied consistently with Municipal Code Chapter 8.12 as well as Federal Emergency Management Agency (FEMA) requirements.	Land Development
6.2.2	Storm drains and catch basins owned and operated by the City shall be inspected, cleaned and maintained pursuant to an approved clean out schedule.	M&O maintains storm drains compliant with NPDES requirements consistent with Muni Code Chapter 8.10.	Land Development/M&O
6.2.3	Maximize pervious areas in order to reduce increases in downstream runoff resulting from new development.	This is accomplished through the review/implementation of WQMPs and site design features consistent with Municipal Code Chapters 9.16, 9.17, et al.	Land Development /Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6.2.4	Design, construct and maintain street and storm drain flood control systems to accommodate 10 year and 100 year storm flows respectively.	<p>Design of Street and storm drain flood control systems are accomplished through design review of improvement plans and studies consistent with Municipal Code Section 9.14.110.</p> <p>Capital Projects: This is completed in conjunction with Riverside County Flood Control and Water Conservation District's (RCFC&WCD) cooperation and funding. It is implemented in accordance with RCFC&WCD's annual Zone budget effort.</p>	Land Development/M&O, Capital Projects
6.2.5	The storm drain system shall conform to Riverside County Flood Control and Water Conservation District master drainage plans and the requirements of the Federal Emergency Management Agency.	<p>This item is accomplished through design review of improvement plans and studies consistent with Muni Code Chapter 8.12.</p> <p>Capital Projects: This is completed in conjunction with Riverside County Flood Control and Water Conservation District's (RCFC&WCD) cooperation and funding. It is implemented in accordance with RCFC&WCD's annual Zone budget effort.</p>	Land Development/Capital Projects

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Objective 6.3	Provide noise compatible land use relationships by establishing noise standards utilized for design and siting purposes.	Chapter 9.10, Section 9.10.140 "Noise and Sound" of the Municipal Code provides standards for commercial and industrial uses. Additionally, Title 11, Chapter 11.80 "Noise Regulation" provides requirements for construction noise and times construction and grading can occur. This is an ongoing objective for all development.	Planning
Policies:			

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6.3.1	<p>The following uses shall require mitigation to reduce noise exposure where current or future exterior noise levels exceed 20 CNEL above the desired interior noise level:</p> <p>a. Single and multiple family residential buildings shall achieve an interior noise level of 45 CNEL or less. Such buildings shall include sound-insulating windows, walls, roofs and ventilation systems. Sound barriers shall also be installed (e.g. masonry walls or walls with berms) between single-family residences and major roadways.</p> <p>b. New libraries, hospitals and extended medical care facilities, places of worship and office uses shall be insulated to achieve interior noise levels of 50 CNEL or less.</p> <p>c. New schools shall be insulated to achieve interior noise levels of 45 CNEL or less.</p>	<p>Chapter 9.10, Section 9.10.140 "Noise and Sound" of the Municipal Code provides standards for commercial and industrial uses. Additionally, Title 11, Chapter 11.80 "Noise Regulation" provides regulations for construction noise and times construction and grading can occur. If CNEL levels are not met with the uses listed in this policy, mitigation measures for items such as installation shall be provided through the Noise Study and/or environmental document. This is an ongoing</p>	<p>Planning</p>

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6.3.2	Discourage residential uses where current or projected exterior noise due to aircraft over flights will exceed 65 CNEL.	Title 11, Chapter 11.80 "Noise Regulation" provides requirements for residential uses noise and Section 9.07.060 of the Municipal Code provides standards consistent with the Air Installation Compatibility Zone (ACUZ) Use Overlay District. Land use and building restrictions are provided when exceeding noise levels or if development/use is not in compliance with ACUZ standards. This is an ongoing policy.	Planning
6.3.3	Where the future noise environment is likely to exceed 70 CNEL due to overflights from the joint-use airport at March, new buildings containing uses that are not addressed under Policy 6.3.1 shall require insulation to achieve interior noise levels recommended in the March Air Reserve Base Air Installation Compatible Use Zone Report.	Section 9.07.060, referring to the Air Installation Compatibility Zone (ACUZ) Use Overlay District, provides land use and building restrictions when exceeding noise levels or not in compliance with ACUZ standards. This is an ongoing policy.	Planning
6.3.4	Encourage residential development heavily impacted by aircraft over flight noise, to transition to uses that are more noise compatible.	Section 9.07.060 as well as ACUZ and/or standards required by the Airport Land Use Commission encourage non-compatible land uses to transition to more compatible uses.	Planning
6.3.5	Enforce the California Administrative Code, Title 24 noise insulation standards for new multi-family housing developments, motels and hotels.	Title 24 noise insulation standards for both new multi-family housing developments and hotels/motels are continually enforced through the California Administrative Code. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6.3.6	Building shall be limited in areas of sensitive receptors.	Section 9.07.060 as well as ACUZ and/or Airport Land Use Commission regulations restricts or limits building within areas of sensitive receptors.	Planning
Objective 6.4	Review noise issues during the planning process and require noise attenuation measures to minimize acoustic impacts to existing and future surrounding land uses.	Potential Noise issues to surrounding land uses are reviewed through the project design review stage at the Project Review Staff Committee and through the California Environmental Quality Act (CEQA) standards. Mitigation measures for noise shall be provided in environmental documents to limit noise impacts. This is an ongoing City objective.	Planning
Policies:			
6.4.1	Site, landscape and architectural design features shall be encouraged to mitigate noise impacts for new developments, with a preference for noise barriers that avoid freeway sound barrier walls.	Specific design features are incorporated into projects during design review to minimize noise impacts. This could include site design features such as the placement of loading areas away from residential sensitive receptors, dense landscape and decorative walls. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Objective 6.5	Minimize noise impacts from significant noise generators such as, but not limited to, motor vehicles, trains, aircraft, commercial, industrial, construction, and other activities.	Chapter 9.10, Section 9.10.120 "Performance Standards" of the Municipal Code requires all mechanical and electrical equipment associated with such items as vehicles, land use or construction etc. to screen and minimize potential noise in a manner that it does not disturb adjacent uses and activities. (Ongoing)	Planning
Policies:			
6.5.1	New commercial and industrial activities (including the placement of mechanical equipment) shall be evaluated and designed to mitigate noise impacts on adjacent uses	Chapter 9.16 "Design Guidelines", Sections 9.16.150 and 9.16.160 and Chapter 9.08, Section 9.08.150 of the Municipal Code provides general screening and buffer requirements for non-residential properties to other sensitive properties. This would include such items as trash areas, loading areas, ground-mounted equipment, roof mounted equipment etc. Chapter 9.10, Section 9.10.120 "performance Standards" of the Municipal Code requires all mechanical and electrical equipment associated with such items as vehicles, land use or construction etc. to screen and minimize potential noise in a manner that it does not disturb adjacent uses and activities. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6.5.2	Construction activities shall be operated in a manner that limits noise impacts on surrounding uses.	Chapter 9.10, Section 9.10.140 "Noise and Sound" of the Municipal Code provides standards for commercial and industrial uses. Additionally, Title 11, Chapter 11.80 "Noise Regulation" provides regulations for construction noise and times construction and grading can occur. This is an ongoing policy.	Planning
Objective 6.6	Promote land use patterns that reduce daily automotive trips and reduce trip distance for work, shopping, school, and recreation.	The General Plan Land Use Map and the City's zoning map have provided land uses and patterns that reduce vehicle trips and distances for essential services. The City's Climate Action Plan also has provided strategies to reduce vehicle miles traveled. This is an ongoing objective.	Planning
Policies:			
6.6.1	Provide sites for new neighborhood commercial facilities within close proximity to the residential areas they serve.	The General Plan Land Use Map and the City's zoning map have provided land use designations and patterns that provide opportunities for residential areas to easily access neighborhood commercial areas (Ongoing)	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A
 Moreno Valley General Plan
 Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6.6.2	Provide multi-family residential development sites in close proximity to neighborhood commercial centers in order to encourage pedestrian instead of vehicular travel.	Zoning Maps provided in the Municipal Code are consistent with the General Plan land use maps and have provided multiple-family zoning near or adjacent to where neighborhood commercial zoned property is located. This is an ongoing policy.	Planning
6.6.3	Locate neighborhood parks in close proximity to the appropriate concentration of residents in order to encourage pedestrian and bicycle travel to local recreation areas.	Moreno Valley strives to locate neighborhood parks in close proximity to the development the park will serve. Examples of these are: Victoriano Park/School, El Potrero Park/School, Morrison Park, Westbluff Park, and Ridgecrest Park. Pedestrian and bicycle travel to the parks are encourage, as well as shopping areas around parks. On-going	Parks
Objective 6.7	Reduce mobile and stationary source air pollutant emissions.	Mobile and stationary source air pollution emissions are reviewed for most projects. For larger industrial projects, it is a primary objective to reduce air pollution sources. Air Quality is reviewed through the California Environmental Quality Act Guidelines and mitigation measures to reduce source are pollution emissions are a frequent occurrence. This is an ongoing City objective	Planning
Policies:			

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6.7.1	Cooperate with regional efforts to establish and implement regional air quality strategies and tactics.	The City complies with standards within the California Air Resources Board (CARB) South Coast Air Quality Management District (SCAQMD) requirements and rules (i.e. Rule 403) regarding emissions and air quality strategies. Checks and balances are reviewed thoroughly in the appropriate project environmental document. This is an ongoing policy.	Planning
6.7.2	Encourage the financing and construction of park-and-ride facilities.	This is an on-going policy. The City works closely with Caltrans and RCTC in the development of Park and Ride Facilities.	Transportation
6.7.3	Encourage express transit service from Moreno Valley to the greater metropolitan areas of Riverside, San Bernardino, Orange and Los Angeles Counties.	This is an on-going policy. The City works closely with Riverside Transit Agency (RTA) in the implementation of recommended improvements developed in the RTA Comprehensive Operational Analysis (COA).	Transportation
6.7.4	Locate heavy industrial and extraction facilities away from residential areas and sensitive receptors.	Chapter 9.05 provides Good Neighbor standards for the location of heavy industrial uses away from residential uses. Examples of established buffer areas in large industrial projects are within the World Logistics Specific Plan and the Industrial Area Plan (SP 208), each separating industrial uses from residential uses.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6.7.5	Require grading activities to comply with South Coast Air Quality Management District's Rule 403 regarding the control of fugitive dust.	All grading activities comply with the South Coast Air Quality Management Districts Rule 403. Conditions of approval on projects confirm control of fugitive dust by such measures as continual watering of the site and restriction of grading during higher wind events. This is an ongoing policy.	Planning
6.7.6	Require building construction to comply with the energy conservation requirements of Title 24 of the California Administrative Code.	All residential and commercial buildings and structures are built to the current 2016 California Energy and Green Codes for all new and remodeled and tenant improvement project.	Building
Objective 6.8	As feasible given budget constraints, strive to maintain a police force with a ratio of one sworn officer for each 1,000 residents.	Fire should be removed from this item PD: The county continues to fill open positions and the new contract allows for two additional sworn officers.	Police / Fire
Policies:			
6.8.1	Explore the most effective and economical means of providing responsive and adequate law enforcement protection in the future.	Fire should be removed from this item PD: Senior leadership continues to work toward improving community policing programs, reducing crime, improving service and reducing costs.	Police / Fire

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
<p>Objective 6.9</p>	<p>Reduce the risk and fear of crime through physical planning strategies that maximize surveillance opportunities and minimize opportunities for crime found in the present and future built environment, and by creating and maintaining a high level of community awareness and support of crime prevention.</p>	<p>Fire should be removed from this item PD: Senior leadership continues to work toward improving community policing programs, reducing crime, improving service delivery, and improving the perception of safety in the city. New patrol tactics, team deployments, social media platforms, and crime analysis strategies are being used to maximize our efforts.</p>	<p>Police / Fire</p>
<p>Policies:</p>			
<p>6.9.1</p>	<p>Promote the establishment of neighborhood and business watch programs to encourage community participation in the patrol of neighborhood areas, and increased awareness of any suspicious activity.</p>	<p>Fire should be removed from this item PD: Our Community Services Unit and Problem Oriented Policing Teams continues to work with neighborhood watch programs, businesses, and apartment managers to encourage community participation in the patrol of neighborhood areas, and increased awareness of any suspicious activity. A social media component is in the works to assist with these programs as well.</p>	<p>Police / Fire</p>

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6.9.2	Require well-lighted entrances, walkways and parking lots, street lighting in all commercial, industrial areas and multiple-family residential areas to facilitate nighttime surveillance and discourage crime.	Fire should be removed from this item PD: Crime Prevention through Environmental Design (CPTED) Concepts are provided to businesses and homeowners via an inspection process handled by the Department's Community Services Unit.	Police / Fire
6.9.3	Incorporate "defensible space" concepts into the design of dwellings and nonresidential structures, including, but not limited to configuration of lots, buildings, fences, walls and other features that facilitate surveillance and reinforce a sense of territorial control.	Fire should be removed from this item PD: Crime Prevention through Environmental Design (CPTED) Concepts are provided to businesses and homeowners via an inspection process handled by the Department's Community Services Unit.	Police / Fire /Planning
Objective 6.10	Protect life and property from the potential short-term and long-term deleterious effects of the necessary transportation, use, storage treatment and disposal and hazardous materials and waste within the City of Moreno Valley.	The Fire Prevention Division strives to inspect business occupancies who store, handle, use hazardous materials on an annual basis. The latest California Fire Code regulations pertaining to hazardous materials processes are enforced.	Fire
Policies:			
6.10.1	Require all land use applications and approvals to be consistent with the siting criteria and other applicable provisions of the adopted Hazardous Waste Management Plan, which is also incorporated into and as part of the General Plan.	The Hazardous Waste Management Plan.	Waste Coordinator

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A
 Moreno Valley General Plan
 Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6.10.2	Manage the generation, collection, storage, processing, treatment, transport and disposal of hazardous waste in accordance with provisions of the City of Moreno Valley's adopted Hazardous Waste Management Plan, which is also incorporated into and as part of the General Plan.	The Hazardous Waste Management Plan. Host hazardous waste collection events; educate residents how to properly handle and dispose of hazardous waste; support Riverside County's efforts to provide residents and businesses with opportunities to dispose of hazardous waste properly. Work with Federal, State and County agencies to identify and regulate the use and disposal of toxic waste.	Waste Coordinator
Objective 6.11	Maintain an integrated emergency management program that is properly staffed, trained, and equipped for receiving emergency calls, providing initial response, providing for key support to major incidents.	1. The City of Moreno Valley has a robust, proactive emergency management program that incorporates all elements of NIMS. 2. The City contracts with Cal-Fire for fire protection and emergency services.	Fire
Policies:			
6.11.1	Respond to any disaster situation in the City to provide necessary initial response and providing for key support to major incidents.	1. The City of Moreno Valley has a robust, proactive emergency management program that incorporates all elements of NIMS. 2. The City contracts with Cal-Fire for fire protection and emergency services.	Emergency Operations / Fire

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6.11.2	Provide emergency first aid treatment when necessary.	1. The City of Moreno Valley has a robust, pro-active emergency management program that incorporates all elements of NIMS. 2. The City contracts with Cal-Fire for fire protection and emergency services.	Emergency Operations / Fire
6.11.3	Support the maintenance of a trauma center within the City.	The City contracts with Cal-Fire for fire protection and emergency services.	Emergency Operations / Fire
6.11.4	Aggressively attack uncontrolled fires and hold losses to a minimum.	The City contracts with Cal-Fire for fire protection and emergency services.	Fire
6.11.5	Minimize uncontrolled fires through support of weed abatement programs.	The Fire Prevention Division has a pro-active hazard abatement program in which all vacant parcels are inspected on an annual basis to ensure proper maintenance is being conducted by property owners.	Fire
Objective 6.12			
	Coordinate with Federal, State and County agencies and neighboring communities in developing a regional system to respond to emergencies and major catastrophes.	1. The City of Moreno Valley has a robust, pro-active emergency management program that incorporates all elements of NIMS. 2. The City contracts with Cal-Fire for fire protection and emergency services.	Emergency Operations / Fire
Policies:			

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6.12.1	Support mutual aid agreements and communication links with the County of Riverside and other local participating jurisdictions.	1. The City of Moreno Valley has a robust, proactive emergency management program that incorporates all elements of NIMS. 2. The City contracts with Cal-Fire for fire protection and emergency services.	Emergency Operations / Fire
Objective 6.13	Maintain fire prevention, fire-related law enforcement, and public education and information programs to prevent fires.	The Fire Prevention division conducts inspections on multi-family dwellings, schools, hospitals, and business occupancies and provides education to residents and business owners regarding fire code violations and other potential safety problems.	Emergency Operations / Fire
Policies:			
6.13.1	Provide fire safety education to residents of appropriate age.	The Fire Prevention division conducts inspections on multi-family dwellings, schools, hospitals, and business occupancies and provides education to residents and business owners regarding fire code violations and other potential safety problems. The fire department participates in a number of public events throughout the year providing public education to our residents.	Fire

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A
 Moreno Valley General Plan
 Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Objective 6.14	Maintain the capacity to respond rapidly to emergency situations.	1. The City of Moreno Valley has a robust, proactive emergency management program that incorporates all elements of NIMS. 2. The City contracts with Cal-Fire for fire protection and emergency services.	Fire
Policies:			
6.14.1	Locate fire stations in accordance with the Fire Station Master Plan as shown in Figure 6-1. The exact location of each fire station may be modified based on availability of land and other factors.	Since the general plan was written, Station 58 was added off Moreno Beach and Auto Mall Dr. and Station 99 was added at Morrison and Cottonwood.	Fire
6.14.2	Relate the timing of fire station construction to the rise of service demand in surrounding areas.	1. Demand for service is continually monitored by Cal-Fire and recommendations are brought to the city.	Fire

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Objective 6.15	Ensure that property in or adjacent to wildland areas is reasonably protected from wildland fire hazard, consistent with the maintenance of a viable natural ecology.	1. The Fire Prevention Division has a pro-active hazard abatement program in which all vacant parcels are inspected on an annual basis to ensure proper maintenance is being conducted by property owners. 2. During development, the Fire Prevention division ensures that all Wildland Urban Interface developments meet the construction requirements of the California Fire and Building Codes.	Fire
Policies:			
6.15.1	Encourage programs to minimize the fire hazard, including but not limited to the prevention of fuel build-up where wildland areas are adjacent to urban development.	1. The Fire Prevention Division has a pro-active hazard abatement program in which all vacant parcels are inspected on an annual basis to ensure proper maintenance is being conducted by property owners. 2. During development, the Fire Prevention division ensures that all Wildland Urban Interface developments meet the construction requirements of the California Fire and Building Codes.	Fire

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6.15.2	Tailor fire prevention measures implemented in wildland areas to both the aesthetic and functional needs of the natural environment.	1. The Fire Prevention Division has a pro-active hazard abatement program in which all vacant parcels are inspected on an annual basis to ensure proper maintenance is being conducted by property owners. 2. During development, the Fire Prevention division ensures that all Wildland Urban Interface developments meet the construction requirements of the California Fire and Building Codes.	Fire
Objective 6.16	Ensure that uses within urbanized areas are planned and designed consistent with accepted safety.	1. The Fire Prevention Division has a pro-active hazard abatement program in which all vacant parcels are inspected on an annual basis to ensure proper maintenance is being conducted by property owners. 2. During development, the Fire Prevention division ensures that all Wildland Urban Interface developments meet the construction requirements of the California Fire and Building Codes.	Fire
Policies:			

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6.16.1	Ensure that ordinances, resolutions and policies relating to urban development are consistent with the requirements of acceptable fire safety, including requirements for smoke detectors, emergency water supply and automatic fire sprinkler systems.	1. The Fire Prevention division enforces the latest state adopted California Fire Code to ensure appropriate fire protection systems are installed. 2. Annual inspections are conducted as resources permit to ensure fire protection systems are properly maintained.	Fire
6.16.2	Encourage the systematic mitigation of existing fire hazards related to land urban development or patterns of urban development as they are identified and as resources permit.	The Fire Prevention division conducts annual inspections as resources permit to ensure fire protection systems are properly maintained, egress and ingress are provided for, and that other hazards are mitigated as required.	Fire
6.16.3	Ensure that adequate emergency ingress and egress is provided for each development.	1. The Fire Prevention division reviews all new developments for sufficient ingress, egress, and water supply. 2. The Fire Prevention division conducts annual inspections as resources permit to ensure fire protection systems are properly maintained, egress and ingress are provided for, and that other hazards are mitigated as required.	Fire

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6.16.4	Within the safety zones (e.g. Air Crash Hazard Zones and Clear Zones) shown in Figure 6-5, residential uses shall not be permitted, and business uses shall be restricted to low intensity uses as defined in the March Air Reserve Base Air Installation Compatible Use Zone Report, as amended from time to time.	Residential uses are generally not permitted and businesses shall be restricted to low intensity uses within air crash hazard and clear zones. This use is monitored and regulated by March Air Reserve Base Air Installation Compatible Use Zones and the Airport Land Use Commission (ALUC), This is an ongoing policy.	Planning
Objective 6.17	Provide non-emergency public services provided that such demands do not interfere with fire protection and other emergency services.	1. The City of Moreno Valley has a robust, pro-active emergency management program that incorporates all elements of NIMS.	Fire
9.6.3 Safety Element Programs			
Programs:			
6-1	Request that public utility companies inspect their facilities and distribution networks to determine the potential impact of earthquake damage.	MVU routinely inspects all facilities and performs any necessary repairs. Fire: 1. The City of Moreno Valley has a robust, pro-active emergency management program that works closely with local hospitals, utilities and other critical infrastructure.	Fire/MVU
6-2	Evaluate historic buildings relative to the need for mitigation of geologic hazards, while weighing their historical value against the potential hazard of their collapse.	All residential and commercial buildings and structures are built to the current 2016 California Building Codes for all renovations to historic buildings	Building

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6-3	Reevaluate designated truck routes in terms of noise impact on existing land uses to determine if those established routes and the hours of their use should be adjusted to minimize exposure to truck noise.	This is an on-going program. It is accomplished through provisions of Title 12 of the Municipal Code. A comprehensive review of the designated truck routes will be performed with the General Plan update.	Transportation
6-4	Review existing ordinances to ensure that building and site design standards specifically address crime prevention utilizing defensible space criteria. Incorporate security standards into the Municipal Code.	No action has been taken in this area; however, the Department's Community Services Unit can begin working on this immediately.	Police/Planning
6-5	Seek state and federal grants to offset any required additions in law enforcement staffing and/or equipment.	Senior police leadership is constantly on the lookout out for grant opportunities. Similarly, the Riverside County Sheriff's Department assists in this effort by applying for grants on the police department's behalf. All grant awards are sent to the city for approval before acceptance. The police department is currently utilizing several grants to fund equipment purchases and staff positions.	Police

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6-6	Update the Fire Protection Master Plan as conditions warrant.	1. Demand for service is continually monitored by Cal-Fire and recommendations are brought to the city.	Fire
6-7	Establish regulations for development along the urban-wildland interface.	1. The Fire Prevention Division has a proactive hazard abatement program in which all vacant parcels are inspected on an annual basis to ensure proper maintenance is being conducted by property owners. 2. During development, the Fire Prevention division ensures that all Wildland Urban Interface developments meet the construction requirements of the California Fire and Building Codes.	Fire
6-8	Establish criteria for the design, maintenance, modification and replacement of fire facilities.	1. Demand for service is continually monitored by Cal-Fire and recommendations are brought to the city.	Fire

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
6-9	Establish criteria for weed abatement programs.	1. The Fire Prevention Division has a pro-active hazard abatement program in which all vacant parcels are inspected on an annual basis to ensure proper maintenance is being conducted by property owners. 2. During development, the Fire Prevention division ensures that all Wildland Urban Interface developments meet the construction requirements of the California Fire and Building Codes.	Fire
The City Structure Conservation Element Goals, Objectives, Policies, and Programs			
9.7 Conservation Element Goals, Objectives, Policies, and Programs			
9.7.1 Conservation Element Goals			
Goal 7.1	To achieve the wise use of natural resources within the City of Moreno Valley, its sphere of influence and planning area.	The City continues to adhere to Goal 7.1, which includes conservation of natural resources within the city limits and is sphere of influence.	Planning
9.7.2 Conservation Element Objectives and Goals			
Objective 7.1	Minimize erosion problems resulting from development activities.	Accomplished through grading and erosion control plans consistent with Municipal Code Chapter 8.21.	Land Development
Policies:			
7.1.1	Require that grading plans include appropriate and feasible measures to minimize erosion, sedimentation, wind erosion and fugitive dust.	Grading plans are reviewed for these aspects consistent with Municipal Code Chapter 8.21.	Land Development

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A
 Moreno Valley General Plan
 Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
7.1.2	Circulation patterns within newly developing portions of Moreno Valley, particularly in hillside areas, should follow natural contours to minimize grading.	Circulation patterns are accomplished through review of site plans and tract maps consistent with Municipal Code Chapters 8.21 and 9.16	Land Development
Objective 7.2	Maintain surface water quality and the supply and quality of groundwater.	Surface water quality is achieved through the review and implementation of WQMPs consistent with Municipal Code Chapter 8.10.	Land Development
Policies:			
7.2.1	New development may use individual wells only where an adequate supply of good quality groundwater is available.	Well installation is governed by Riverside County Department of Environmental Health.	Land Development
7.2.2	The City shall comply with the provisions of its permit(s) issued by the Regional Water Quality Control Board for the protection of water quality pursuant to the National Pollutant Discharge Elimination System.	This is an on-going policy, consistent with Municipal Code Chapter 8.10.	Land Development
7.2.3	In concert with the water purveyor identify aquifer recharge areas and establish regulations to protect recharge areas and regulate new individual wells.	To date, this item is not required. Wells governed by Riverside County Department of Environmental Health. This policy may need to be reviewed further with the next comprehensive General Plan update.	Land Development

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Objective 7.3	Minimize the consumption of water through a combination of water conservation and reuse.	To date, this item is not required. Wells are governed by Riverside County Department of Environmental Health. This policy may need to be reviewed further with the next comprehensive General Plan update.	Land Development/Planning/Special Districts
Policies:			
7.3.1	Require water conserving landscape and irrigation systems through development review. Minimize the use of lawn within private developments, and within parkway areas. The use of mulch and native and drought tolerant landscaping shall be encouraged.	The City's Water Conservation Landscape Ordinance as approved in 2009 requires water conservation landscape and irrigation systems in all development review. City uses Public Works Department Landscape Design Guidelines, Planning Division Landscape Standards and Municipal Code Chapter 17, Title 9 when reviewing and approving landscape plans for public landscape. In 2016, non-functional turf (irrigated with potable water) was removed in all publically maintained medians and parkway and replaced with drought tolerant landscaping and water efficient irrigation. This is an ongoing policy.	Planning
7.3.2	Encourage the use of reclaimed wastewater, stored rainwater, or other legally acceptable non-potable water supply for irrigation.	Land Development contributes to reuse through review/implementation of WQMPs consistent with Municipal Code Chapter 8.10.	Land Development/Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Objective 7.4	Maintain, protect, and preserve biologically significant habitats where practical, including the San Jacinto Wildlife Area, riparian areas, habitats of rare and endangered species, and other areas of natural significance.	The Planning Division, through the provisions of the Western Riverside County Multi-species Habitat Conservation Plan, assures that biologically significant habitats are protected and preserved during site design review at the Project Review Staff Committee. This is an ongoing objective.	Planning
Policies:			
7.4.1	Require all development, including roads, proposed adjacent to riparian and other biologically sensitive habitats to provide adequate buffers to mitigate impacts to such areas.	Development or public rights of way proposed adjacent to significant habitats are protected and preserved during site design review and review at the Project Review Staff Committee. This is an ongoing policy.	Planning
7.4.2	Limit the removal of natural vegetation in hillside areas when retaining natural habitat does not pose threats to public safety.	1. The Fire Prevention Division has a proactive hazard abatement program in which all vacant parcels are inspected on an annual basis to ensure proper maintenance is being conducted by property owners.	Fire
7.4.3	Preserve natural drainage courses in their natural state and the natural hydrology, unless the protection of life and property necessitate improvement as concrete channels.	Accomplished through site design consistent with Municipal Code Chapters 8.12, 8.21, and 9.16.	Planning / Land Development

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
7.4.4	Incorporate significant rock formations into the design of hillside developments.	Natural rock formations are incorporated into design of hillside residential developments through Municipal Code standards included in Section 9.03.040 "Residential Site Development Standards" and Section 9.16.190 "Natural Open Space Standards". Section 9.03.060 "Planned Unit Developments" also incorporates the conservation of Cultural and Natural Resources. This is an ongoing policy.	Planning
7.4.5	The City shall fulfill its obligations set forth within any agreement(s) and permit(s) that the City may enter into for the purpose of implementing the Western Riverside County Multi-species Habitat Conservation Plan.	This goal is satisfied through the Western Riverside County Multi-Species Habitat Conservation Plan (MSHCP) approved on June 17, 2003, The MSHCP Plan was incorporated by the City of Moreno Valley and the City fulfills its obligations for implementing the Plan regarding agreements, permits, review of cell groups etc. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Objective 7.5	Encourage efficient use of energy resources.	The City's adopted Climate Action Strategy provides strategies for efficient use of energy resources citywide. MVU regularly forecasts demand for energy and procures enough energy to meet demand. A portion of the energy is from renewable resources, such as wind and solar. This is an ongoing objective.	Planning/MVU

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Policies:			
7.5.1	Encourage building, site design, and landscaping techniques that provide passive heating and cooling to reduce energy demand.	Building, site design and landscaping techniques that provide passive heating and cooling as well as energy reduction are achieved by following the current 2016 California Energy and Green Code for reference. MVU has established Energy Efficiency Programs for residential and commercial customers that provide rebates and incentives for the installation of energy saving projects, including window film and cool roof applications.	Building/Planning /MVU

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
7.5.2	Encourage energy efficient modes of transportation and fixed facilities, including transit, bicycle, equestrian, and pedestrian transportation. Emphasize fuel efficiency in the acquisition and use of City-owned vehicles.	<p>MVU: In March 2016, MVU completed the installation of electric vehicle charging stations that are available to the public. Installation of additional electric vehicle charging stations at City Hall will begin in February 2017.</p> <p>Transportation: This is an on-going policy. It is accomplished through implementation of the Bicycle Master Plan, continued development of the Safe Routes to School program, and support of the recommendations within RTA's Comprehensive Operational Analysis. Also Public Works uses fuel efficiency as a major factor in the acquisition of City vehicles.</p>	Transportation/MVU
7.5.3	Locate areas planned for commercial, industrial and multiple family density residential development within areas of high transit potential and access.	The General Plan Land Use Map and the City's zoning map have provided land use designations and patterns that provide opportunities for commercial, industrial and multiple-family residential development to locate within areas of high transit potential and access. New plans such as the Nason Corridor and Alessandro Corridor have provided additional opportunities for development near transit corridors. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
7.5.4	Encourage efficient energy usage in all city public buildings.	Efficient energy usage in all city public buildings is achieved by following the current 2016 California Energy and Green Code for reference. MVU works with Facilities to implement energy efficient measures in MVU-served city facilities. Examples include lighting retrofits at the Conference and Rec Center and the Animal Shelter. This is an ongoing policy.	Building/MVU
7.5.5	Encourage the use of solar power and other renewable energy systems.	The use of solar power and other renewable energy systems is achieved by following the current 2016 California Energy and Green Code and by goals included in the City's Climate Action Plan. MVU has a solar program for residential and commercial customers. To date, MVU customers have installed over 6 MW of solar.	Planning / Building
Objective 7.6	Identify and preserve Moreno Valley's unique historical and archaeological resources for future generations.	The City has identified historical and archeological resources for preservation purposes. This includes review of historic resources through project review under the California Environmental Quality Act (CEQA) and archeological resources through Native American Tribal entity review and general Archeological Studies through CEQA review. This is an ongoing objective of the City.	Planning / Building
Policies:			

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
7.6.1	Historical, cultural and archaeological resources shall be located and preserved, or mitigated consistent with their intrinsic value.	Through environmental review and required technical studies, project conditions of approval and coordination with Native American Tribes,, mitigation measures are provided to conserve cultural resources that are uncovered during excavation and construction activities This is an ongoing policy.	Planning
7.6.2	Implement appropriate mitigation measures to conserve cultural resources that are uncovered during excavation and construction activities.	Through environmental review and required technical studies, project conditions of approval and coordination with Native American Tribes, mitigation measures are provided to conserve cultural resources that are uncovered during excavation and construction activities This is an ongoing policy.	Planning
7.6.3	Minimize damage to the integrity of historic structures when they are altered.	Altered structures are reviewed internally with Building and Planning staff and on an individual basis with the Environmental and Historical Preservation Board. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
7.6.4	Encourage restoration and adaptive reuse of historical buildings worthy of preservation.	Restoration and adaptive reuse to preserve historical buildings are reviewed internally with Building and Planning staff and on an individual basis with the Environmental and Historical Preservation Board. This is an ongoing policy.	Planning
7.6.5	Encourage documentation of historic buildings when such buildings must be demolished.	When historic buildings must be demolished, they are first reviewed by the Environmental and Historical Preservation Board. Any documentation would occur through the Building and Safety Division.	Planning
Objective 7.7	Where practical, preserve significant visual features significant views and vistas.	Review of development projects through Project Staff Review strive to preserve visual features, significant views and vistas. The item is further reviewed through Appendix G, "Aesthetics" and "Cultural Resources" of the California Environmental Quality Act (CEQA Guidelines). This is an ongoing objective.	Planning
Policies:			

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
7.7.1	Discourage development directly upon a prominent ridgeline.	Section 9.03.040 B "Residential Site Development Standards" of the Municipal Code establishes standards for hillside residential development consistent with the goals, objectives and policies of the General Plan. Allowable development would preserve natural hillsides and ridgelines. Goals, objectives and policies of hillside residential development will be further evaluated with the next comprehensive General Plan update.	Planning
7.7.2	Require new electrical and communication lines to be placed underground.	This item is accomplished through site design consistent with Municipal Code Section 9.14.130.	Land Development
7.7.3	Implement reasonable controls on the size, number and design of signs to minimize degradation of visual quality.	Sign regulations included in Chapter 9.12 "Sign Regulations" provides controls on size, number and design of signs. Sign programs for larger commercial and industrial sites also provide regulations that are consistent with the Municipal Code and General Plan policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
7.7.4	Gilman Springs Road, Moreno Beach Drive, and State Route 60 shall be designated as local scenic roads.	Caltrans manages the Scenic Highway Program in accordance with State Scenic Highway Guidelines and Sections 260 through 263 of the Streets and Highways Code. A county highway component was added to the Program in Section 154 of the Streets and Highways Code. Key criteria include memorable landscape, minimal intrusions, local support, and length not less than 1 mile.	Transportation/Planning
7.7.5	Require development along scenic roadways to be visually attractive and to allow for scenic views of the surrounding mountains and Mystic Lake.	Development along scenic roadways and the allowance for scenic views of the surrounding mountains are achieved through environmental review and Appendix N "Aesthetics" of the California Environmental Quality Act Guidelines.	Building/Planning
7.7.6	Minimize the visibility of wireless communication facilities by the public. Encourage "stealth" designs and encourage new antennas to be located on existing poles, buildings and other structures.	Chapter 9.09, Section 9.09.040 "Communication facilities, antennas and satellite dishes includes standards to minimize the visibility of wireless communications and encourages stealth designs. Co-location of facilities are encouraged. This is an ongoing policy.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Objective 7.8	Maintain an adequate system of solid waste collection and disposal to meet existing and future needs.	Maintain an adequate system of solid waste collection and disposal to meet existing and future needs: Franchise agreement is in place, continued update/amendments as existing and future needs change and or emerge.	Waste Coordinator

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Policies:			
7.8.1	Encourage recycling projects by individuals, non-profit organizations, or corporations and local businesses, as well as programs sponsored through government agencies.	Encourage recycling projects by individuals, non-profit organizations, or corporations and local businesses, as well as programs sponsored through government agencies. The City of Moreno Valley actively encourages recycling projects and promotes participation in Keep Moreno Valley Clean and Beautiful (KMVCB); and educates groups regarding recyclable materials guidelines and goals. The City is involved in extensive outreach and education activities with respect to the three R's: reduce, reuse, recycle.	Waste Coordinator
9.7.3 Conservation Element Programs			
Programs:			

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
7-1	Support regional solid waste disposal efforts by the County of Riverside.	<p>Capital Projects: The City offers a number of waste reduction, recycling and community clean-up programs.</p> <p>There is a franchise agreement in place with a major solid waste/recycling (AB 939) hauler, for residential (curbside) and commercial (AB 341) materials, that has resulted in the attainment of significant diversion. The City in partnership with Riverside County hosts biannual hazardous and electronic waste collections and community outreach events. The City is implementing AB 1826, requiring businesses to recycle their organic waste. The City has implemented a used motor oil and filters recycling public education program, and promotes Riverside County’s free Backyard Composting Workshops, where residents can learn to properly compost green waste.</p>	Waste Coordinator/M&O/Capital Projects
7-2	Advocate for natural drainage channels to the Riverside County Flood Control District, in order to assure the maximum recovery of local water, and to protect riparian habitats and wildlife.	This item is accomplished through site design and coordination with Flood Control consistent with Municipal Code Chapter 8.12.	Land Development /Capital Projects

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
7-3	Maintain a close working relationship with EMWD to ensure that EMWD plans for and is aware of opportunities to use reclaimed water in the City.	A close working relationship is maintained with EMWD on all projects to review reclaimed water opportunities in the City	Land Development/Special Districts
7-4	Provide guidelines for preferred planting schemes and specific species to encourage aesthetically pleasing landscape statements that minimize water use.	Current Landscape Development Guidelines and Specifications in the Municipal Code provide preferred planting schemes and aesthetically pleasing landscape statements that minimize water use and require drought tolerant species. This is an ongoing policy.	Planning
7-5	Develop incentives where appropriate, for the maintenance and sensitive rehabilitation of historic structures and properties.	Although historic structures and properties are reviewed and conserved, specific incentives have not been developed for maintenance and sensitive rehabilitation of historic structures. This item shall be further reviewed and evaluated in the next comprehensive General Plan update.	Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
7-6	In areas where archaeological or paleontological resources are known or reasonably expected to exist, based upon the citywide survey conducted by the UCR Archaeological Research Unit, incorporate the recommendations and determinations of that report to reduce potential impacts to levels of insignificance.	Archeological and paleontological resources are reviewed through face to face meetings with Native American Tribes and review of studies that determine where resources lie. One such vehicle to review resources is the studies and reports provided by the UCR Archaeological Research Unit. The City incorporates the recommendations and determinations of these reports into the review of proposed development projects to reduce any noted impacts to levels of insignificance. This is an ongoing policy.	Planning
The City Structure Housing Element Goals, Objectives, Policies, and Programs			
9.8 Housing Element Goals, Objectives, Policies, and Programs			
9.8.1 Housing Element Goals			
Goal 8.1	Improve and maintain decent, sanitary and affordable housing.	Housing: Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. The Housing Authority is continuing to monitor previously funded affordable units.	Housing/Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Goal 8.2	Improve and maintain decent, sanitary and affordable housing for very-low income households and seniors.	Housing: Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. The Housing Authority is continuing to monitor previously funded affordable units.	Housing/Planning
Goal 8.3	Reduce substandard housing and health and safety violations.	Housing: Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. The Housing Authority is continuing to monitor previously funded affordable units.	Housing/Planning
Goal 8.4	Assist in the revitalization of older neighborhoods.	Housing: Following the dissolution of RDA, there are no currently active programs due to limited or no funding available.	Housing/Planning
Goal 8.5	Improve and maintain decent and affordable rental housing.	Housing: Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. The Housing Authority is continuing to monitor previously funded affordable units.	Housing/Planning
Goal 8.6	Assist very low, low and moderate-income first time buyers to purchase homes.	Housing: Following the dissolution of RDA, there are no currently active programs due to limited or no funding available.	Housing/Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Goal 8.7	Add to the number of affordable rental units for very low and low-income households.	Housing: Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. The Housing Authority is continuing to seek new opportunities to develop new units.	Housing/Planning
Goal 8.8	Create affordable housing units for senior households.	Housing: Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. The Housing Authority is continuing to seek new opportunities to develop new units.	Housing/Planning
9.8.2 Housing Element Objectives and Policies			
Objective 8.1	Rehabilitate a minimum of fifteen single- family homes under the Home Improvement Loan Program (HILP).	From the 2014-2021 Housing Element Update -The Home Improvement Loan Program is on hold pending identification of new funding source. The program was previously funded by Redevelopment Agency. Housing: The program has met its goal and is currently no longer active due to funding.	Housing/Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A
 Moreno Valley General Plan
 Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Objective 8.2	Rehabilitate a minimum of fifteen single-family homes under the Homeowner Assistance for Minor Rehabilitation loan program (HAMR).	From the 2014-2021 Housing Element Update - The Homeowners Assistance for Minor Rehabilitation (HAMR) program is on hold pending identification of new funding source. The program was previously funded by the Redevelopment Agency. Housing: The program has met its goal and is currently no longer active due to funding.	Housing/Planning
Policies:			
8.2.1	Rehabilitate single-family homes to correct substandard conditions, improve handicap accessibility, and improve the aesthetics of older neighborhoods, thereby contributing to their preservation and revitalization.	Housing: Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. The Housing Authority is continuing to seek new opportunities to contribute to preservation of units.	Housing/Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Objective 8.3	Rehabilitate a minimum of ninety mobile homes, for very low-income homeowners, in mobile home parks citywide, under the Mobile Home Grant Program.	<p>From the 2014-2021 Housing Element Update - Policy/Program # 8.4 - Program is due to continue as the City converted to a contract program with Habitat for Humanity starting in FY 2013-14. - Housing may have additional information.</p> <p>Housing: Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. Through the City's CDBG funds, there continues to be multiple units addressed each year.</p>	Housing/Planning
Policies:			
8.3.1	Correct substandard conditions in mobile home parks.	Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. Through the City's CDBG funds, there continues to be multiple units addressed each year.	Housing/Planning
Objective 8.4	Obtain code compliance from a minimum of twenty-five very low and moderate-income property owners, citywide, with emphasis on focus neighborhoods.	<p>From the 2014-2021 Housing Element Update - Policy/Program # 8.3 - Program description - Administer a program to provide grant funds for neighborhood beautification in targeted neighborhoods.</p> <p>Housing: Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. Code Compliance continues to seek compliance of the units.</p>	Housing/Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Policies:			
8.4.1	Enforce correction by property owners of identified housing and code violations in rental properties occupied by very low to moderate-income households.	From the 2014-2021 Housing Element Update - Policy/Program # 8.3 - New program funds included in FY 2013-14 CDBG allocation will allow continuation of the program. Housing: Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. Code Compliance continues to seek compliance of the units	Housing/Planning
Objective 8.5	Conduct five neighborhood clean-ups annually; provide related services to Community Development Block Grant (CDBG) areas in conjunction with other projects, and assist in clean-up of 360 housing units.	From the 2014-2021 Housing Element Update - Policy/Program # 8.6 -The program will continue with funds from future CDBG allocations.	Housing/Planning
Policies:			Housing/Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
8.5.1	Provide neighborhood improvement programs to CDBG target areas.	From the 2014-2021 Housing Element Update - Policy/Program # 8.5 - The program originally included both CDBG target areas and the Redevelopment Area. The program was revised after dissolution of the state's redevelopment agencies. Funding of the program in the CDBG target areas will continue in the 2014-2021 planning cycle. Housing: Following the dissolution of RDA, there are no currently active programs due to limited or no funding available.	Housing/Planning
Objective 8.6	Assist 300 households citywide.	Following the dissolution of RDA, there are no currently active programs due to limited or no funding available.	Housing/Planning
Policies:			
8.6.1	Provide fair housing and landlord/tenant education services to very low to moderate-income households.	Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. Through the City's CDBG funding, the City continues to fund Fair Housing services.	Housing/Planning
Objective 8.7	Rehabilitate fifty multi-family units, citywide, through utilization of the Rental Rehabilitation Program.	The program has met its goal and is currently no longer active due to funding.	Housing/Planning
Policies:			
8.7.1	To eliminate substandard housing conditions for low-income renters, while enhancing the appearance of multi-family developments.	The City is currently working on establishing funding sources for this item. Ongoing.	Housing/Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Objective 8.8	Assist households with down payment and closing costs.	From the 2014-2021 Housing Element Update - Policy/Program # 8.10 - Program description - Provide funds for Homebuyer Assistance Program (HAP) silent seconds. Work with approved lenders. Housing: Following the dissolution of RDA, there are no currently active programs due to limited or no funding available.	Housing/Planning
Policies:			
8.8.1	Provide assistance to facilitate homeownership for very low to moderate-income households.	From the 2014-2021 Housing Element Update - Policy/Program # 8.10 - Program will continue (need update from Housing) Housing: Following the dissolution of RDA, there are no currently active programs due to limited or no funding available.	Housing/Planning
Objective 8.9	Create a minimum of 126 affordable rental units, citywide.	Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. The Housing Authority will continue to address new units as funding is available.	Housing/Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
Policies:			
8.9.1	Facilitate the creation of affordable rental units.	From the 2014-2021 Housing Element Update - Policy/Program # 8.13 - Program 8.13 was deleted after dissolution of the state's redevelopment agencies. The City will continue to look for new funding source and other programs to promote the development of affordable units for larger families. Housing: Following the dissolution of RDA, there are no currently active programs due to limited or no funding available.	Housing/Planning
Objective 8.10	Create a minimum of seventy senior units.	Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. The Housing Authority will continue to address new units as funding is available.	Housing/Planning
Policies:			
8.10.1	Create decent and affordable housing opportunities for low and very-low income seniors.	Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. The Housing Authority will continue to address new units as funding is available.	Housing/Planning
9.8.3 Housing Element Programs			
Programs:			

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
8-1	Utilize the Home Improvement Loan Program (HILP) that provides a 3% loan for up to \$15,000 deferred for 20 years. Available citywide for very low to lower income homeowners.	The program has met its goal and is currently no longer active due to funding.	Housing/Planning
8-2	Utilize the Homeowner Assistance for Minor Rehabilitation (HAMR) loan program that provides a 3% to 5% loan for up to \$7,500 amortized over a 10-year term.	The program has met its goal and is currently no longer active due to funding.	Housing/Planning
8-3	Utilize the Mobile Home Grant Program that provides grants up to \$10,000 for owner-occupants of mobile homes.	CDBG Funding is still being used for this purpose.	Housing/Planning
8-4	Provide enhanced code compliance services and referrals to City housing rehabilitation programs.	When Redevelopment was dissolved several years ago any referrals ceased at that point due to lack of funding availability	Housing/Planning
8-5	Utilize the City Neighborhood Clean-up Program to provide volunteers and equipment to neighborhoods for clean-up activities.	This program was administered by the Sustainability & intergovernmental Program Manager. The city has created an Annual Day of Volunteerism (5.1.2) that may replace this program.	Housing/Planning
8-6	Contract with a fair housing agency to mediate between landlords and tenants and educate them on their rights and responsibilities.	Fair housing receives CDBG funding for these activities on an annual basis.	Housing/Planning
8-7	Update the City's Analysis of Impediments to Fair Housing.	This item is no longer active due to funding loss. Funding sources are being looked at.	Housing/Planning
8-8	Provide rehabilitation loans through the City's Rental Rehabilitation Program that offers 5% loans with the first year deferred and amortized over a 19-year period.	The program has met its goal and is currently no longer active due to funding.	Housing/Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A
 Moreno Valley General Plan
 Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
8-9	Through the Homebuyer Assistance Program, provide 30-year deferred second loans, with no interest, up to 20% or \$200,000 of the purchase price of resale homes.	The program has met its goal and is currently no longer active due to funding.	Housing/Planning
8-10	Work with local CHDO to construct and/or rehabilitate houses for very low-income households.	The City receives an allocation of HOME funds for CHDOs. This funding may only be used for this purpose.	Housing/Planning
8-11	Purchase HUD homes for resale to first time homebuyers.	Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. The Housing Authority will continue to address new units as funding is available.	Housing/Planning
8-12	Administer new construction home ownership program and youth job training.	Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. The Housing Authority will continue to address new units as funding is available.	Housing/Planning
8-13	Work with housing developers by providing Agency assistance to write-down the costs of units via loans.	Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. The Housing Authority will continue to address new units as funding is available.	Housing/Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
8-14	Provide financial assistance for the development of affordable rental units for larger families.	Following the dissolution of RDA, there are no currently active programs due to limited or no funding available. The Housing Authority will continue to address new units as funding is available.	Housing/Planning
8-15	Revise General Plan.	The General Plan will need to be revised to add the R30 land use. This will be provided with the next comprehensive General Plan update.	Housing/Planning
8-16	Continue to implement permit streamlining.	Permit streamlining is ongoing in support of affordable housing projects within the Housing Element.	Housing/Planning
8-17	Develop standards for mobile home parks and mobile home subdivisions.	If not governed or following under state regulations, Mobile home parks and subdivisions are addressed in the Municipal Code regarding use (Section 9.02.020-1 - Conditional Use Permit in residential zones) and standards (Section 9.08.110 "Manufactured Home Requirements").	Housing/Planning
8-18	Review parking standards for multi-family 3 and 4 bedroom units, including covered parking requirements to determine if reductions are appropriate.	The Municipal Code addresses density bonus, affordable housing and senior housing projects through reductions/modifications to standards.	Housing/Planning
8-19	Review second unit regulations to determine if expansion is merited to additional districts.	This item is ongoing to meet new state regulations and will remain in compliance with State law requirements.	Housing/Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

APPENDIX A

Moreno Valley General Plan
Complete list of Goals and Policies

Goal/Policy	Description	Discussion on Implementation Status	Responsible Party
8-20	Continue to pay the development fees for projects, on a case-by-case basis, that have received State or Federal funds, such as Section 202 and Tax Credits.	All uses, including Section 202 projects , continue to pay development impact fees on a case by case basis (ongoing).	Housing/Planning
8-21	Utilize Redevelopment Agency funds, where appropriate and necessary, to facilitate infrastructure for affordable projects.	Following the dissolution of RDA, there are no currently active programs due to limited or no funding available.	Housing/Planning
8-22	Propose general plan changes for rezoning areas in the city to housing uses or mixed uses that include housing.	The Municipal Code was updated in 2014 to include provisions for mixed use projects	Housing/Planning
8-23	Facilitate the construction of a sixty-nine unit multi-family senior complex.	We are currently pursuing a senior development opportunity on Housing Authority property.	Housing/Planning

Attachment: Appendix A to Exhibit A (Annual Report - GP Goals and Policies) (2452 : GENERAL PLAN

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Appendix B

Jurisdiction City of Moreno Valley
Reporting Period 01/01/2014 - 12/31/2014

Table A

**Annual Building Activity Report Summary - New Construction
 Very Low-, Low-, and Mixed-Income Multifamily Projects**

Housing Development Information							Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions		
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income			See Instructions	See Instructions	
(9) Total of Moderate and Above Moderate from Table A3 ▶			0	93	93	93					
(10) Total by income Table A/A3 ▶ ▶				93	93	93					
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Appendix B

Jurisdiction City of Moreno Valley
Reporting Period 01/01/2014 - 12/31/2014

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate (>=8 units)						0	
No. of Units Permitted for Above Moderate (=1-5 units)	93					93	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation (CCR Title 25 §6202) Appendix B

Jurisdiction City of Moreno Valley
Reporting Period 01/01/2014 - 12/31/2014

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.		2014										Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	1,500											1,500
	Non-deed restricted												
Low	Deed Restricted	993											993
	Non-deed restricted												
Moderate	Deed Restricted	1,112											1,112
	Non-deed restricted												
Above Moderate		2,564	93									93	2,471
Total RHNA by COG. Enter allocation number:		6,169	93									93	6,076
Total Units ▶ ▶ ▶													
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

Attachment: Appendix B to Exhibit A (Annual Report - Housing Forms) (2452 : GENERAL PLAN ANNUAL

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Appendix B

Jurisdiction City of Moreno Valley
Reporting Period 01/01/2014 - 12/31/2014

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation

Attachment: Appendix B to Exhibit A (Annual Report - Housing Forms) (2452 : GENERAL PLAN ANNUAL

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Appendix B

Jurisdiction City of Moreno Valley
Reporting Period 01/01/2014 - 12/31/2014

General Comments:

2014 - 93 SINGLE FAMILY (Residential 5 Zoning) HOMES WERE BUILT/FINALED/OCCUPIED

Attachment: Appendix B to Exhibit A (Annual Report - Housing Forms) (2452 : GENERAL PLAN ANNUAL

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Moreno Valley
Reporting Period 01/01/2015 - 12/31/2015

Table A
Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information							Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions		
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income			See Instructions	See Instructions	
(9) Total of Moderate and Above Moderate from Table A3 ▶			0	103	103						
(10) Total by income Table A/A3 ▶ ▶				103	103						
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

Attachment: Appendix B to Exhibit A (Annual Report - Housing Forms) (2452 : GENERAL PLAN ANNUAL

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Moreno Valley
Reporting Period 01/01/2015 - 12/31/2015

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate						0	
No. of Units Permitted for Above Moderate	103					103	

* Note: This field is voluntary

Attachment: Appendix B to Exhibit A (Annual Report - Housing Forms) (2452 : GENERAL PLAN ANNUAL

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation (CCR Title 25 §6202)

Jurisdiction City of Moreno Valley
Reporting Period 01/01/2015 - 12/31/2015

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.		2014	2015									Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level	RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9			
Very Low	Deed Restricted	1,500											1,500
	Non-deed restricted												
Low	Deed Restricted	993											993
	Non-deed restricted												
Moderate	Deed Restricted	1,112											1,112
	Non-deed restricted												
Above Moderate		2,564	93	103								196	2,368
Total RHNA by COG. Enter allocation number:		6,169											
Total Units ▶ ▶ ▶			93	103								196	5,973
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

Attachment: Appendix B to Exhibit A (Annual Report - Housing Forms) (2452 : GENERAL PLAN ANNUAL

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Moreno Valley
Reporting Period 01/01/2015 - 12/31/2015

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Moreno Valley
Reporting Period 01/01/2015 - 12/31/2015

General Comments:

2015 - 103 SINGLE FAMILY (Residential 5 Zoning) HOMES WERE BUILT/FINALED/OCCUPIED

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Moreno Valley

Reporting Period 01/01/2016 - 12/31/2016

Table A
Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information							Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions		
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income			See Instructions	See Instructions	
(9) Total of Moderate and Above Moderate from Table A3 ▶			0	0	0	0					
(10) Total by income Table A/A3 ▶ ▶											
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

Attachment: Appendix B to Exhibit A (Annual Report - Housing Forms) (2452 : GENERAL PLAN ANNUAL

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Moreno Valley
Reporting Period 01/01/2016 - 12/31/2016

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate						0	
No. of Units Permitted for Above Moderate						0	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation (CCR Title 25 §6202)

Jurisdiction City of Moreno Valley
Reporting Period 01/01/2016 - 12/31/2016

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.		2014	2015	2016								Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level	RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9			
Very Low	Deed Restricted	1,500											1,500
	Non-deed restricted												
Low	Deed Restricted	993											993
	Non-deed restricted												
Moderate	Deed Restricted	1,112											1,112
	Non-deed restricted												
Above Moderate		2,564	93	103	119							315	2,249
Total RHNA by COG. Enter allocation number:		6,169										315	5,854
Total Units ▶ ▶ ▶			93	103	119								
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

Attachment: Appendix B to Exhibit A (Annual Report - Housing Forms) (2452 : GENERAL PLAN ANNUAL

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Moreno Valley
Reporting Period 01/01/2016 - 12/31/2016

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Moreno Valley
Reporting Period 01/01/2016 - 12/31/2016

General Comments:

2016 - 119 SINGLE FAMILY (Residential 5 Zoning) HOMES WERE BUILT/FINALED/OCCUPIED

Attachment: Appendix B to Exhibit A (Annual Report - Housing Forms) (2452 : GENERAL PLAN ANNUAL



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 21, 2017

TITLE: SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX CONSULTING SERVICES

RECOMMENDED ACTION

Recommendations:

1. Approve the Sixth Amendment to the Agreement for Professional Consultant Services Project No. Special Districts 2014-15 Levy CFD/LLD/LMD with Willdan Financial Services, 27368 Via Industria, Suite 110, Temecula, CA 92590-4856 to provide special tax and assessment engineering consulting services.
2. Authorize the City Manager to execute the Sixth Amendment with Willdan Financial Services.
3. Authorize the issuance of a change to the Purchase Order(s) in the total amount of \$39,000 for fiscal year (FY) 2016/17 and FY 2017/18 to Willdan Financial Services and an increase to the not-to-exceed amount of the Agreement to \$232,795.
4. Authorize the City Manager to execute subsequent amendments to the Agreement, including the authority to approve purchase orders in accordance with the terms of the Agreement, provided sufficient funding appropriations have been granted by the City Council.

SUMMARY

This report recommends approving a proposed Sixth Amendment to the Agreement with Willdan Financial Services (the "Consultant") for special tax and assessment engineering services. The amendment will allow for preparation of the fiscal year (FY) 2017/18 and FY 2018/19 assessment Engineer's Reports for landscaping and lighting

assessment districts (“Lighting Maintenance District No. 2014-01” and “Landscape Maintenance District No. 2014-02”) and provide additional resources for consultation services (e.g. map preparation and consultation). The assessment Engineer’s Reports are required as part of the annual property tax assessment levy process for the districts. The map preparation services are made available to those property owners/developers wishing to annex into a district and are fully reimbursable.

DISCUSSION

During its August 2013 study session, the City Council discussed Best Management Practices for its special financing districts. In February 2014, the City entered into an Agreement for Professional Consultant Services (the “Agreement”) with the Consultant to provide special tax and assessment engineering services. The Consultant was selected after a competitive Request for Quote process in December 2012.

The Agreement provided services for the formation of Community Facilities District No. 2014-01 (Maintenance Services), Lighting Maintenance District No. 2014-01 (LMD No. 2014-01) and Landscape Maintenance District No. 2014-02 (LMD No. 2014-02). The districts were created to provide property owners/developers a tool to finance ongoing costs associated with street lighting and maintenance of public landscaping. As a result, the City is able to levy certain parcel charges on the annual property tax bill. Formation of the districts was completed in May 2014. The Agreement has been amended five times to allow for the provision of additional special tax and assessment engineering services. The City wishes to further amend the Agreement to allow for the additional special tax and assessment engineering services as described below:

- 1) Preparation of the Annual Assessment Engineer’s Reports for LMD No. 2014-01 and LMD No. 2014-02 for the FY 2017/18 and 2018/19 property tax levy at a cost of \$27,000 (\$6,750 per report/year), and
- 2) Provision of additional professional services (consultation and map preparation). Costs for map preparation are reimbursed by property owners annexing into the districts. (\$12,000).

The cost for the proposed Sixth Amendment is a total of \$39,000, increasing the not-to-exceed amount of the Agreement from \$193,795 to \$232,795. The Agreement and its amendments are summarized below:

Date	Scope of Services ¹	Cost
Agreement February, 10, 2014	1.Establish CFD 2014-01 for new development	\$19,500
	2.Establish a CFD for channel maintenance for a specific development	\$14,500
	3.Convert CSD Zone B (residential street lighting) to Lighting Maint. Dist. 2014-01	\$15,000
	4.Convert certain CSD Zone Es (landscape maint) to Landscape Maint. Dist. 2014-02	\$24,000
	Agreement Total	\$73,000
1st Amendment July 24, 2014	1.Delete unused channel maintenance CFD	\$(12,205)
	2.Amend CFD No. 2014-01 RMA (separate tax rate areas)	\$8,000
	Agreement Total with 1st Amendment	\$68,795
2nd Amendment November 19, 2014	1.Amend RMA for CFD No. 2014-01 and future annexation area boundary map (add comm., indus. and multi-family development tax rate and expand residential develop tax rate)	\$8,200
	Agreement Total with 2nd Amendment	\$76,995
3rd Amendment March 26, 2015	1.Prepare LMD No. 2014-01 & LMD No. 2014-02 Annual Reports for FY 2015/16 levy	\$13,000
	2.Prepare Engineer's Report to Annex Zone 09 (Tract 27251) into LMD No. 2014-02	\$8,500
	3.Professional services (consultation and map preparation ^{3,4})	\$13,000
	Agreement Total with 3rd Amendment	\$111,495
4th Amendment Council Action February 16, 2016	1.Prepare LMD No. 2014-01 & LMD No. 2014-02 Annual Report for FY 2016/17 levy	\$13,000
	2.Prepare Engineer's Report to Increase Assessment for Zone 04 of LMD No. 2014-02	\$7,000
	Agreement Total with 4th Amendment	\$131,495
5th Amendment Council Action March 1, 2016	1.Amend the RMA for CFD No. 7, IA1 ³	\$13,000
	2.Amend the RMA for CFD No. 2014-01 (Maint. Services) to include tax rate areas for landscape beautification program ²	\$20,300
	3.Amend the RMA for CFD No. 1 (Park Maintenance) to include tax rate areas for new development of commercial and industrial parcels ²	\$11,500
	4.Establish a new CFD to fund National Pollutant Discharge Elimination System (NPDES) expenses for new development ²	\$17,500
	Agreement Total with 5th Amendment	\$193,795
Proposed 6th Amendment	1.Prepare LMD No. 2014-01 & LMD No. 2014-02 Annual Engineer's Report for FY 2017/18 and 2018/19 levy	\$27,000
	2.Increase professional services (consultation and map preparation ^{3,4})	\$12,000
	Total Agreement Including Proposed 6th Amendment	\$232,795
1. All tasks through item 1 of the 5 th Amendment have been completed, unless noted herein. 2. Work has not commenced for items 2, 3 and 4 of the 5 th Amendment. 3. Costs reimbursed by property owners/developers annexing into or requesting changes of district. 4. Ongoing services.		

Staff requests the City Council authorize the City Manager to execute the Sixth Amendment and approve any future amendments subject to satisfactory performance by the Consultant for services performed, approval of the City Attorney, and City Council approval of funding.

This action meets the Strategic Plan Priorities by ensuring legislative compliance of the City's special financing districts and providing a revenue stream to manage and maximize Moreno Valley's public infrastructure and promote beautification, community engagement and quality of life.

ALTERNATIVES

1. Approve the Sixth Amendment to the Agreement. *Staff recommends this alternative as it will provide the professional resources for the annexation into*

special financing districts and preparation of required annual reports necessary to levy the associated parcel charges on the FY 2017/18 and 2018/19 property tax rolls.

2. Do not approve the Sixth Amendment to the Agreement. *Staff does not recommend this alternative as it will decrease the availability of professional resources to assist the development community and completion of required annual reports necessary for the annual levy on the property tax rolls.*

FISCAL IMPACT

Maintenance and administration costs for special financing districts are funded through property owner approved charges, which are levied and collected on the annual property tax bills. Funds collected for these services are restricted and can only be used to provide the support for the service it is designated to fund. The LMD Engineer's Reports are legally required. The expense for the preparation of the reports is included in the FY 2016/17 Adopted Budget and proposed FY 2017/18 Budget.

Costs for professional consultation and map preparation are included within the Special Districts Administration Fund. Cost associated with preparation of the boundary maps will be reimbursed by the developers/property owners annexing into the districts and opting to use the City's Consultant.

Approval of this item has no fiscal impact on the General Fund. The following table reflects the cost to each fund and the respective service being provided in the proposed Sixth Amendment.

Costs by Fund			
Description	Program	GL Account No.	Cost
LMD No. 2014-01 Annual Engineer's Report for FY 2017/18 and 2018/19	LMD No. 2014-01	5012-70-79-25703-620299	\$13,500
LMD No. 2014-02 Annual Engineer's Report for FY 2017/18 and 2018/19	LMD No. 2014-02	5014-70-79-25721-620299	\$13,500
Professional services (consultation and map preparation)	Special Districts Admin	2006-70-79-25701-620299	\$12,000

NOTIFICATION

Posting of the agenda.

PREPARATION OF STAFF REPORT

Prepared by:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Ahmad Ansari, P.E.
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.

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

ATTACHMENTS

- 1. 6th Amendment
- 2. 5th Amendment
- 3. 4th Amendment
- 4. 3rd Amendment
- 5. 2nd Amendment
- 6. 1st Amendment
- 7. Original Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/30/17 1:53 PM
City Attorney Approval	<u>✓ Approved</u>	2/08/17 5:55 PM
City Manager Approval	<u>✓ Approved</u>	2/09/17 2:38 PM

**SIXTH AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY
CFD/LLD/LMD FORMATIONS**

The Sixth Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as “City,” and Willdan Financial Services, a California corporation, hereinafter referred to as “Consultant.” This Sixth Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled “AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS,” hereinafter referred to as “Agreement,” dated February 10, 2014.

Whereas, the Consultant is providing Assessment Engineering and Special Tax Consulting Services; and,

Whereas, the Agreement was first amended on July 24, 2014 to modify the scope of work to: 1) amend the rate and method of apportionment (RMA) for Community Facilities District (CFD) No. 2014-01 (Maintenance Services), which separated the public landscaping maintenance and operation of the street lighting program tax rate areas and 2) removed the remainder of the services for the formation of a CFD for channel maintenance for Tract 32515; and,

Whereas, the Agreement was amended a second time on November 19, 2014 to further modify the scope of work to amend the RMA for CFD No. 2014-01 (Maintenance Services) to include tax rate areas for public landscape maintenance and operation of street lighting for

SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS

commercial, industrial, and multi-family developments, and expanded the public landscape maintenance tax rate areas for residential developments, as well as preparation of its future annexation area boundary map; and,

Whereas, the Agreement was amended a third time on March 26, 2015 to further modify the scope of work to include preparation of: 1) the Assessment Engineer's Reports for Lighting Maintenance District (LMD) No. 2014-01 and Landscape Maintenance District (LMD) No. 2014-02 for the fiscal year (FY) 2015/16 levy; 2) the Assessment Engineer's Report to annex Tract 27251 into LMD No. 2014-02 as Zone 09; and 3) boundary maps for special financing districts and consultation on special district engineering services; and,

Whereas, the Agreement was amended a fourth time through City Council action on February 16, 2016 to further modify the scope of work to include preparation of: 1) the Assessment Engineer's Report for LMD No. 2014-01 and LMD No. 2014-02 for the FY 2016/17 levy; and 2) an Assessment Engineer's Report to increase the annual assessment for Zone 04 of LMD No. 2014-02; and

Whereas, the Agreement was amended a fifth time through City Council action on March 1, 2016 to further modify the scope of work to 1) amend the RMA for CFD No. 2014-01 (Maintenance Services) to include tax rate areas for repayment of construction costs for installation of landscaping in the public right-of-way in connection with the proposed landscape beautification program; 2) amend the RMA for CFD No. 1 (Park Maintenance) to include tax rate areas for new development of commercial and industrial parcels; 3) establish a new CFD or amend the RMA for CFD No. 2014-01 (Maintenance Services) to include a tax rate area to fund National Pollutant Discharge Elimination System (NPDES) expenses for new development in the City; and 4) amend the RMA and provide special tax consulting services related to the sale of bonds for Improvement Area 1 of CFD No. 7; and,

SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS

Whereas, it is desirable to amend the Agreement a sixth time to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this Sixth Amendment; and,

Whereas, the Consultant has submitted a Proposal dated January 26, 2017 for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A-Sixth Amendment" and is incorporated herein by this reference.

SECTION 1 SIXTH AMENDMENT TO AGREEMENT AS AMENDED:

1.1 The Agreement termination date of this Agreement is not extended by this Amendment.

1.2 Exhibit "A" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A – Sixth Amendment," entitled "FY 2017/18 and FY 2018/19 Annual Engineer's Reports."

1.3 Exhibit "C" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit A – Sixth Amendment," entitled "FY 2017/18 and FY 2018/19 Annual Engineer's Reports" and to increase professional services for boundary maps for special financing districts and consultation on special district engineering services as described in the Third Amendment by twelve thousand dollars and 00/100 (\$12,000).

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$39,000 which includes \$27,000, as set forth in the above-referenced Cost Summary, and \$12,000 for professional services as described in the Third Amendment in

SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS

consideration of the Consultant's performance of the work set forth in "Exhibit A – Sixth Amendment" and additional professional services.

1.5 The total "Not-to-Exceed" fee for this contract is \$232,795 (\$193,795 for the original Agreement as amended plus \$39,000 for the Third Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS

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

City of Moreno Valley

Willdan Financial Services

By: _____

By: _____

City Manager

Title: _____

(President of Vice President)

Date: _____

Date: _____

INTERNAL USE ONLY

APPROVED AS TO FORM:

By: _____

City Attorney

Title: _____

(Corporate Secretary)

Date

Date: _____

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachments: Exhibit A – Sixth Amendment

Attachment: 6th Amendment (2449 : SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX

SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS

EXHIBIT A – SIXTH AMENDMENT
FY 2017/18 AND FY 2018/19 ANNUAL ENGINEER’S REPORTS

Attachment: 6th Amendment (2449) : SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX

SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
 PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS



January 26, 2017

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14331 Frederick Street
 Moreno Valley, California 92553

Via Email
candacec@moval.org

Re: *Proposal to Provide Annual Landscaping and Lighting District Administration Services to the Moreno Valley Community Services District*

Dear Ms. Cassel:

Per your request, the following outlines Willdan Financial Services' (Willdan) scope of services and fee to provide Annual Landscaping and Lighting Maintenance Assessment District Administration Services for Lighting Maintenance District No. 2014-01 and Landscaping Maintenance District No. 2014-02.

We appreciate this opportunity to continue to serve the City of Moreno Valley and Moreno Valley Community Services District, and look forward to hearing from you. Please feel free to contact me directly at (951) 587-3536, or via email at jmcguire@willdan.com if you have any questions regarding the attached information.

Very truly yours,

WILLDAN FINANCIAL SERVICES

A handwritten signature in black ink that reads 'Jim McGuire'. The signature is written in a cursive style with a large, looped 'J' and 'M'.

Jim McGuire, Principal Consultant
 District Administration Services

SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS

City of **Moreno Valley**

Scope of Services

Landscaping and Lighting Assessment District Administration

Willdan Financial Services ("Willdan") proposes to perform the following tasks in order to update the Engineer's Reports and facilitate the assessment process for the City of Moreno Valley's ("City") Landscaping and Lighting Assessment Districts (Lighting Maintenance District No. 2014-01 and Landscaping Maintenance District No. 2014-02).

1. Schedule an annual kick-off meeting with City staff to review the existing districts. Also identify and discuss changes to the districts for the upcoming fiscal year, including budget issues, possible annexations, modifications to the district improvements or service levels, as well as any legislative changes that may impact the districts.
2. Coordinate with City staff to establish the planned annual levy timeline, identifying key dates and timeframes for pertinent tasks throughout the levy process. This timeline may be adjusted (as needed) to address the City's scheduling requirements or proposed changes.
3. Review the district budgets provided by the City, and coordinate with City staff to assist with accurate cost-recovery accounting. Willdan will assist City staff in the preparation of the annual budget, and review the district budget to ensure the appropriate incorporation of maintenance contract costs, administrative expenses, material costs, capital costs, and other incidental costs. By this means, achieving maximum cost-to-benefit equity.
4. Maintain and update a parcel levy database by using parcel information from various sources. As new data becomes available, Willdan will continue to update the database and enhance data through parcel research using updated County secured roll information, the County parcel change database, County Assessor maps, various third-party resources, and specific information provided by the City (e.g., up-to-date map approval status, building permits, or certificate of occupancy data). Updates to the database will include those necessitated by the addition and/or removal of parcels, land subdivisions and merges, ownership and mailing address changes, and adjusted benefit unit information. This database will then become the source for the calculation of the annual assessments for the districts.
5. Utilize our MuniMagicSM software to calculate annual assessments (based upon assigned benefit) for parcels within the districts. This software is capable of handling complex assessment methodologies and formulas and calculating the annual assessments. The assessment information generated in MuniMagic can be easily exported to Microsoft Excel for the City and can also produce assessment files in the required format for submittal to the County Auditor/Controller's office.
6. Upon completion of the annual parcel and budget updates and review, provide the City with an electronic copy (Excel file) of the assessment roll to be incorporated into the Engineer's Reports for the City's review.
7. Prepare the Annual Engineer's Reports in accordance with the Landscaping and Lighting Act of 1972 and the provisions of California Constitution Article XIII D (Proposition 218). These reports will include the following required items:
 - A general description of the district that may include key historical facts, zone designations, and discussion of district benefits.
 - A description of the plans and specification for the improvements (this may include a reference to documents on file at the City).
 - An estimate of the costs of the improvements (budget).
 - A description of the Method of Apportionment (assessment calculation).
 - A diagram of the district.

SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS



- An assessment of the estimated cost to each parcel.
 - An affidavit stating that a professional engineer has prepared the reports.
8. Upon completion of the draft Engineer's Reports provide to the City an electronic copy of the preliminary reports for review and comments on or before the date agreed upon in Task 2.
 9. After finalization of the reports with City staff, provide the City with an electronic copy of the Annual Engineer's Reports to be presented to the CSD Board of Directors at the scheduled meeting for adoption of the Resolution of Intention.
 10. At the City's request, prepare or review the resolutions to be adopted as part of the annual levy process, including but not limited to the Resolution Initiating Proceedings, the Resolution of Intention and the Resolution Confirming the Assessment Diagram and Ordering the Levy and Collection of Assessments for the fiscal year.
 11. Attend up to three (3) meetings annually (with staff and/or Board of Directors), which generally includes meeting with City staff and/or Board meetings for adoption of the Resolution of Intention and the public hearing.
 12. Prior to the scheduled public hearing, provide the City with two bound copies of each fully executed Engineer's Reports.
 13. Upon CSD Board of Director's adoption of the Annual Assessments, provide the City with an electronic copy (Excel file) of the assessment roll to be submitted to the County for placement on the annual property tax roll.
 14. Assist City staff with researching any assessment exceptions after receiving the County's parcel exceptions list. Update parcel number changes, then report the revised parcels and updated levy amounts to the City to be forwarded to the County. As necessary, Willdan will assist City staff with the preparation of additional County-required correspondences relating to the submittal, correction, or removal of assessments to the County tax roll.

Client Responsibilities

Willdan will rely on obtaining the following information from the City of Moreno Valley:

- Annual budget information, as well as estimated fund balances for landscaping and lighting operation, maintenance, and administration.
- Changes, modifications, or updates to the improvements described in the previous year's Engineer's Report.
- Reports, updated boundary/assessment diagrams and maps, data, or other information pertinent to this project (as needed).
- Publishing the public hearing notices in the local newspaper (as required by law), as well as the posting of these public hearing notices.
- Assist Willdan in obtaining pertinent development information (if needed).

The City of Moreno Valley acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City or their designees and that Willdan shall not be liable for any inaccuracies contained therein.

City shall reimburse Consultant for any costs Consultant incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the Project. Reimbursement shall be at Consultant's rates in effect at the time of such response.

SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS

City of **Moreno Valley**

Cost Proposal

The not-to-exceed fees below reflect application of the scope of services. They are based on the effort that will be spent on average for fiscal years 2017/2018 and 2018/2019; and assume two (2) districts. As the work progresses, fees are payable on a monthly percentage-completion basis. Additionally, costs associated with the purchase of data and maps from the Riverside County Assessor's Office are included in the fees listed below and will not be charged to the City. The annual administration fee for each succeeding year will be subject to an increase, which will not exceed the change in the annual Consumer Price Index (CPI) for the Los Angeles, Anaheim, Riverside, and San Bernardino areas, as calculated by the United States Department of Labor.

The scope of services previously outlined and the corresponding fees below do not include services or fees related to the annexation of additional parcels or territories to the districts. Such services and fees will be addressed in a separate scope and fee proposal on a case by case basis.

Services	Annual Fee
Lighting Maintenance District No. 2014-01	\$ 6,750
Landscape Maintenance District No. 2014-02	\$ 6,750

Reimbursable Expenses

Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of work will be at our then-current hourly rates (see "Hourly Rates" section). In the event that a third party requests any documents, Willdan may charge such third party for providing said documents, in accordance with Willdan's applicable rate schedule.

Hourly Rates

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Title	Hourly Fee
Group Manager	\$ 210
Principal Consultant / Principal Engineer	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Assistant Analyst	75
Property Owner Service Representatives	55
Support Staff	50

**FIFTH AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY
CFD/LLD/LMD FORMATIONS**

The Fifth Amendment to the Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Willdan Financial Services, (a California corporation), hereinafter referred to as "Consultant." This Fifth Amendment to the Agreement as made and entered into becomes effective upon the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS," hereinafter referred to as "Agreement," dated February 10, 2014; and,

Whereas, the Consultant is providing Assessment Engineering and Special Tax Consulting Services; and,

Whereas, the Agreement was first amended on July 24, 2014 to modify the Scope of Services to: 1) amend the Rate and Method of Apportionment (RMA) for Community Facilities District (CFD) No. 2014-01 (Maintenance Services), which separated the public landscaping maintenance and operation of the street lighting program tax rate areas and 2) removed the remainder of the services for the formation of a CFD for channel maintenance for Tract 32515; and,

Whereas the Agreement was subsequently amended on November 19, 2014 to further modify the Scope of Services to amend the RMA for CFD No. 2014-01 (Maintenance Services) to include tax rate areas for public landscape maintenance and operation of street lighting for commercial, industrial, and multi-family developments and expanded the public landscape

maintenance tax rate areas for residential developments, as well as preparation of its future annexation area boundary map; and

Whereas, the Agreement was amended a third time on March 26, 2015 to further modify the scope of services to include preparation of: 1) the Assessment Engineer's Reports for Landscape and Lighting Maintenance Districts (LMD) No. 2014-01 and No. 2014-02 for the fiscal year (FY) 2015/16 levy; 2) the Assessment Engineer's Report to annex Tract 27251 into LMD 2014-02 as Zone 09; and 3) boundary maps for special financing districts and consultation on special district engineering services; and,

Whereas, the Agreement was amended a fourth time through City Council action on February 16, 2016 to further modify the scope of services to include preparation of: 1) the Assessment Engineer's Report for LMD No. 2014-01 & LMD No. 2014-02 for the FY 2016/17 levy; and 2) an Assessment Engineer's Report to increase the annual assessment for Zone 04 of LMD No. 2014-02; and

Whereas, it is desirable to amend the Agreement to expand the Scope of Services to be performed by the Consultant as is more particularly described in Section 1 of this Fifth Amendment and in the Consultant's Proposals attached hereto as Exhibit A; and

Whereas, it is desirable to amend the terms of payment of the Agreement to provide compensation for the expanded Scope of Services as more described in Exhibit A.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The termination date of this Agreement is not extended by this Amendment.

1.2 Scope of Services: Amend the Agreement to expand the Scope of Services to:
1) amend the RMA for CFD No. 2014-01 (Maintenance Services) to include tax rate areas for repayment of construction costs for installation of landscaping in the public right-of-way in connection with the proposed landscape beautification program; 2) amend the RMA for CFD

No. 1 (Park Maintenance) to include tax rate areas for new development of commercial and industrial parcels; 3) establish a new CFD or amend the RMA for CFD No. 2014-01 (Maintenance Services) to include a tax rate area to fund National Pollutant Discharge Elimination System (NPDES) expenses for new development in the City; and 4) amend the RMA and provide special tax consulting services related to the sale of bonds for CFD No. 7, Improvement Area 1.

1.3 The Consultant shall provide Special Tax Consulting Services for each of the projects as described in Exhibit A within the Consultant's scope of services.

1.4 The Agreement is hereby further amended by adding to the cost proposal section thereof described in Exhibit A.

1.5 The City agrees to pay the Consultant and the Consultant agrees to receive a Not-to-Exceed fee of \$62,300 for the additional work, as set forth in Exhibit A.

1.6 Terms of Payment: Amend the terms of payment to increase the Not-to-Exceed compensation by an additional \$62,300, increasing the total Agreement amount from \$131,495 to \$193,795, as summarized below:

Exhibit	5th Amendment Scope of Services	Cost
A-1	Amend the RMA for CFD No. 2014-01 (Maintenance Services) to include tax rate areas for repayment of construction costs for installation of landscaping in the public right-of-way	\$20,300
A-2	Amend the RMA for CFD No. 1 (Park Maintenance) to include tax rate areas for new development of commercial and industrial parcels	\$11,500
A-3	Establish a new CFD or amend the RMA for CFD No. 2014-01 (Maintenance Services) to include a tax rate area to fund NPDES expenses for new development	\$17,500
A-4	Amend the RMA and provide special tax consulting services related to the sale of bonds for CFD No. 7, Improvement Area 1 (includes an optional amount of \$2,000 for Special tax analysis and new tax rate development, if necessary)	\$13,000
Proposed 5th Amendment Costs		\$62,300
Agreement as Amended to Date		\$131,495
Total Cost		\$193,795

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. SPECIAL DISTRICTS
2014-15 LEVY CFD/LLD/LMD FORMATIONS

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

City of Moreno Valley

By: [Signature]
City Manager

Date: 3.15.16

Willdan Financial Services

By: [Signature]
Mark J. Risco

Title: President and CEO

Date: March 7, 2016

INTERNAL USE ONLY

APPROVED AS TO FORM:

[Signature]
City Attorney
3-14-16
Date

By: [Signature]

Title: [Signature]
(Corporate Secretary)

Date: 3/8/16

RECOMMENDED FOR APPROVAL:

[Signature]
Department Head

3/15/16
Date

Attachment: 5th Amendment [Revision 1] (2449 : SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR

December 9, 2015

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Via Email:
candacec@moval.org

RE: Letter Proposal to the City of Moreno Valley to Prepare an RMA Amendment and Provide Annexation Services for Community Facilities District 2014-01

Dear Ms. Cassel:

Willdan Financial Services ("Willdan") is pleased to present this letter proposal to amend the Rate and Method of Apportionment (RMA) and provide Community Facilities District (CFD) annexation services for CFD 2014-01. The following contains Willdan's proposed scope of services and budget.

Scope of Services

Outlined below are the steps necessary to amend the RMA for the CFD and to annex commercial property in the future. Willdan understands that the City or the City's legal counsel will create the applicable legal documents associated with this amendment. These documents include resolutions, the Public Hearing notice and election materials.

Scope of Work for Annexation and RMA Amendment Services

Willdan will perform the following tasks to annex parcels into the City's CFD using an amended RMA.

a. Project Kick Off to Resolution of Intention

- 1) Following receipt of the City's authorization to proceed, we hold a project kick-off conference call to discuss the annexation process and timeline with City staff, and identify any additional documents or information that may be needed. At the City's discretion, this discussion may include the developer/landowner and/or their representatives. As needed throughout the project, we will coordinate with City staff and with the developer(s), their consultant(s) and other outside agencies that may be directly involved in the project, to gather required information for the annexation proceedings.
- 2) Prepare the boundary map of the proposed annexation area that meets the requirements of the Community Facilities Act. An electronic copy of the final boundary map will be provided in PDF for the City's review.
- 3) Review the resolution approving the boundary map and resolution of intention.
- 4) Willdan will create an Amended RMA as outlined under: "Scope of Work for Developing an Amended RMA for Capital Improvements."
- 5) Once the map has been approved by City Council, Willdan will provide the amended CFD boundary map for recordation at the County.
- 6) Willdan will provide the City with an updated CFD boundary map showing the entire annexation for the City's records.

b. Review of Annexation Documents

- 1) Review Consent and Waiver forms, property owner ballots, and Public Hearing resolutions.

The required noticed publication of Public Hearing in the local newspaper is the responsibility of the City Clerk.

- 2) Review Notice of Special Tax Lien.

c. Intent Meeting/Public Hearing/Meeting Attendance

- 1) Willdan will attend the Intent Meeting and Public Hearing, in order to be available to answer questions associated with the annexation process. We will also attend up to one additional meeting.

Scope of Work for Developing an Amended RMA for New Developments

Willdan will perform the following tasks related to amending the RMA for the addition to address financing of specific landscaping capital improvement projects within CFD 2014-01. Any subsequent categories requiring amending the RMA would be covered under separate proposals.

a. Research

- 1) Gather and research development specific information that may facilitate an amended RMA for the existing CFD (including the type of developed property, its proposed uses, services, funding and improvements to be provided, and the boundaries of the affected parcels).
- 2) Work with City staff to develop and identify the anticipated full cost recovery budget and revenues that will be needed to fund the improvements and/or services being addressed by the amended RMA.
- 3) Create a database of parcels within the boundaries of the affected parcels, with appropriate land use and property ownership fields.
- 4) Develop a modified CFD special tax methodology and rate (RMA model) that addresses the specific improvements, property types and revenue needs associated with the proposed developments (annexation territory) that is not covered or adequately addressed in the current CFD structure and RMA.

b. Prepare an Amended Rate and Method of Apportionment of Special Tax

Willdan will prepare an amended RMA of Special Tax for the Resolution of Consideration.

Based on the preceding research, the affected parcel(s), improvement areas and services to be funded, and funding needs (revenues to be generated), Willdan will prepare the amended RMA of Special Tax for the Resolution of Consideration. To ensure that all considerations have been addressed, the proposed amended RMA will be discussed with the City.

Client Responsibilities

Willdan will rely on being able to obtain the following information from the City or the developer(s):

- Contact information for the developer/property owner, and specific contact person who will execute the petition, consent & waiver, and ballot documents.
- A listing of the properties to be included in the annexation area.
- Development of the anticipated budget funding plan and/or cost recovery plan (cost allocation plan) in order to develop an appropriate RMA.
- Information regarding current zoning, existing land uses, and proposed property development, as required.
- Timing of anticipated building permit issuance and home sales.
- Either electronically or in hard copy, various maps or diagrams of the new development, improvements, or surrounding properties as needed.
- As needed, assist with obtaining pertinent development information from the developer.
- Review and approve the draft reports and resolutions before the final documents are prepared for the Council packets. This review is typically performed by the City Attorney. Requested changes shall be submitted to Willdan in writing.

The City acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City, the County and developers and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Budget

Based on our proposed Scope of Services, we propose the following fee schedule. These fees and rates are subject to an annual increase, which will not exceed the most recent change in the annual Consumer Price Index (CPI) for the "All Urban Consumers" Los Angeles – Anaheim – Riverside – San Bernardino region, as calculated by the United States Bureau of Labor Statistics.

Scope of Services Fee Schedule	
Annexation with RMA Amendment	\$9,800 plus \$2,100 per RMA amendment scenario
Additional Meetings (Council, Staff, Committee, etc.)	\$200 per hour, \$600 minimum

Please note:

- Our fee will not be contingent upon the outcome of the annexation process.
- The City will be billed monthly on a percentage of project completion basis.
- Our fees include all direct expenses associated.

Additional Services

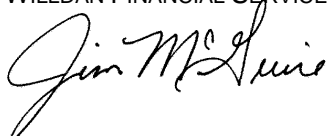
Additional services may be authorized by the City and will be billed at our then current hourly consulting rates. Our current hourly rates are:

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75

We appreciate this opportunity to continue to serve the City of Moreno Valley, and look forward to hearing from you. If you have any questions regarding our proposal, please contact me at (951) 587-3536 or via email at jmcguire@willdan.com.

Very truly yours,

WILLDAN FINANCIAL SERVICES



Jim McGuire, Principal Consultant
 District Administration Services

November 5, 2015

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Via Email:
candacec@moval.org

RE: Letter Proposal to the City of Moreno Valley to Prepare an RMA Amendment and Provide Annexation Services for Community Facilities District 1

Dear Ms. Cassel:

Willdan Financial Services ("Willdan") is pleased to present this letter proposal to amend the Rate and Method of Apportionment (RMA) and provide Community Facilities District (CFD) annexation services for CFD 1. The following contains Willdan's proposed scope of services and budget.

Scope of Services

Outlined below are the steps necessary to amend the RMA for the CFD and to annex commercial property in the future. Willdan understands that the City's legal counsel will create the applicable legal documents associated with this amendment. These documents include resolutions, the public hearing notice and election materials.

Scope of Work for Annexation and RMA Amendment Services

Willdan will perform the following tasks to annex parcels into the City's CFD using an amended RMA.

a. Project Kick Off to Resolution of Intention

1) Project Kick-off

Following receipt of the City's authorization to proceed, we will discuss the annexation process and timeline with City staff, and identify any additional documents or information that may be needed. At the City's discretion, this discussion may include the developer/landowner and/or their representatives. As needed throughout the project, we will coordinate with City staff and with the developer(s), their consultant(s) and other outside agencies that may be directly involved in the project, to gather required information for the annexation proceedings.

- 2) Prepare boundary map of the proposed annexation area that meets the requirements of the Community Facilities Act. An electronic copy of the final boundary map will be provided in PDF for the City's review.
- 3) Review the resolution approving the boundary map and resolution of intention.
- 4) Willdan will create an Amended RMA as outlined under: "Scope of Work for Developing an Amended RMA for New Developments."
- 5) Once the map has been approved by City Council, Willdan will provide the amended CFD boundary map for recordation at the County.
- 6) Willdan will provide the City with an updated CFD boundary map showing the entire annexation for the City's records.

b. Review of Annexation Documents

- 1) Review Consent and Waiver forms, property owner ballots, and Public Hearing resolutions.

The required noticed publication of Public Hearing in the local newspaper is the responsibility of the City Clerk.

- 2) Review Notice of Special Tax Lien.

c. Intent Meeting/Public Hearing/Meeting Attendance

- 1) Willdan will attend the Intent Meeting and Public Hearing, in order to be available to answer questions associated with the annexation process. We will also attend up to one additional meeting.

Scope of Work for Developing an Amended RMA for New Developments

Willdan will perform the following tasks related to amending the RMA for the addition of a land use category for commercial properties within CFD 1. Any subsequent new land use categories requiring amending the RMA would be covered under separate proposals.

a. Research

- 1) Gather and research development specific information that may facilitate an amended RMA for the existing CFD (including the type of developed property, its proposed uses, services and improvement to be provided, and the boundaries of the affected parcels).
- 2) Work with City staff to develop and identify the anticipated full cost recovery budget and revenues that will be needed to fund the improvements and services being addressed by the amended RMA for the annexations of new developments.
- 3) Create a database of parcels within the boundaries of the affected parcels, with appropriate land use and property ownership fields.
- 4) Develop a modified CFD special tax methodology and rate (RMA model) that addresses the specific improvements, property types and revenue needs associated with the proposed developments (annexation territory) that is not covered or adequately addressed in the current CFD structure and RMA.

b. Prepare an Amended Rate and Method of Apportionment of Special Tax

Willdan will prepare an amended RMA of Special Tax for the Resolution of Consideration.

Based on the preceding research, the affected parcel(s), improvement areas and services to be funded, and funding needs (revenues to be generated), Willdan will prepare the amended RMA of Special Tax for the Resolution of Consideration. To ensure that all considerations have been addressed, the proposed amended RMA will be discussed with the City.

Client Responsibilities

Willdan will rely on being able to obtain the following information from the City or the developer(s):

- Contact information for the developer/property owner, and specific contact person who will execute the petition, consent & waiver, and ballot documents.
- A listing of the properties to be included in the annexation area.
- Information regarding current zoning, existing land uses, and proposed property development, as required.
- Timing of anticipated building permit issuance and home sales.
- Either electronically or in hard copy, various maps or diagrams of the new development, improvements, or surrounding properties as needed.
- As needed, assist with obtaining pertinent development information from the developer.
- Review and approve the draft reports and resolutions before the final documents are prepared for the Council packets. This review is typically performed by the City Attorney. Requested changes shall be submitted to Willdan in writing.

The City acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City, the County and developers and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Budget

Based on our proposed Scope of Services, we propose the following fee schedule. These fees and rates are subject to an annual increase, which will not exceed the most recent change in the annual Consumer Price Index (CPI) for the "All Urban Consumers" Los Angeles – Anaheim – Riverside – San Bernardino region, as calculated by the United States Bureau of Labor Statistics.

Scope of Services Fee Schedule	
Annexation with RMA Amendment	\$9,500 plus \$2,000 per RMA amendment scenario
Additional Meetings (Council, Staff, Committee, etc.)	\$200 per hour, \$600 minimum

Please note:

- Our fee will not be contingent upon the outcome of the annexation process.
- The City will be billed monthly on a percentage of project completion basis.
- Our fees include all direct expenses associated.

Ms. Candace Cassel, City of Moreno Valley
 Letter Proposal to Prepare an RMA Amendment and Provide Annexation Services for CFD 1
 November 5, 2015
 Page 4

Additional Services

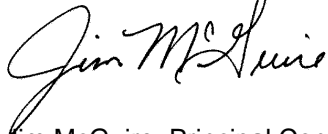
Additional services may be authorized by the City and will be billed at our then current hourly consulting rates. Our current hourly rates are:

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75

We appreciate this opportunity to continue to serve the City of Moreno Valley, and look forward to hearing from you. If you have any questions regarding our proposal, please contact me at (951) 587-3536 or via email at jmcguire@willdan.com.

Very truly yours,

WILLDAN FINANCIAL SERVICES



Jim McGuire, Principal Consultant
 District Administration Services

January 15, 2016

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Via Email:
candacec@moval.org

RE: Letter Proposal to the City of Moreno Valley to Establish a New Community Facilities District or Prepare an RMA Amendment and Provide Annexation Services for CFD 2014-01 specific to NPDES Funding

Dear Ms. Cassel:

Willdan Financial Services (“Willdan”) is pleased to present this letter proposal to establish a new Community Facilities District (CFD) to fund National Pollutant Discharge Elimination System (NPDES) expenses for new development in the City of Moreno Valley (“City”) or to amend the Rate and Method of Apportionment (RMA) for CFD 2014-01 to include expenses specific to NPDES funding for new developments in the City. This proposal also includes related CFD annexation services for the first new development to be annexed to CFD 2014-01 for NPDES, if amended. Ultimately the RMA for NPDES will need to address the applicable NPDES special tax that might fund any combination of: a) on-site bio swale (or similar) operation and maintenance (O&M); b) on-site inspections; and c) collection system O&M, which might also require a breakdown of development specific facilities versus overall system facilities. Administrative costs would likely be built-in to the various tax rates.

The following outlines Willdan’s proposed scope of services and budget.

Scope of Services

Outlined below are the steps necessary to amend the RMA for CFD 2014-01 and to annex the first new development to the CFD for NPDES and as a separate scope, the steps to be provided for establishing a new CFD specifically for NPDES. In either case, Willdan understands that the City or the City’s legal counsel will create the applicable legal documents related to the project including; resolutions, the Public Hearing notice and election materials, as applicable.

For this project, it is anticipated that Willdan will attend up to three meetings: two City Council meetings to present the Resolution of Intention, Resolution of Formation, and the Public Hearing; and one Finance Subcommittee meeting, if requested.

Scope of Work for Annexation and RMA Amendment Services

Willdan will perform the following tasks to annex parcels (first new development) into the City’s CFD using an amended RMA.

a. Project Kick Off to Resolution of Intention

- 1) Following receipt of the City’s authorization to proceed, we hold a project kick-off conference call to discuss the annexation process and timeline with City staff, and identify any additional documents or information that may be needed. At the City’s discretion, this discussion may include the developer/landowner and/or their representatives. As needed throughout the project, we will coordinate with City staff and with the developer(s), their consultant(s) and other outside agencies that may be directly involved in the project, to gather required information for the annexation proceedings.

Ms. Candace Cassel, City of Moreno Valley

Letter Proposal to Prepare an RMA Amendment and Provide Annexation Services for CFD 2014-01 specific to NPDES Expenses

January 15, 2016

Page 2

- 2) Prepare the boundary map of the proposed annexation area that meets the requirements of the Community Facilities Act. An electronic copy of the final boundary map will be provided in PDF for the City's review.
- 3) Review the resolution approving the boundary map and resolution of intention.
- 4) Willdan will create an Amended RMA as outlined under: "Scope of Work for Developing an Amended RMA for Capital Improvements."
- 5) Once the map has been approved by City Council, Willdan will provide the amended CFD boundary map for recordation at the County.
- 6) Willdan will provide the City with an updated CFD boundary map showing the entire annexation for the City's records.

b. Review of Annexation Documents

- 1) Review Consent and Waiver forms, property owner ballots, and Public Hearing resolutions.

The required noticed publication of Public Hearing in the local newspaper is the responsibility of the City Clerk.

- 2) Review Notice of Special Tax Lien.

c. Intent Meeting/Public Hearing/Meeting Attendance

- 1) Willdan will attend the Intent Meeting and Public Hearing, in order to be available to answer questions associated with the annexation process. We will also attend up to one additional meeting.

Willdan will perform the following tasks related to amending the RMA to identify applicable NPDES funding within CFD 2014-01. Any subsequent categories requiring amending the RMA would be covered under separate proposals.

d. Research

- 1) Gather and research development specific information that may facilitate an amended RMA for the existing CFD (including the type of developed property, its proposed uses, services, funding and improvements to be provided, and the boundaries of the affected parcels).
- 2) Work with City staff to develop and identify the anticipated full cost recovery budget and revenues that will be needed to fund the improvements and/or services being addressed by the amended RMA.
- 3) Create a database of parcels within the boundaries of the affected parcels, with appropriate land use and property ownership fields.
- 4) Develop a modified CFD special tax methodology and rate (RMA model) that addresses the specific improvements, property types and revenue needs associated with the proposed developments (annexation territory) that is not covered or adequately addressed in the current CFD structure and RMA.

e. Prepare an Amended Rate and Method of Apportionment of Special Tax

Willdan will prepare an amended RMA of Special Tax for the Resolution of Consideration.

Based on the preceding research, the affected parcel(s), improvement areas and services to be funded, and funding needs (revenues to be generated), Willdan will prepare the amended RMA of Special Tax for

the Resolution of Consideration. To ensure that all considerations have been addressed, the proposed amended RMA will be discussed with the City.

Client Responsibilities

Willdan will rely on being able to obtain the following information from the City or the developer(s):

- Contact information for the developer/property owner, and specific contact person who will execute the petition, consent & waiver, and ballot documents.
- A listing of the properties to be included in the annexation area.
- Development of the anticipated budget funding plan and/or cost recovery plan (cost allocation plan) in order to develop an appropriate RMA.
- Information regarding current zoning, existing land uses, and proposed property development, as required.
- Timing of anticipated building permit issuance and home sales.
- Either electronically or in hard copy, various maps or diagrams of the new development, improvements, or surrounding properties as needed.
- As needed, assist with obtaining pertinent development information from the developer.
- Review and approve the draft reports and resolutions before the final documents are prepared for the Council packets. This review is typically performed by the City Attorney. Requested changes shall be submitted to Willdan in writing.

The City acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City, the County and developers and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Scope of Work for Formation of New CFD

If determined that the formation of a new CFD is a more viable option than amending the RMA for CFD 2014-01 and annexing parcels into this district, outlined below are the associated tasks.

a. Review the City's Goals and Policies

Willdan will review the City's existing CFD Goals and Policies, and identify possible modifications or areas for discussion with the City and finance team.

Willdan will consult with City staff to identify policy objectives for the CFD formation. We will provide the City the benefit of our experience throughout the state with CFD formations, and discuss with staff any possible enhancements to the existing Goals and Policies to ensure the feasibility of the CFD.

b. Rate and Method of Apportionment of Special Tax

An RMA of Special Tax will be prepared and, if necessary, will include improvement areas and/or tax zones that address variations in the NPDES services and improvements to be operated and maintained. By this means, NPDES costs for properties within the CFD will be equitably apportioned based on various combinations of a) on-site bio swale (or similar) O&M; b) on-site inspections; and c) collection system O&M, which might also require a breakdown of development specific facilities versus overall system facilities. The RMA will clearly describe the special tax methodology developed in the preceding step, the associated definitions, priority and method by which properties in the CFD will be taxed, the special tax

rates for each property type, and contain all other information (as required) by the Mello-Roos Community Facilities Act of 1982.

Willdan will prepare the boundary map that will eventually be recorded along with the Notice of Special Tax, as well as prepare necessary documents for the City Council meeting to adopt the Resolution of Intention, including the petition, RMA, and map.

c. Community Facilities District Report

Willdan will prepare a preliminary CFD Report that includes a description of the improvements and services to be funded, related cost estimates, incidental expenses, the RMA, and other information necessary to meet the requirements of the Mello-Roos Community Facilities Act. Willdan will present the CFD Report to the City Council and field questions received at the Public Hearing. The CFD Report will include the following components:

- A description of the proposed services to be funded;
- Cost estimates for services and improvements; and
- A projection and explanation of the annual special tax rates by special tax classification for each year that services are funded.

d. Document Review and Preparation

Willdan will assist your attorney in identifying pertinent legal issues and modifications necessary before the documents are implemented. If the City is unable to garner 100 percent consent waiver from the affected property owners and a regular special tax election is required, the City attorney will be responsible for preparing and coordinating the required impartial analysis and ballot arguments.

After successful formation of the CFD, Willdan will then coordinate the recordation of the “Notice of Special Tax Lien.”

Client Responsibilities

Willdan shall rely on obtaining from the City the following information:

- Copy of the City’s current CFD Goals & Policies.
- Information regarding property to be included in the CFD formation and potential future annexation areas.
- Information regarding tax rates to be imposed on development in accordance with negotiated agreements between the City and various developers.
- Detailed development or property information for proposed CFD boundaries, including GIS maps of proposed project area (if applicable).
- Information regarding services to be provided and their related cost estimates.
- Property owner information (as needed).

Budget

Based on our proposed Scope of Services, we propose the fee schedule outlined on the following page. These fees and rates are subject to an annual increase, which will not exceed the most recent change in the annual Consumer Price Index (CPI) for the “All Urban Consumers” Los Angeles – Anaheim – Riverside – San Bernardino region, as calculated by the United States Bureau of Labor Statistics.

Ms. Candace Cassel, City of Moreno Valley

Letter Proposal to Prepare an RMA Amendment and Provide Annexation Services for CFD 2014-01 specific to NPDES Expenses

January 15, 2016

Page 5

Scope of Services Fee Schedule	
First Annexation with RMA Amendment	Not-to-exceed \$17,500
Formation of a New CFD	Not-to-exceed \$14,500
Additional Meetings (Council, Staff, Committee, etc.)	\$200 per hour, \$600 minimum

Please note:

- Our fee will not be contingent upon the outcome of the formation/annexation process.
- The City will be billed monthly on a percentage of project completion basis.
- Our fees include all direct expenses associated.

Additional Services

Additional services may be authorized by the City and will be billed at our then current hourly consulting rates.

Our current hourly rates are:

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75

We appreciate this opportunity to continue to serve the City of Moreno Valley, and look forward to hearing from you. If you have any questions regarding our proposal, please contact me at (951) 587-3536 or via email at jmcguire@willdan.com.

Very truly yours,

WILLDAN FINANCIAL SERVICES



Jim McGuire, Principal Consultant
District Administration Services



February 2, 2016

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Via Email:
candacec@moval.org

RE: Letter Proposal to the City of Moreno Valley to Provide RMA Amendment and Bond Issuance Support Services for CFD No. 7

Dear Ms. Cassel:

Following my conversations with Jennifer Terry at the City, Willdan Financial Services (“Willdan”) is pleased to present this letter proposal to amend the Rate and Method of Apportionment (RMA) and provide bond issuance support services for Community Facilities District (CFD) No. 7. The following contains Willdan’s proposed scope of services and budget.

Scope of Services

Outlined below are the steps necessary to amend the RMA for the CFD and to provide bond issuance support services. Willdan understands that the City’s legal counsel will create the applicable legal documents associated with this amendment. These documents typically include resolutions, petitions, waivers, public hearing notice, and election materials.

Scope of Work for Amended RMA

We have reviewed the memorandum from Orrick that summarizes the provisions and outstanding issues relative to the MOU between FR/Cal and I-215 Logistics (dated February 19, 2015). This MOU describes the adjustments to be made to CFD No. 7, specifically amendments to the two tax zones (and their rates) within Improvement Area 1 of the CFD, and describes the previous dissolution of Improvement Area No. 2. Willdan will perform the following tasks related to amending the RMA, boundary map and CFD Report to address the changes specified in the MOU.

a. Research

- 1) Gather and research development and improvement specific information that will be needed to prepare an amended RMA, updated boundary map and updated CFD Report. We will review the original formation documents and diagrams, as well as the MOU to determine the extent of the necessary information that will be needed (including but not limited to: the type and location of property, its proposed uses and ownership, improvements to be funded, and the boundaries of the affected parcels). We will discuss the proposed changes with the City, and legal counsel if necessary, to ensure our understanding of the proposed changes is complete.

- 2) Work with City staff to verify provisions, updated structure and methodology, language and definitions to include in the amended RMA in order to amend the two tax zones within Improvement Area No. 1, and to remove Improvement Area No. 2.the amended RMA.
- 3) Create a database of parcels within the boundaries of the affected areas, with appropriate land use and property ownership fields.
- 4) Develop a modified CFD special tax methodology and rates that address the specific improvements to be funded, property types and revenue needs associated with the proposed development and properties within the new proposed tax zone within Improvement Area No. 1.
- 5) Confirm with registrar of voters whether there are registered voters within the boundaries of the CFD.
- 6) **OPTIONAL:** If necessary, prepare updated special tax analysis to develop new and updated tax rates for Tax Zone 2, to the extent necessary to ensure adequate special tax revenue following the removal of the Alvaraz & Marsal parcel, and if necessary to provide additional tax coverage to fund the costs of issuance, and of completing these change proceedings.

b. Prepare an Amended Rate and Method of Apportionment of Special Tax

Willdan will prepare an amended RMA of Special Tax for the Resolution of Consideration.

Based on the preceding research and tasks, Willdan will prepare the amended RMA of Special Tax for the Resolution of Consideration.

The changes to the tax rates and language in the RMA will be made to provide for no future levy of taxes in association with Tax Zone 1 (in Improvement Area No. 1), and to reflect the updated configuration of Tax Zone 2 after removal of the Alvaraz & Marsal parcel. Adjustments will be made to ensure the appropriate priority and method for assigning the tax, and for updated prepayment provisions. Finally, if necessary, language will be updated to reflect the previous dissolution of Improvement Area No. 2. To ensure that all considerations have been addressed, the proposed amended RMA will be discussed with the City.

c. Prepare an Amended Boundary Map

Willdan will prepare an amended RMA of Special Tax for the Resolution of Consideration, and to be included in the updated CFD Report. The map will reflect the changes completed as part of this amendment.

d. Prepare an Updated CFD Report

Willdan will prepare an updated CFD Report that reflects the changes resulting from this amendment, and to be adopted at the Public Hearing.

e. Intent Meeting/Public Hearing/Meeting Attendance

Willdan will attend the Intent Meeting and Public Hearing, in order to be available to answer questions related to the amendment process.



Scope of Work for Bond Issuance Support

Willdan will participate in the creation and review of financing documents. Willdan will provide necessary expertise on POS and Official Statement (OS) development for the issuance of CFD bonds. Willdan will provide data analysis, support and documentation to support the proposed bond issuance, including the preparation of tables including property ownership, property values, proposed tax burdens and lien to value calculations.

Client Responsibilities

Willdan will rely on being able to obtain the following information from the City or the developer(s):

- Contact information for the developer/property owner, and specific contact person who will execute the petition, consent & waiver, and ballot documents.
- A listing of the properties to be included.
- Information regarding current zoning, existing land uses, and proposed property development, as required.
- Either electronically or in hard copy, various maps or diagrams of the new development, improvements, or surrounding properties as needed.
- As needed, assist with obtaining pertinent development information from the developer.
- Review and approve the draft reports and resolutions before the final documents are prepared for the Council packets. This review is typically performed by the City Attorney. Requested changes shall be submitted to Willdan in writing.

The City acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City, the County and developers and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Budget

Based on our proposed Scope of Services, we propose the following fee schedule. These fees and rates are subject to an annual increase, which will not exceed the most recent change in the annual Consumer Price Index (CPI) for the "All Urban Consumers" Los Angeles – Anaheim – Riverside – San Bernardino region, as calculated by the United States Bureau of Labor Statistics.

Scope of Services Fee Schedule	
RMA Amendment for changes to Tax Zones 1 & 2 within Improvement Area No. 1, and removal of Improvement Area 2 (all Tasks excluding OPTIONAL a.5)	\$6,900
Special tax analysis and new tax rate development if necessary (OPTIONAL Task a.6)	\$2,000
Bond Issuance Support Services	\$2,900
Additional Meetings (Board, Staff, Committee, etc.) if requested	\$200 per hour, \$600 minimum
Preparation of Amended Boundary Map	\$450 for first page, \$250 per additional page



Ms. Candace Cassel, City of Moreno Valley
 Letter Proposal to Provide RMA Amendment and Bond Issuance Support Services for CFD No. 7
 February 2, 2016
 Page 4

Please note:

- Our fee will not be contingent upon the outcome of the amendment process.
- The City will be billed monthly on a percentage of project completion basis.
- Our fees include all direct expenses associated with this service.

Additional Services

Additional services may be authorized by the City and will be billed at our then current hourly consulting rates. Our current hourly rates are:

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75

We appreciate this opportunity to continue to serve the City of Moreno Valley, and look forward to hearing from you. If you have any questions regarding our proposal, please contact me at (951) 587-3528 or via email at cfisher@willdan.com.

Very truly yours,

WILLDAN FINANCIAL SERVICES



Chris Fisher,
 Vice President - Group Manager
 Financial Consulting Services



**FOURTH AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY
CFD/LLD/LMD FORMATIONS**

The Fourth Amendment to the Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Willdan Financial Services, (a California corporation), hereinafter referred to as "Consultant." This Fourth Amendment to the Agreement as made and entered into becomes effective upon the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS," hereinafter referred to as "Agreement," dated February 10, 2014; and,

Whereas, the Consultant is providing Assessment Engineering and Special Tax Consulting Services; and,

Whereas, the Agreement was first amended on July 24, 2014 to modify the Scope of Services to: 1) amend the Rate and Method of Apportionment (RMA) for Community Facilities District (CFD) No. 2014-01 (Maintenance Services), which separated the public landscaping maintenance and operation of the street lighting program tax rate areas and 2) removed the remainder of the services for the formation of a CFD for channel maintenance for Tract 32515; and,

Whereas the Agreement was subsequently amended on November 19, 2014 to further modify the Scope of Services to amend the RMA for CFD No. 2014-01 (Maintenance Services) to include tax rate areas for public landscape maintenance and operation of street lighting for commercial, industrial, and multi-family developments and expanded the public landscape

maintenance tax rate areas for residential developments, as well as preparation of its future annexation area boundary map; and

Whereas, the Agreement was amended a third time on March 26, 2015 to further modify the scope of services to include preparation of: 1) the Assessment Engineer's Reports for Landscape and Lighting Maintenance Districts (LMD) No. 2014-01 and No. 2014-02 for the fiscal year 2015/16 levy; 2) the Assessment Engineer's Report to annex Tract 27251 into LMD 2014-02 as Zone 09; and 3) boundary maps for special financing districts and consultation on special district engineering services; and,

Whereas, it is desirable to amend the Agreement to expand the Scope of Services to be performed by the Consultant as is more particularly described in Section 1 of this Fourth Amendment and in the Consultant's Proposals attached hereto as Exhibit A; and

Whereas, it is desirable to amend the terms of payment of the Agreement to provide compensation for the expanded Scope of Services as more described in Exhibit A.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The termination date of this Agreement is not extended by this Amendment.

1.2 Scope of Services: Amend the Agreement to expand the Scope of Services to include preparation of: 1) the Assessment Engineer's Report for Zone 04 of LMD No. 2014-02 in connection with a mail ballot proceeding for the proposed assessment increase and 2) the Assessment Engineer's Reports for LMD No. 2014-01 and No. 2014-02 for the fiscal year 2016/17 levy.

1.3 The Consultant shall provide Assessment Engineering Services for each of the Districts as described in Exhibit A within the Consultant's scope of services.

1.4 The Agreement is hereby further amended by adding to the cost proposal section thereof described in Exhibit A

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS

1.5 The City agrees to pay the Consultant and the Consultant agrees to receive a Not-to-Exceed fee of \$20,000 for the additional work, as set forth in Exhibit A.

1.6 Terms of Payment: Amend the terms of payment to increase the Not-to-Exceed compensation by an additional \$20,000, increasing the total Agreement amount from \$111,495 to \$131,495, as summarized below:

Exhibit	4th Amendment Scope of Services	Cost
A-1	Preparation of LMD No. 2014-02 Zone 04 Engineer's Report for a Proposed Increase in the Annual Assessment	\$7,000
A-2	LMD No. 2014-01 & 2014-02 Annual Engineer's Report Preparation for the FY 2016/17 levy	\$13,000
Proposed 4th Amendment Costs		\$20,000
Agreement as Amended to Date		\$111,495
Total Cost		\$131,495

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS

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

City of Moreno Valley

By: [Signature]
City Manager
Date: 3.8.16

Willdan Financial Services

By: [Signature]
Mark J. Risco
Title: President and CEO
Date: February 24, 2016

INTERNAL USE ONLY

APPROVED AS TO FORM:

[Signature]
City Attorney
3-7-16
Date

By: [Signature]
KATE WONGE
Title: SECRETARY
(Corporate Secretary)
Date: 2/26/16

RECOMMENDED FOR APPROVAL:

[Signature]
Department Head
3/8/16
Date

Attachment: 4th Amendment [Revision 1] (2449 : SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR



November 4, 2015

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Re: Proposal to Provide Landscaping and Lighting Act of 1972 District Engineer's Report Services to the City of Moreno Valley

Dear Ms. Cassel:

Per our prior discussion, the following outlines Willdan Financial Services' (Willdan) scope of services and fee to prepare the Engineer's Report for Landscape Maintenance District No. 2014-2, Zone 4, in connection with the proposed assessment increase in accordance with the Landscaping and Lighting Act of 1972 and the provisions of the California Constitution Article XIID (Proposition 218).

We appreciate this opportunity to continue to serve the City of Moreno Valley and look forward to hearing from you. Please feel free to contact me directly at (951) 587-3536 or via email at jmcguire@willdan.com if you have any questions regarding our proposal.

Sincerely,

Willdan Financial Services

Jim McGuire
 Principal Consultant

Enclosure

Scope of Services

Project Overview

In May 2014, the Moreno Valley Community Services District formed Landscape Maintenance District No. 2014-02 ("District"), pursuant to the Landscaping and Lighting Act of 1972, California Streets and Highways Code Section 22500 *et seq.* (referenced as "1972 Act").

The territory within this District consists of lots and parcels of land that receive special benefits from the landscaping improvements maintained and funded by the District assessments. The boundaries of the District consist of benefit zones ("Zones"), each of which is associated with a set of landscape improvements. Each parcel within the District is assigned to a specific zone funding landscape maintenance services benefiting that parcel.

Willdan Financial Services ("Willdan") understands that the City of Moreno Valley ("City") has identified a need to increase the assessment for Zone 4.

Work Plan

Per your request, the following outlines the scope of services that Willdan would implement to assist the City with the preparation of an Engineer's Report for Zone 4 in connection with the proposed assessment increase.

We want to ensure that our scope of services is responsive to the City's needs and specific circumstances. Willdan will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the project.

Task A: Assessment Development

Task A.1: Project Initiation

To address the City's needs, we propose to initiate the project by conducting an "all hands" kick-off conference call with City staff to discuss in detail the overall approach to the project and key dates and milestones for the project, as well as budget information provided by the City. This call should include all staff that will be directly involved in the various tasks associated with this project.

Task A.2: Prepare Updated Property and Ownership Information

Using most recent electronic parcel information and assessment data provided by the City, Willdan will update the parcel database for Zone 4 with the County Assessor's Office secured roll data currently available to identify any parcel discrepancies and to incorporate updated property ownership and mailing information. As needed, this information will be enhanced through parcel research and specific information provided by the City. This data will then be incorporated into our model to update and fully develop the appropriate assessments for each parcel. When finalized, this parcel specific data will be used to generate the assessment roll for the Engineer's Report, mailing data for any public outreach efforts, and ultimately the notice and ballots for the proposed increased assessment to be mailed to each affected property owner. When finalized, Willdan will provide the City with a copy of this database.



Task A.3: Review the Improvements and Zone Boundaries

Willdan will work with the City to update and fully develop the list of facilities and services to be funded by assessments within Zone 4. We will also identify recommended future changes to the Zone, including the potential annexation of properties that may benefit from the improvements but are not assessed.

Task A.4: Develop the Zone Budget

Willdan will work with City staff to identify and incorporate an accurate full cost recovery estimate for the improvements (including energy and maintenance costs; foreseeable capital projects; and long-term replacement and rehabilitation costs). Recognizing that there is inherently some general benefit associated with landscaping, we will work with the City and legal counsel to identify and separate those improvements and/or costs that are considered general benefit that may not have previously been considered. Also recognizing that the level of property owner support for an assessment may be less than the amount identified as special benefit, we will work the City staff to identify key elements of the budget that foster the greatest support, thereby creating a more targeted assessment and ultimately the amount of revenue to be generated.

Task A.5: Developing the Assessments

Based on the findings and discussions of the previous tasks, Willdan will develop and eventually finalize the cost allocation of the budgeted improvements within the Zone, the method of apportionment to be applied based on proportional special benefits, and ultimately the proposed assessments. As part of this process, we anticipate formulating two assessment scenarios (assessment models). The initial model and estimated assessments will be based on our prior related work with the City and updated parcel data from Task A.2, which may be used to gauge property owner support at an estimated assessment amount. The alternate assessment scenario will incorporate the fully developed zone structure, budget and method of apportionment.

Task B: Assessment Documentation

Task B.1: Prepare Engineer's Report

Based on the findings and discussions with the City completed in previous tasks, Willdan will prepare the Engineer's Report, Zone 4, for the proposed assessments and modifications (if applicable) specific to Zone 4 that will be presented to City Council. In accordance with the Landscaping and Lighting Act of 1972 and the provisions of the California Constitution (Proposition 218) this report will contain the following items:

- Plans and specifications that describe the Zone and improvements.
- Method of apportionment that outlines the special benefit conferred on properties within the Zone from the maintenance and the calculations used to establish each parcel's proportional special benefit assessment, as well as a description of the assessment range formula, establishing the maximum assessment rate in subsequent fiscal years.
- The budget that outlines the costs and expenses to provide maintenance, including incidental expenses authorized by the 1972 Act and establishes the



general benefit costs and the amount to be balloted as special benefit assessment.

- Assessment diagram that identifies the boundaries of the proposed district.
- The assessment roll which contains each Assessor Parcel Number and their proportional maximum assessment.
- An affidavit stating the report has been prepared by a professional engineer.

Prior to the scheduled Intent Meeting, Willdan will provide the City with an electronic copy of the Zone 4 Engineer's Report for City staff review and comment. When finalized with City staff, a final electronic version and two hardcopies of the report will be provided to the City that the City Clerk may incorporate into the Council agenda package. The proposed assessment roll that is typically incorporated into the Engineer's Report may be provided to the City as a separate document or electronic file.

Task B.2: Meetings and Support

The following are support services Willdan will provide to the City with respect to the assessment process:

- Attend the City Council Intent Meeting and be available to answer questions regarding the Zone 4 Engineer's Report for and the balloting process.
- At the City's request, Willdan will review and comment on the resolutions and staff reports prepared by the City or the City's legal counsel in connection with the proposed increased assessment proceedings (Intent Meeting and Public Hearing).
- After the initial presentation to the City Council (Intent Meeting), if necessary, update the Zone 4 Engineer's Report to reflect changes ordered by the City Council prior to the Public Hearing.

Client Responsibilities

We will rely on being able to obtain the following information from the City of Moreno Valley:

- Provide GIS shape files identifying the location of all landscaping.
- As needed, provide pertinent documentation associated with the maintenance, improvements, and budget information including, but not limited to capital expenditures to be funded by the assessments, City overhead, available funding from other sources that may be used to offset costs, as well as any legal opinions or comments associated with this project.
- Prepare internal memorandums, staff reports and other supporting documents necessary for City Council agendas.
- Arrange for any required publications notice of Council meetings or Public Hearings in the local newspaper.
- Review the draft reports before the final documents are prepared for the Council packets. This review will most certainly include City staff but should be closely reviewed by the City's legal counsel. Requested changes shall be submitted to Willdan in writing.



The City of Moreno Valley acknowledges that Willdan shall rely upon the accuracy of the information provided by the City and the County and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Attachment: 4th Amendment [Revision 1] (2449 : SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR



Fee for Services

Willdan will perform the tasks described in Scope of Services section for the fees outlined below.

Landscape Maintenance District No. 2014-2 Zone 4 Assessment Increase City of Moreno Valley	
Task A: Assessment Development	\$ 4,500
Task B: Assessment Documentation	2,500
Total	\$ 7,000

Notes:

- Our fee will not be contingent on the outcome of the increased assessments.
- Telephone conference calls are not considered "meetings" for the purpose of our proposal and are not limited by our scope of services.
- Additional tasks or meetings outside our proposed scope of work will require an additional fee.
- We will invoice the City of Moreno Valley monthly based on percentage of project completion.

Hourly Rates

Additional services to be provided by Willdan that are authorized by the City of Moreno Valley will be billed at our current hourly billing rates.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75
Property Owner Services Representative	\$55
Support Staff	\$50

Attachment: 4th Amendment [Revision 1] (2449 : SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR



October 27, 2014

Ms. Candace Cassel
Special Districts Division Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
Moreno Valley, California 92552

Via Email
candacec@moval.org

Re: Proposal to Provide Annual Landscaping and Lighting District Administration Services to the Moreno Valley Community Services District (City)

Dear Ms. Cassel:

Per our discussion, the following outlines Willdan Financial Services' (Willdan) scope of services and fee to provide Annual Landscaping and Lighting Maintenance Assessment District Administration Services for Lighting Maintenance District No. 2014-01 and Landscaping Maintenance District No. 2014-02.

We appreciate this opportunity to continue to serve the City of Moreno Valley, and look forward to hearing from you. Please feel free to contact me directly at (951) 587-3536, or via email at jmcguire@willdan.com if you have any questions regarding the attached information.

Very truly yours,

WILLDAN FINANCIAL SERVICES

Jim McGuire, Principal Consultant
District Administration Services

Scope of Services

Landscaping and Lighting Assessment District Administration

As a part of this proposal for the annual update of the Engineer's Reports and annual assessment process for the City of Moreno Valley's Landscaping and Lighting Assessment Districts (Lighting Maintenance District No. 2014-01 and Landscaping Maintenance District No. 2014-02), Willdan Financial Services proposes to perform the following services:

1. Schedule an annual kick-off meeting with City staff to review the existing districts. Also identify and discuss changes to the districts for the upcoming fiscal year, including budget issues, possible annexations, modifications to the district improvements or service levels, as well as any legislative changes that may impact the districts.
2. Coordinate with City staff to establish the planned annual levy timeline, identifying key dates and timeframes for pertinent tasks throughout the levy process. This timeline may be adjusted (as needed) to address the City's scheduling requirements or proposed changes.
3. Review the district budgets provided by the City, and coordinate with City staff to assist with accurate cost-recovery accounting. Willdan will assist City staff in the preparation of the annual budget, and review the district budget to ensure the appropriate incorporation of maintenance contract costs, administrative expenses, material costs, capital costs, and other incidental costs. By this means, achieving maximum cost-to-benefit equity.
4. Maintain and update a parcel levy database by using parcel information from various sources. As new data becomes available, Willdan will continue to update the database and enhance data through parcel research using updated County secured roll information, the County parcel change database, County Assessor maps, various third-party resources, and specific information provided by the City (e.g., up-to-date map approval status, building permits, or certificate of occupancy data). Updates to the database will include those necessitated by the addition and/or removal of parcels, land subdivisions and merges, ownership and mailing address changes, and adjusted benefit unit information. This database will then become the source for the calculation of the annual assessments for the districts.
5. Utilize our MuniMagicSM software to calculate annual assessments (based upon assigned benefit) for parcels within the districts. This software is capable of handling complex assessment methodologies and formulas and calculating the annual assessments. The assessment information generated in MuniMagic can be easily exported to Microsoft Excel for the City and can also produce assessment files in the required format for submittal to the County Auditor/Controller's office.
6. Upon completion of the annual parcel and budget updates and review, provide the City with an electronic copy (Excel file) of the assessment roll to be incorporated into the Engineer's Reports for the City's review.
7. Prepare the Annual Engineer's Reports in accordance with the Landscaping and Lighting Act of 1972 and the provisions of California Constitution Article XIID (Proposition 218). These reports will include the following required items:
 - A general description of the district that may include key historical facts, zone designations, and discussion of district benefits.
 - A description of the plans and specification for the improvements (this may include a reference to documents on file at the City).
 - An estimate of the costs of the improvements (budget).
 - A description of the Method of Apportionment (assessment calculation).
 - A diagram of the district.



- An assessment of the estimated cost to each parcel.
 - An affidavit stating that a professional engineer has prepared the reports.
8. Upon completion of the draft Engineer's Reports provide to the City an electronic copy of the preliminary reports for review and comments on or before the date agreed upon in Task 2.
 9. After finalization of the reports with City staff, provide the City with an electronic copy of the Annual Engineer's Reports to be presented to the CSD Board of Directors at the scheduled meeting for adoption of the Resolution of Intention.
 10. At the City's request, prepare or review the resolutions to be adopted as part of the annual levy process, including but not limited to the Resolution Initiating Proceedings, the Resolution of Intention and the Resolution Confirming the Assessment Diagram and Ordering the Levy and Collection of Assessments for the fiscal year.
 11. Attend up to two (2) City staff meetings and two (2) City Council meetings (the meeting for adoption of the *Resolution of Intention* and public hearing).
 12. Prior to the scheduled public hearing, provide the City with two bound copies of each fully executed Engineer's Reports.
 13. Upon CSD Board of Director's adoption of the Annual Assessments, provide the City with an electronic copy (Excel file) of the assessment roll to be submitted to the County for placement on the annual property tax roll.
 14. Assist City staff with researching any assessment exceptions after receiving the County's parcel exceptions list. Update parcel number changes, then report the revised parcels and updated levy amounts to the City to be forwarded to the County. As necessary, Willdan will assist City staff with the preparation of additional County-required correspondences relating to the submittal, correction, or removal of assessments to the County tax roll.

Client Responsibilities

Willdan will rely on obtaining the following information from the City of Moreno Valley:

- Annual budget information, as well as estimated fund balances for landscaping and lighting operation, maintenance, and administration.
- Changes, modifications, or updates to the improvements described in the previous year's Engineer's Report.
- Reports, updated boundary/assessment diagrams and maps, data, or other information pertinent to this project (as needed).
- Publishing the public hearing notices in the local newspaper (as required by law), as well as the posting of these public hearing notices.
- Assist Willdan in obtaining pertinent development information (if needed).

The City of Moreno Valley acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City or their designees and that Willdan shall not be liable for any inaccuracies contained therein.



Cost Proposal

The not-to-exceed fees below reflect application of the scope of services. They are based on the effort that will be spent on average each year, and assume two (2) districts. As the work progresses, fees are payable on a *monthly* percentage-completion basis. The scope of service previously outlined and the corresponding fees below do not include services or fees related to the annexation of additional parcels or territories to the districts. Such services and fees will be addressed in a separate scope and fee proposal on a case by case basis. Additionally, costs associated with the purchase of data and maps from the Riverside County Assessor's Office are included in the fees listed below and will not be charged to the City. The annual administration fee for each succeeding year will be subject to an increase, which will not exceed the change in the annual Consumer Price Index (CPI) for the Los Angeles, Anaheim, Riverside, and San Bernardino areas, as calculated by the United States Department of Labor.

Services	No. of Parcels	Annual Fee
Lighting Maintenance District No. 2014-01	40,182	\$ 6,500
Landscape Maintenance District No. 2014-01	11,297	\$ 6,500

Reimbursable Expenses

Charges for meeting and consulting with the counsel, the City, or other parties regarding services not listed in the scope of work will be at our then-current hourly rates (see "Hourly Rates" section). In the event that a third party requests any documents, Willdan may charge such third party for providing said documents, in accordance with Willdan's applicable rate schedule.

Hourly Rates

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Title	Hourly Fee
Group Manager	\$ 210
Principal Consultant / Principal Engineer	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Assistant Analyst	75
Property Owner Service Representatives	55
Support Staff	50

**THIRD AMENDMENT TO AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY
CFD/LLD/LMD FORMATIONS**

The Third Amendment to the Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Willdan Financial Services, (a California corporation), hereinafter referred to as "Consultant." This Third Amendment to the Agreement as made and entered into becomes effective upon the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS," hereinafter referred to as "Agreement," dated February 10, 2014; and,

Whereas, the Consultant is providing Assessment Engineering and Special Tax Consulting Services; and,

Whereas, the Agreement was first amended on July 24, 2014 to modify the Scope of Services to: 1) amend the Rate and Method of Apportionment (RMA) for the Community Facilities District (CFD) 2014-01 (Maintenance Services) which separated the public landscaping maintenance and operation of the street lighting program tax rate areas and 2) removed services for the formation of channel maintenance CFD for Tract 32515; and,

Whereas the Agreement was subsequently amended on November 19, 2014 to further modify the Scope of Services to amend the RMA for CFD 2014-01 (Maintenance Services) to include tax rate areas for public landscape maintenance and operation of street lighting for commercial, industrial and multi-family developments and expanded the public landscape

maintenance tax rate areas for residential developments, as well as preparation of its future annexation area boundary map; and,

Whereas, it is desirable to amend the Agreement to expand the Scope of Services to be performed by the Consultant as is more particularly described in Section 1 of this Third Amendment and in the Consultant's Proposals attached hereto as "Exhibit A" and incorporated herein by this reference.

Whereas, it is desirable to amend the terms of payment of the Agreement to provide additional compensation for the expanded Scope of Services as more described in Exhibit A.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 Scope of Services: Amend the Agreement to expand the Scope of Services to include preparation of the: Assessment Engineer's Report for LMD 2014-01 and 2014-02 for the fiscal year 2015/16 property tax levy; Assessment Engineer's Report to annex Tract 27251 into LMD 2014-02 as Zone 09; and boundary maps for special financing districts and for consultation on special district engineering services.

1.2 Terms of Payment: Amend the terms of payment to increase the not exceed compensation by an additional \$34,500, increasing the total Agreement amount from \$76,995 to \$111,495, as summarized below:

3rd Amendment Scope of Services	Cost
LMD 2014-01 & 02 Annual Report Preparation for FY 2015/16	\$13,000
LMD 2014-02, Zone 09 Annexation for Tract 27251	\$8,500
Professional services (consultation and map preparation)	\$13,000
Proposed 3rd Amendment Costs	\$34,500
Agreement as Amended	\$76,995
Total Cost	\$111,495

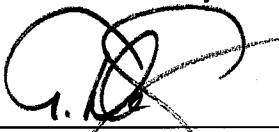
SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

By: 
City Manager

Date: 3.26.15

Willdan Financial Services

By: 

Mark J. Risco
Title: President and CEO

Date: February 27, 2015

INTERNAL USE ONLY

APPROVED AS TO FORM:


City Attorney

3.23.15
Date

By: 

Title: SECRETARY
(Corporate Secretary)

Date: 3/3/15

RECOMMENDED FOR APPROVAL:


Department Head

3/25/15
Date

Attachment: 3rd Amendment (2449 : SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX



February 17, 2015

Ms. Candace Cassel
Special Districts Division Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
Moreno Valley, California 92552

Via Email:
candacec@moval.org

RE: Letter Proposal to the City of Moreno Valley to Provide On-Call Services

Dear Ms. Cassel:

Willdan Financial Services ("Willdan") is pleased to present this letter proposal in regard to on-call services related to special district engineering services, including boundary map preparation. It is anticipated that on-call services will include Willdan's assistance with services falling outside of, or in addition to, the preparation of the annual report for FY 2015/16, conversion of specific CSD zones, and the formation of 1972 Act district zones and Community Facilities Districts (CFD).

As part of these services, Willdan proposes to prepare, as needed, the required boundary maps for the City's CFDs and/or formation/annexation proceedings for the 1972 Act districts, which meet the requirements of the applicable legislative statute. An electronic copy of the boundary map will be provided in PDF format for the City's review. Upon City's approval, Willdan will prepare and provide the final boundary map(s) for recordation at the County (as applicable).

We propose to provide on-call services, as are authorized by the City, for the not-to-exceed amount of \$13,000. These services will be billed at our then current hourly consulting rates, which are outlined below.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75

The fee associated with the preparation of a boundary map is \$450 for the first page and \$250 per additional page.

We appreciate this opportunity to continue to assist the City of Moreno Valley, and look forward to hearing from you. If you have any questions regarding our proposal, please contact me at (951) 587-3536 or via email at jmcguire@willdan.com.

Very truly yours,

WILLDAN FINANCIAL SERVICES

Jim McGuire, Principal Consultant
District Administration Services



February 12, 2015

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Re: Proposal to Provide Assessment Engineering Services to the City of Moreno Valley for the Conversion of Tract # 27251 to LMD 2014-02, Zone 9

Dear Ms. Cassel:

Per our prior discussion, the following outlines Willdan Financial Services' (Willdan) proposal to provide Assessment Engineering Services to the City of Moreno Valley for the annexation of Tract #27251, currently part of the Community Services District Zone D, to Landscape Maintenance District 2014-02, Zone 9.

We appreciate this opportunity to continue to serve the City and look forward to hearing from you. Please feel free to contact me directly at (951) 587-3536 or via email at jmcguire@willdan.com if you have any questions regarding the attached.

Sincerely,

Willdan Financial Services

A handwritten signature in black ink that reads 'Jim McGuire'. The signature is fluid and cursive, written over a light blue horizontal line.

Jim McGuire, Principal Consultant
 District Administration Services

Enclosure



Scope of Services

The following is Willdan Financial Services ("Willdan") scope of services to provide Assessment Engineering Services to the City of Moreno Valley ("City"). Willdan understands that the City wishes to convert Tract # 27251 from Community Services District (CSD) Zone D and annex this particular area to Landscape Maintenance District (LMD) 2014-02, which will establish Zone 9 within the LMD. We anticipate that the proposed assessments will result in an increase to the existing CSD Zone D assessments.

We want to ensure that our scope is responsive to the City's needs and specific circumstances. Willdan will work with the City to revise the tasks based on input prior to receipt of a notice to proceed, and as needed during the course of the project.

Work Plan

Task 1: Prepare Updated Property and Ownership Information

Using base electronic parcel information, for parcels in Tract # 27251, Willdan will update the parcel database with the County Assessor's Office secured roll data currently available to identify any parcel discrepancies and to incorporate updated property changes, proposed property development, and ownership and mailing information. This information will be enhanced through parcel research and specific information provided by the City. This data will then be incorporated into our model to update and fully develop the appropriate method of apportionment and assessments for each parcel. When finalized, this parcel specific data will be used to generate the assessment roll for the Engineer's Report. We will provide the City with a copy of this database.

Task 2: Develop the Improvement Budget

Willdan will work with City staff to identify and incorporate an accurate full cost recovery estimate for the improvements (including annual maintenance costs and utilities; foreseeable capital projects; and long-term replacement and rehabilitation costs). Recognizing that there is inherently some general benefit associated with landscaping and lighting, we will work with the City to clearly identify and separate those improvements and/or costs that are considered general benefit and those costs that may be assessed as special benefit.

Task 3: Developing the Assessments

Based on the findings and discussions of the previous tasks, Willdan will review the assessment amounts currently levied within Zone D to be converted, the cost allocation of the budgeted improvements, and the method of apportionment to be applied for the development of Zone 9 within LMD 2014-02 based on proportional special benefits.

Ultimately, the district structure, the budget, the method of apportionment, and assessments that are finalized with City staff will be incorporated into the Engineer's Report.



Task 4: Prepare Engineer's Report

In accordance with the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution (Proposition 218), Willdan will prepare a separate Engineer's Report for the assessments and modifications that will be presented to City Council, including the following items:

- Plans and specifications that describe the ongoing maintenance and operation of the landscaping/lighting to be maintained.
- Method of apportionment that outlines the special benefit conferred on properties within the proposed area to be annexed from the maintenance and the calculations used to establish each parcel's proportional special benefit assessment. As well as a description of the assessment range formula, if applicable, establishing the maximum assessment rate in subsequent fiscal years.
- The budget that outlines the costs and expenses to provide maintenance, including incidental expenses authorized by the 1972 Act.
- Assessment diagram that identifies the boundaries of the area to be annexed to LMD 2014-02.
- The assessment roll which contains each Assessor Parcel Number and their proportional maximum assessment.
- An affidavit stating the report has been prepared by a professional engineer.

Prior to the scheduled Intent Meeting, Willdan will provide the City with an electronic copy of the Engineer's Report for City staff review and comment. When finalized with City staff, a final electronic version and two hardcopies of the report will be provided to the City that the City Clerk may incorporate into the Council agenda package. The proposed assessment roll that is typically incorporated into the Engineer's Report may be provided to the City as a separate document or electronic file.

Task 5: Prepare Resolutions

Willdan anticipates that the following resolutions for this project will be drafted by the City's legal advisor.

- **Intent Meeting Resolutions:**
 - Resolution Initiating Proceedings, which calls for the preparation of the Engineer's Report; and
 - Resolution of Intention, which preliminarily approves the Engineer's Report; confirms the Board's intent to annex the territory to LMD 2014-02 and to levy assessments; sets the Public Hearing date; and calls for a property owner protest ballot for the proposed assessments.
- **Public Hearing Resolutions:**
 - Resolution declaring the results of the property owner balloting; and
 - Resolution approving the Engineer's Report, confirming the assessment diagram and assessments as approved, and ordering the levy and collection of assessments for the upcoming fiscal year.



Willdan will provide the City and/or legal counsel with data and information regarding the improvements and assessments that may be needed for preparation of the resolutions and staff reports. We will also be available to review and provide comments on the resolutions and staff reports as needed, prior to these documents being finalized for City Council action.

Task 6: Meetings and Support

The following are support services Willdan will provide to the City with respect to the assessment process.

- Attend the Intent Meeting and be available to answer questions regarding the Engineer's Report and Proposition 218.
- After the initial presentation to the City Council (Intent Meeting), if necessary, update the Engineer's Report to reflect changes ordered by the City Council prior to the Public Hearing.
- Attend the Public Hearing and as needed assist the City Clerk or their designee with the tabulation of the protest ballots.

In total, Willdan will attend up to two meetings for this engagement in performance of the outlined scope of work. It is anticipated that meeting attendance will include attendance at the Intent Meeting and Public Hearing.

Task 7: Mailing of Notices and Ballots

Utilizing sample notices and ballots previously used by the City for new or increased CSD charges (template to be provided by the City) and documentation Willdan has utilized previously for similar projects, we will prepare a draft of the notice and ballot to be mailed to each property owner. A draft copy will be sent to the City for review and comment by City staff and the City's legal counsel. Based on written comments and edits received, a final sample of the documents will be prepared and provided to the City, prior to the actual printing of the documents. At the City's request, Willdan will print and mail the approved notices and ballots.

It is anticipated that the text of the notice will be the same for each affected parcel and will not contain parcel specific information. The ballots however will be mail merged to reflect the specific assessment and ownership information for each affected property.

City Responsibilities

We will rely on being able to obtain the following information from the City of Moreno Valley, in order to perform the previously identified tasks.

- As needed, provide pertinent documentation and/or electronic files (including GIS shape files) associated with the maintenance, improvements, and budget information; as well as property development plans and tract information.
- Prepare internal memorandums, staff reports and other supporting documents necessary for City Council agendas.
- Arrange for any required publications notice of Council meetings or Public Hearings in the local newspaper.
- Review the draft Engineer's Report, resolutions, notice and ballot before the final documents are prepared for the Council packets and/or mailing. This review will most certainly include City staff but should be closely reviewed by the City's legal counsel. Requested changes shall be submitted to Willdan in writing.



The City of Moreno Valley acknowledges that Willdan shall rely upon the accuracy of the information provided by the City and the County and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Legal Opinions. In preparing the Engineer's Report and notice and ballot, Willdan will provide our professional expertise. Since we do not practice law, we ask that the City's legal counsel review the documents.

Attachment: 3rd Amendment (2449 : SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX



Fee for Services

Willdan will perform the tasks outlined within the Scope of Services section for the **not-to-exceed fee of \$8,500.**

Please note the following:

- Our fee will not be contingent on the outcome of the annexation proceedings.
- It is anticipated that since the number of notices and ballots to be mailed will be less than 200, our quoted fee includes mailing costs (printing, processing and postage).
- We will invoice the City monthly based on percentage of the project completion.

Willdan Hourly Rates

Fees quoted by Willdan will be based upon our hourly rates, which are identified below.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75
Property Owner Services Representative	\$55
Support Staff	\$50

Agreement for Professional Consultant Services
Annual Landscaping and Lighting District Administration Services
Engineer's Report



October 27, 2014

Ms. Candace Cassel
Special Districts Division Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
Moreno Valley, California 92552

Via Email
candacec@moval.org

Re: Proposal to Provide Annual Landscaping and Lighting District Administration Services to the Moreno Valley Community Services District (City)

Dear Ms. Cassel:

Per our discussion, the following outlines Willdan Financial Services' (Willdan) scope of services and fee to provide Annual Landscaping and Lighting Maintenance Assessment District Administration Services for Lighting Maintenance District No. 2014-01 and Landscaping Maintenance District No. 2014-02.

We appreciate this opportunity to continue to serve the City of Moreno Valley, and look forward to hearing from you. Please feel free to contact me directly at (951) 587-3536, or via email at jmcguire@willdan.com if you have any questions regarding the attached information.

Very truly yours,

WILLDAN FINANCIAL SERVICES

Jim McGuire, Principal Consultant
District Administration Services

Engineering and Planning | Energy Efficiency and Sustainability | Financial and Economic Consulting | National Preparedness and Interoperability
951.587.3500 | 800.755.6884 | fax: 951.587.3510 | 27368 Via Industria, Suite 110, Temecula, California 92590-4856 | www.willdan.com

Attachment: 3rd Amendment (2449) : SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX



Scope of Services

Landscaping and Lighting Assessment District Administration

As a part of this proposal for the annual update of the Engineer's Reports and annual assessment process for the City of Moreno Valley's Landscaping and Lighting Assessment Districts (Lighting Maintenance District No. 2014-01 and Landscaping Maintenance District No. 2014-02), Willdan Financial Services proposes to perform the following services:

1. Schedule an annual kick-off meeting with City staff to review the existing districts. Also identify and discuss changes to the districts for the upcoming fiscal year, including budget issues, possible annexations, modifications to the district improvements or service levels, as well as any legislative changes that may impact the districts.
2. Coordinate with City staff to establish the planned annual levy timeline, identifying key dates and timeframes for pertinent tasks throughout the levy process. This timeline may be adjusted (as needed) to address the City's scheduling requirements or proposed changes.
3. Review the district budgets provided by the City, and coordinate with City staff to assist with accurate cost-recovery accounting. Willdan will assist City staff in the preparation of the annual budget, and review the district budget to ensure the appropriate incorporation of maintenance contract costs, administrative expenses, material costs, capital costs, and other incidental costs. By this means, achieving maximum cost-to-benefit equity.
4. Maintain and update a parcel levy database by using parcel information from various sources. As new data becomes available, Willdan will continue to update the database and enhance data through parcel research using updated County secured roll information, the County parcel change database, County Assessor maps, various third-party resources, and specific information provided by the City (e.g., up-to-date map approval status, building permits, or certificate of occupancy data). Updates to the database will include those necessitated by the addition and/or removal of parcels, land subdivisions and merges, ownership and mailing address changes, and adjusted benefit unit information. This database will then become the source for the calculation of the annual assessments for the districts.
5. Utilize our MuniMagicSM software to calculate annual assessments (based upon assigned benefit) for parcels within the districts. This software is capable of handling complex assessment methodologies and formulas and calculating the annual assessments. The assessment information generated in MuniMagic can be easily exported to Microsoft Excel for the City and can also produce assessment files in the required format for submittal to the County Auditor/Controller's office.
6. Upon completion of the annual parcel and budget updates and review, provide the City with an electronic copy (Excel file) of the assessment roll to be incorporated into the Engineer's Reports for the City's review.
7. Prepare the Annual Engineer's Reports in accordance with the Landscaping and Lighting Act of 1972 and the provisions of California Constitution Article XIID (Proposition 218). These reports will include the following required items:
 - A general description of the district that may include key historical facts, zone designations, and discussion of district benefits.
 - A description of the plans and specification for the improvements (this may include a reference to documents on file at the City).
 - An estimate of the costs of the improvements (budget).
 - A description of the Method of Apportionment (assessment calculation).
 - A diagram of the district.

*Agreement for Professional Consultant Services
Annual Landscaping and Lighting District Administration Services
Engineer's Report*



- An assessment of the estimated cost to each parcel.
 - An affidavit stating that a professional engineer has prepared the reports.
8. Upon completion of the draft Engineer's Reports provide to the City an electronic copy of the preliminary reports for review and comments on or before the date agreed upon in Task 2.
 9. After finalization of the reports with City staff, provide the City with an electronic copy of the Annual Engineer's Reports to be presented to the CSD Board of Directors at the scheduled meeting for adoption of the Resolution of Intention.
 10. At the City's request, prepare or review the resolutions to be adopted as part of the annual levy process, including but not limited to the Resolution Initiating Proceedings, the Resolution of Intention and the Resolution Confirming the Assessment Diagram and Ordering the Levy and Collection of Assessments for the fiscal year.
 11. Attend up to two (2) City staff meetings and two (2) City Council meetings (the meeting for adoption of the *Resolution of Intention* and public hearing).
 12. Prior to the scheduled public hearing, provide the City with two bound copies of each fully executed Engineer's Reports.
 13. Upon CSD Board of Director's adoption of the Annual Assessments, provide the City with an electronic copy (Excel file) of the assessment roll to be submitted to the County for placement on the annual property tax roll.
 14. Assist City staff with researching any assessment exceptions after receiving the County's parcel exceptions list. Update parcel number changes, then report the revised parcels and updated levy amounts to the City to be forwarded to the County. As necessary, Willdan will assist City staff with the preparation of additional County-required correspondences relating to the submittal, correction, or removal of assessments to the County tax roll.

Client Responsibilities

Willdan will rely on obtaining the following information from the City of Moreno Valley:

- Annual budget information, as well as estimated fund balances for landscaping and lighting operation, maintenance, and administration.
- Changes, modifications, or updates to the improvements described in the previous year's Engineer's Report.
- Reports, updated boundary/assessment diagrams and maps, data, or other information pertinent to this project (as needed).
- Publishing the public hearing notices in the local newspaper (as required by law), as well as the posting of these public hearing notices.
- Assist Willdan in obtaining pertinent development information (if needed).

The City of Moreno Valley acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City or their designees and that Willdan shall not be liable for any inaccuracies contained therein.



Cost Proposal

The not-to-exceed fees below reflect application of the scope of services. They are based on the effort that will be spent on average each year, and assume two (2) districts. As the work progresses, fees are payable on a *monthly* percentage-completion basis. The scope of service previously outlined and the corresponding fees below do not include services or fees related to the annexation of additional parcels or territories to the districts. Such services and fees will be addressed in a separate scope and fee proposal on a case by case basis. Additionally, costs associated with the purchase of data and maps from the Riverside County Assessor's Office are included in the fees listed below and will **not** be charged to the City. The annual administration fee for each succeeding year will be subject to an increase, which will not exceed the change in the annual Consumer Price Index (CPI) for the Los Angeles, Anaheim, Riverside, and San Bernardino areas, as calculated by the United States Department of Labor.

Services	No. of Parcels	Annual Fee
Lighting Maintenance District No. 2014-01	40,182	\$ 6,500
Landscape Maintenance District No. 2014-01	11,297	\$ 6,500

Reimbursable Expenses

Charges for meeting and consulting with the counsel, the City, or other parties regarding services not listed in the scope of work will be at our then-current hourly rates (see "Hourly Rates" section). In the event that a third party requests any documents, Willdan may charge such third party for providing said documents, in accordance with Willdan's applicable rate schedule.

Hourly Rates

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Title	Hourly Fee
Group Manager	\$ 210
Principal Consultant / Principal Engineer	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Assistant Analyst	75
Property Owner Service Representatives	55
Support Staff	50

**SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES
CFD/LLD/LMD FORMATIONS
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY**

This Second Amendment to the Agreement by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City," and Willdan Financial Services, Inc., a California corporation, hereinafter referred to as "Consultant" is made and entered into effective on the date signed by the City.

ml
W

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR CFD/LLD/LMD FORMATIONS," hereinafter referred to as "Agreement," dated February 10, 2014 for the purposes of providing Assessment Engineering and Special Tax Consulting Services.

Whereas, a First Amendment to the Agreement was executed on July 24, 2014, to establish future annexation boundaries and amend the Rate and Method of Apportionment for Community Facilities District No. 2014-01 (Maintenance Services).

Whereas, it is desirable to amend the Agreement to expand the Scope of the Work to amend the RMA to include adding additional tax rate areas (for arterial street lights and extensive landscape maintenance), and as an option if directed by the City, preparation of the annexation map, and update to the boundary map, as more fully described in Consultant's Proposal, attached hereto as Exhibit "A".

Whereas, it is desirable to increase the not to exceed compensation amount by \$8,200, which includes \$5,500 to amend the RMA to add a tax rate area, \$2,000 for an additional tax rate area, and at the option and direction of the City, \$450 for preparation of the first page of the annexation map and \$250 for the boundary map.

Attachment: 2nd Amendment (2449 : SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX

SECOND AMENDMENT TO THE AGREEMENT
ASSESSMENT ENGINEERING AND SPECIAL TAX CONSULTING
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY

SECTION 1

1.1 Scope of Work. Amend the Scope of Work to include an amendment to the Rate and Method of Apportionment for CFD No. 2014-01 (Maintenance Services) as more fully described in Exhibit "A".

1.2 Terms of Payment. Amend the Terms of Payment to increase the not to exceed compensation from \$68,795 to \$76,995, an increase of \$8,200.

SECTION 2

2.1 Except as otherwise specifically provided in this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

SECOND AMENDMENT TO THE AGREEMENT
ASSESSMENT ENGINEERING AND SPECIAL TAX CONSULTING
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY

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

City of Moreno Valley

By: [Signature]
City Manager

Date: 11.19.14

Willdan Financial Services

By: [Signature]
Mark J. Risco
Title: President and CEO

Date: November 5, 2014

INTERNAL USE ONLY

APPROVED AS TO FORM:

[Signature]
City Attorney
11-18-14
Date

By: [Signature]
Kate Nguyen
Title: Secretary
(Corporate Secretary)
Date: November 5, 2014

RECOMMENDED FOR APPROVAL:

[Signature]
Department Head
11/18/14
Date

Attachment: 2nd Amendment (2449 : SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX

EXHIBIT "A"

Willdan's Proposal, dated October 27, 2014

October 27, 2014

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Via Email:
candacec@moval.org

RE: Letter Proposal to the City of Moreno Valley to Perform RMA Amendment and CFD Annexation Services for CFD 2014-01

Dear Ms. Cassel:

Willdan Financial Services ("Willdan") is pleased to present this letter proposal to amend the Rate and Method of Apportionment (RMA) and provide Community Facilities District (CFD) annexation services for CFD 2014-01. The following contains Willdan's proposed scope of services and budget.

Scope of Services

Outlined below are the steps necessary to amend the RMA for the CFD and to annex property into the CFD. Willdan understands that the City's legal counsel will create the applicable legal documents associated with this amendment. We further understand that the City will request the RMA to be amended from time to time, as needed. These documents include resolutions, public hearing notice and election materials.

Scope of Work for Developing an Amended RMA for Existing Services

From time to time, the proposed annexation of new territory and developments to the CFD may warrant an amendment to the RMA to properly address the Special Tax Rate and/or method of apportionment for existing services that will be provided for new developments. As necessary, based on the existing improvement areas, funded services and maintenance, and proposed development(s), Willdan will perform the following tasks related to amending the RMA for existing services within CFD 2014-01 resulting from new or anticipated development and annexations.

a. Research

- 1) Gather and research development specific information that may facilitate an amended RMA for the existing CFD services and improvements being funded (including the type of developed property, its proposed uses, services and improvement to be provided, and the boundaries of the affected parcels).
- 2) Work with City staff to develop and identify the anticipated full cost recovery budget and revenues that will be needed to fund the improvement and services being addressed by the amended RMA.
- 3) Create a database of parcels within the boundaries of the affected parcels, with appropriate land use and property ownership fields.

- 4) Develop a modified CFD special tax methodology and rate (RMA model) that addresses the specific improvements, property types and revenue needs associated with the proposed developments (annexation territory) that is not covered or adequately addressed in the current CFD structure and RMA.

b. Prepare an Amended Rate and Method of Apportionment of Special Tax

Willdan will prepare an amended RMA of Special Tax for the Resolution of Consideration.

Based on the preceding research, the affected parcel(s), improvement areas and services to be funded, and funding needs (revenues to be generated), Willdan will prepare the amended RMA of Special Tax for the Resolution of Consideration. To ensure that all considerations have been addressed, the proposed amended RMA will be discussed with the City.

c. Intent Meeting/Public Hearing/Meeting Attendance

Willdan will attend the Intent Meeting and Public Hearing, in order to be available to answer questions associated with the annexation process. We will also attend up to one additional meeting.

Scope of Work for Developing an Amended RMA for New Services

If the proposed annexation of new territory and developments to the CFD warrant an amendment to the RMA to address new improvement types and/or services, or the City desires to expand the type of improvements and services currently addressed by the CFD Special Tax and method of apportionment, Willdan will perform the following tasks related to amending the RMA to incorporate those new improvements and/or services into CFD 2014-01.

a. Research

- 1) Gather and research development and improvement specific information that will be needed to prepare and facilitate an amended RMA for the new CFD services and improvements to be funded (including the type of developed property, its proposed uses, services and improvement to be provided, and the boundaries of the affected parcels).
- 2) Work with City staff to develop and identify the anticipated full cost recovery budget and revenues that will be needed to fund the improvement and services being addressed by the amended RMA.
- 3) Create a database of parcels within the boundaries of the affected parcels, with appropriate land use and property ownership fields.
- 4) Develop a modified CFD special tax methodology and rate (RMA model) that addresses the specific improvements, property types and revenue needs associated with the proposed developments (annexation territory) that will trigger the CFD structure and RMA modification.

b. Prepare an Amended Rate and Method of Apportionment of Special Tax

Willdan will prepare an amended RMA of Special Tax for the Resolution of Consideration.

Based on the preceding research, the affected parcel(s), the proposed improvements and services to be funded, and the anticipated funding needs (revenues to be generated), Willdan will prepare the amended



RMA of Special Tax for the Resolution of Consideration. To ensure that all considerations have been addressed, the proposed amended RMA will be discussed with the City.

c. Intent Meeting/Public Hearing/Meeting Attendance

Willdan will attend the Intent Meeting and Public Hearing, in order to be available to answer questions associated with the annexation process. We will also attend up to one additional meeting.

Scope of Work for Annexation Services Utilizing Existing RMA

Willdan will perform the following tasks to annex parcels into the City's CFD using the existing RMA.

a. Project Kick Off to Resolution of Intention

1) Project Kick-off

Following receipt of the City's authorization to proceed, we will discuss the annexation process and timeline with City staff, and identify any additional documents or information that may be needed. At the City's discretion, this discussion may include the developer/landowner and/or their representatives. As needed throughout the project, we will coordinate with City staff and as needed, with the developer(s), their consultant(s) and other outside agencies that may be directly involved in the project, to gather required information for the annexation proceedings.

- 2) Prepare boundary map of the proposed annexation area that meets the requirements of the Community Facilities Act. An electronic copy of the final boundary map will be provided in PDF for the City's review.
- 3) Review the resolution approving the boundary map and resolution of intention.
- 4) Once the map has been approved by City Council, Willdan will provide the amended CFD boundary map for recordation at the County.
- 5) Willdan will provide the City with an updated CFD boundary map showing the entire annexation for the City's records.

b. Review of Annexation Documents

- 1) Review Consent and Waiver forms, property owner ballots, and Public Hearing resolutions.

The required noticed publication of Public Hearing in the local newspaper is the responsibility of the City Clerk.

- 2) Review Notice of Special Tax Lien.

c. Intent Meeting/Public Hearing/Meeting Attendance

- 1) Willdan will attend the Intent Meeting and Public Hearing, in order to be available to answer questions associated with the annexation process. We will also attend up to one additional meeting.

Client Responsibilities

Willdan will rely on being able to obtain the following information from the City or the developer(s):

- Contact information for the developer/property owner, and specific contact person who will execute the petition, consent & waiver, and ballot documents.
- A listing of the properties to be included in the annexation area.



Ms. Candace Cassel, City of Moreno Valley

Letter Proposal to Perform RMA Amendment and CFD Annexation Services for CFD 2014-01

October 27, 2014

Page 4

- Information regarding current zoning, existing land uses, and proposed property development, as required.
- Timing of anticipated building permit issuance and home sales.
- Either electronically or in hard copy, various maps or diagrams of the new development, improvements, or surrounding properties as needed.
- As needed, assist with obtaining pertinent development information from the developer.
- Review and approve the draft reports and resolutions before the final documents are prepared for the Council packets. This review is typically performed by the City Attorney. Requested changes shall be submitted to Willdan in writing.

The City acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City, the County and developers and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Budget

Based on our proposed Scope of Services, we propose the following fee schedule. These fees and rates are subject to an annual increase, which will not exceed the most recent change in the annual Consumer Price Index (CPI) for the "All Urban Consumers" Los Angeles – Anaheim – Riverside – San Bernardino region, as calculated by the United States Bureau of Labor Statistics.

Scope of Services Fee Schedule	
RMA Amendment for Existing Services (Tasks a, b, and c)	\$5,500 plus \$2,000 per RMA amendment scenario
RMA Amendment for New Services (Tasks a, b, and c)	\$9,500 plus \$2,000 per RMA amendment scenario
Annexation Utilizing Existing RMA (Tasks a and b)	\$7,500
Annexation with RMA Amendment	\$9,500 plus \$2,000 per RMA amendment scenario
Additional Meetings (Board, Staff, Committee, etc.)	\$200 per hour, \$600 minimum
Preparation of Annexation Map and Update of Boundary Map	\$450 for first page, \$250 per additional page

Please note:

- Our fee will not be contingent upon the outcome of the annexation process.
- The City will be billed monthly on a percentage of project completion basis.
- Our fees include all direct expenses associated with this service.



Ms. Candace Cassel, City of Moreno Valley

Letter Proposal to Perform RMA Amendment and CFD Annexation Services for CFD 2014-01

October 27, 2014

Page 5

Additional Services

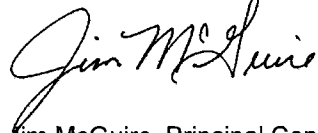
Additional services may be authorized by the City and will be billed at our then current hourly consulting rates. Our current hourly rates are:

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75

We appreciate this opportunity to assist the City of Moreno Valley, and look forward to hearing from you. If you have any questions regarding our proposal, please contact me at (951) 587-3536 or via email at jmcguire@willdan.com.

Very truly yours,

WILLDAN FINANCIAL SERVICES



Jim McGuire, Principal Consultant
District Administration Services



**FIRST AMENDMENT TO AGREEMENT
FOR
CONSULTANT SERVICES
CFD/LLD/LMD FORMATIONS
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Willdan Financial Services, Inc., (a California corporation), hereinafter referred to as "Consultant." This First Amendment to Agreement as made and entered into becomes effective upon the date signed by the City.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR CFD/LLD/LMD FORMATIONS," hereinafter referred to as "Agreement," dated February 10, 2014.

Whereas, the Consultant is providing Assessment Engineering and Special Tax Consulting Services.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated April 16, 2014 for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A-First Amendment" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 Exhibit "A" to the Agreement is hereby amended to cease completion of CFD formation for tract 32515 due to termination of formation of district. Actual fees incurred and

payable to Consultant for services performed prior to termination equal \$2,295, reducing the "Not-to-Exceed" fee by \$12,205.

1.2 Exhibit "A" to the Agreement is further amended to include Exhibit A to this First Amendment, which identifies the work plan, objectives, deliverables and timeline Consultant will be responsible to adhering to in the course of establishing CFD 2014-01, Annexation No.1 and includes Consultant's revised reduced fee amount of \$8,000.

1.3 Exhibit "C" to the Agreement is hereby amended by adding to the "TERMS OF PAYMENT" the fixed fee cost of \$8,000 as proposed by Consultant to perform services and provide deliverables associated with CFD 2014-01, Annexation No. 1 as described in Exhibit A to this First Amendment.

1.5 The total "Not-to-Exceed" fee for this Agreement is \$68,795 for the First Amendment to Agreement, representing \$73,000 for the original Agreement, less \$12,205 for termination of formation of CFD for tract 32515, plus an increase of \$8,000 for Annexation No. 1 to CFD 2014-01.

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT FOR ASSESSMENT ENGINEERING AND SPECIAL TAX CONSULTING
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY

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

City of Moreno Valley

By: [Signature]
City Manager

Date: 7.23.14

Willdan Financial Services

By: [Signature]
Mark J. Risco

Title: President and CEO

Date: July 16, 2014

INTERNAL USE ONLY

APPROVED AS TO FORM:

[Signature]
City Attorney

July 22, 2014
Date

By: [Signature]

Title: Secretary
Kate Nguyen
(Corporate Secretary)

Date: July 17, 2014

RECOMMENDED FOR APPROVAL:

[Signature]
Department Head

7/22/14
Date

Attachments: Exhibit A

Attachment: 1st Amendment (2449 : SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX



April 16, 2014

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Re: Scope of Services and Fee for CFD 2014-1, Annexation No. 1

Dear Ms. Cassel;

The following outlines Willdan Financial Services (Willdan) scope of services and fee to assist with the CFD 2014-1, Annexation No. 1.

Willdan Financial Services appreciates this opportunity to continue to serve the City of Moreno Valley. If you have any questions regarding this proposal, please contact me directly at (951) 587-3546 or via email to SMedina@willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES

A handwritten signature in black ink, appearing to read 'Susana Medina', is written over the typed name.

Susana Medina, Project Manager
 District Administration Services

EMAILED

Attachment: 1st Amendment (2449 : SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX



Scope of Work

Below, Willdan has prepared a detailed work plan that addresses objectives and deliverables. Willdan will coordinate with City staff and City's legal counsel for each required task.

Kick Off to Resolution of Intention

Following receipt of the City's authorization to proceed, we will discuss the annexation process with City staff, and identify additional documents or information that may be needed. At the City's discretion, this discussion may include the developer/landowner and/or their representatives. As needed throughout the project, we will coordinate with City staff and directly with developers, their consultants and other outside agencies involved in the project, to gather required information for the annexation proceedings.

Willdan will prepare or review the necessary resolution.

Willdan will prepare the annexation boundary maps of the proposed Annexation No. 1 and future annexation area that meets the requirements of the Community Facilities Act. An electronic copy of the final boundary map will be provided in PDF, as well as the required hardcopies for recordation at the County.

Resolution of Intention to Public Hearing

Willdan will prepare the following documents: consent and waiver forms; notices, ballots, and prepare or review the resolution for the Public Hearing.

The required noticed publication of Public Hearing in the local newspaper is the responsibility of the City Clerk.

Willdan will prepare or review the Notice of Special Tax Lien.

Willdan will coordinate the recordation of the Notice of Special Tax Lien after successful annexation to the CFD. The list of parcels included in the annexation area will be provided to the City in the appropriate format.

RMA Amendment

Willdan will amend the Rate and Method of Apportionment of Special Tax (RMA) as necessary to account for any needed additions to cover Annexation No. 1 requirements.

Public Hearing/Meeting attendance

Willdan will attend the Intent Meeting and Public Hearing, as well as up to two additional meetings. Conference calls are unlimited.

Client Responsibilities

Willdan will rely on being able to obtain the following information from the City or the developer(s):

- Information regarding current zoning, existing land uses, and proposed property development, as required.
- As necessary, a copy of the City's Goals and Policies with regard to the formation of CFDs.
- Either electronically or in hard copy, various maps or diagrams of the new development, improvements, or surrounding properties as needed. These maps and diagrams may include development boundary maps, general plan maps, improvement plans, zoning maps, assessor parcel maps, subdivision maps, or related development diagrams.
- As needed, assist with obtaining pertinent development information from the property owner/developer.





- Review and approve the draft reports and resolutions before the final documents are prepared for the Council packets. This review is typically performed by the City Attorney. Requested changes shall be submitted to Willdan in writing.
- The City acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City, the County and developers and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Legal Opinions

In preparing the resolutions, petitions, consent and waiver documents and the notices and ballots, Willdan will provide our professional expertise. Since we do not practice law, we ask that your City Counsel review and approve the documents. We will assist your attorney in identifying any pertinent legal issues.





Fees for Services

Based on our work plan, we propose a **fixed fee of \$10,000.**

Please note:

- Our fee will **not** be contingent upon the outcome of the annexation process.
- The City will be billed on a ***monthly*** percentage-completion basis.
- Our fees **include all direct expenses** associated with this service.

Additional Services

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Willdan Financial Services Hour Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Assistant Analyst	\$75



Candace Cassel

From: Susana Medina <medins@willdan.com>
Sent: Thursday, April 17, 2014 11:24 AM
To: Jennifer Terry
Cc: Jim McGuire; Candace Cassel
Subject: RE: Moreno Valley CFD Annexation No. 1

Hi Terry:

We can reduce the fee to \$8,000 if we are not preparing those documents. Would you like us to review them or just go with what is provided?

-Susana Medina

From: Jennifer Terry [<mailto:jennifert@moval.org>]
Sent: Wednesday, April 16, 2014 5:32 PM
To: Susana Medina
Cc: Jim McGuire; Candace Cassel
Subject: RE: Moreno Valley CFD Annexation No. 1

How would the cost you provided vary if certain documents (resolutions, consent and waiver, notice, ballot, and notice of special tax lien) were prepared by others?

Jennifer A. Terry
 Management Analyst | City of Moreno Valley

p: 951.413.3505 | e: jennifert@moval.org | w: www.moval.org

14331 Frederick Street, Suite 2, Moreno Valley CA 92553

From: Susana Medina [<mailto:medins@willdan.com>]
Sent: Wednesday, April 16, 2014 1:27 PM
To: Candace Cassel; Jennifer Terry
Cc: Jim McGuire
Subject: Moreno Valley CFD Annexation No. 1

Hello Candace and Jennifer:

Attached please find the proposal for Annexation No. 1 into CFD 2014-1 and the revised timeline, which can be modified to your preference.

Please let me know when you'll like to schedule a kickoff for this project.

Thank you,

Susana Medina
 Project Manager

Willdan Financial Services
Celebrating 50 years of service

27368 Via Industria, Suite 110

Temecula, California 92590
T. 951.587.3546 800.755.6864
F. 951.587.3510 888.326.6864

Attachment: 1st Amendment (2449) : SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY
CFD/LLD/LMD FORMATIONS**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Willdan Financial Services, Inc., a (California corporation) 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 Assessment Engineering and Special Tax Consulting services for the purpose of forming certain Community Facility Districts (CFDs), Local Lighting Districts (LLDs) and Landscape Maintenance Districts (LMDs) 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" (Consultant's Proposal) attached 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.

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as Assessment Engineering and Special Tax Consulting Services.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "A" attached hereto and incorporated herein by this reference.

3. The City's responsibility is described on Exhibit "B" attached hereto and incorporated herein by this reference.

4. The Consultant shall provide Assessment Engineering and Special Tax Consulting Services in accordance with the agreed upon timelines for all work necessary to form each of the Districts as described within Consultant's scope of services. The formation of the CFD for Tract 32515, as described in Exhibit A, is contingent upon the City's receipt of developer funds to finance CFD district formation.

PAYMENT TERMS

5. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$73,000 plus mailing costs in accordance with the payment terms provided on Exhibit "C" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant will perform the work as described on and in accordance with the schedule set forth on Exhibit "A" attached hereto providing however, that the timeline for the maintenance CFD relating to Tract 32515 will be dependent upon the developer's deposit of funds

*Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)*

with City to cover formation costs. The City will provide Consultant written authorization to proceed once funding is available, and the proposed timeline will be adjusted accordingly.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (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

11. 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.

12. The Consultant may also retain or subcontract for the services of other necessary

*Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)*

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.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, the Housing Authority, and CSD, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and CSD's employees and all claims

*Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)*

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, the Housing Authority and CSD, their officers, agents or employees, or its subcontractor(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 Consultant, its officers, agents, or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omissions Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

*Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)*

	<u>General Liability</u>
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' 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 Consultant and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement

*Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)*

evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) 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, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this general liability 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, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above 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 said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

*Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)*

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Chief Financial Officer of the City or their 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.

(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.

20. (a) The City may terminate this Agreement without fault on the part of the Consultant by giving at least ten (10) days written notice to the Consultant. 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

*Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)*

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. Such termination may be effective immediately.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. 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.

22. 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, 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.

23. 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.

24. 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

*Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)*

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.

25. 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.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. 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.

28. 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.

SIGNATURE PAGE FOLLOWS

Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)

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

City of Moreno Valley

BY:



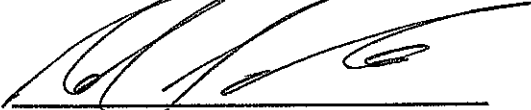
City Manager

2.10.14

Date

Willdan Financial Services

BY:




Mark J. Risco

TITLE: President and CEO

January 3, 2014

Date

BY:



Kate Nguyen

TITLE: Secretary

1/16/14

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:



City Attorney

2-6-14

Date

RECOMMENDED FOR APPROVAL:



Department Head

2/6/14

Date

Attachment: Original Agreement (2449 : SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX

EXHIBIT A

SCOPE OF SERVICES



November 4, 2013

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Re: *Scope and Fee to Provide Assessment Engineering and Special Tax Consulting Services to the City of Moreno Valley*

Dear Ms. Cassel:

Per our prior discussion, the following outlines Willdan Financial Services' (Willdan) scope of services and fee to provide Assessment Engineering and Special Tax Consulting Services to the City of Moreno Valley.

We appreciate this opportunity to continue to serve the City and look forward to hearing from you. Please feel free to contact Mr. Jim McGuire, Senior Project Manager, directly at (951) 587-3536 or via email at jmcguire@willdan.com if you have any questions regarding our proposal.

Sincerely,

Willdan Financial Services

Gladys Medina
 Vice President – Group Manager

Enclosure

Attachment: Original Agreement (2449 : SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX

Scope of Services

The following is Willdan Financial Services ("Willdan") scope of services to provide Assessment Engineering and Special Tax Consulting Services to the City of Moreno Valley ("City").

We want to ensure that our scope is responsive to the City's needs and specific circumstances. Willdan will work with the City to revise the tasks based on input prior to receipt of a notice to proceed, and as needed during the course of the project.

Engineering Services for New Assessment Districts

Task A.1: Prepare Updated Property and Ownership Information

Using base electronic parcel information, assessment data and the current CSD Zone structure, Willdan will update the parcel database with the County Assessor's Office secured roll data currently available to identify any parcel discrepancies and to incorporate updated property changes, as well as ownership and mailing information. This information will be enhanced through parcel research and specific information provided by the City. This data will then be incorporated into our model to update and fully develop the appropriate method of apportionment and assessments for each parcel. When finalized, this parcel specific data will be used to generate the assessment roll for the Engineer's Report. We will provide the City with a copy of this database.

Task A.2: Develop the District Budget

Willdan will work with City staff to identify and incorporate an accurate full cost recovery estimate for the improvements (including annual maintenance costs and utilities; foreseeable capital projects; and long-term replacement and rehabilitation costs). Recognizing that there is inherently some general benefit associated with landscaping and lighting, we will work with the City to clearly identify and separate those improvements and/or costs that are considered general benefit and those costs that may be assessed as special benefit.

Furthermore, since the assessment amount will mirror that currently assessed by the Zone being converted, we will identify the funded and unfunded costs associated with the improvements provided. These amounts will be documented in the Engineer's Report.

Task A.3: Developing the Assessments

Based on the findings and discussions of the previous tasks, Willdan will review the assessment amounts currently levied within the applicable Zone to be converted, as well as the cost allocation of the budgeted improvements, and the method of apportionment to be applied based on proportional special benefits.

As a working tool for the City once we have completed the assessment scenarios, Willdan will prepare and distribute a Summary Memorandum of the proposed assessments. This document will outline and summarize the proposed assessment rates and assessment revenues by land use classification and zone based on an estimate for the full cost recovery budget. This memorandum will serve as a tool in formulating the initial public outreach efforts. Ultimately, the district structure, the budget, the method of apportionment, and assessments that are finalized with City staff will be incorporated into the Engineer's Report.

Task A.4: Prepare Engineer's Report

In accordance with the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution (Proposition 218), Willdan will prepare the Engineer's Report for the assessments and modifications (if applicable) that will be presented to City Council, including the following items:

- Plans and specifications that describe the ongoing maintenance and operation of the landscaping/lighting to be maintained.
- Method of apportionment that outlines the special benefit conferred on properties within the proposed district from the maintenance and the calculations used to establish each parcel's proportional special benefit assessment. As well as a description of the assessment range formula, if applicable, establishing the maximum assessment rate in subsequent fiscal years.
- The budget that outlines the costs and expenses to provide maintenance, including incidental expenses authorized by the 1972 Act.
- Assessment diagram that identifies the boundaries of the proposed district.
- The assessment roll which contains each Assessor Parcel Number and their proportional maximum assessment.
- An affidavit stating the report has been prepared by a professional engineer.

Prior to the scheduled Intent Meeting, Willdan will provide the City with an electronic copy of the Engineer's Report for City staff review and comment. When finalized with City staff, a final electronic version and two hardcopies of the report will be provided to the City that the City Clerk may incorporate into the Council agenda package. The proposed assessment roll that is typically incorporated into the Engineer's Report may be provided to the City as a separate document or electronic file.

Task A.5: Prepare Resolutions

Willdan anticipates drafting the following resolutions for City review and implementation:

- **Intent Meeting Resolutions:**
 - Resolution Initiating Proceedings, which calls for the preparation of the Engineer's Report (this resolution could be adopted at an earlier Council Meeting if desired); and
 - Resolution of Intention, which preliminarily approves the Engineer's Report; confirms the proposed assessments outlined in the Report; and sets the Public Hearing date.

▪ **Public Hearing Resolutions:**

- Resolution approving the Engineer's Report; and
- Resolution confirming the assessment diagram and assessments as approved, and orders the levy and collection of assessments for the upcoming fiscal year.

Willdan will provide the draft resolutions to City staff prior to the City Council agenda deadline for review and comment. All draft resolutions should be reviewed by the City Attorney for form and content prior to finalizing these documents for City Council action.

Task A.6: Meetings and Support

The following are support services Willdan will provide to the City with respect to the assessment process:

- Attend the City Council Intent Meeting and be available to answer questions regarding the Engineer's Report and Proposition 218.
- At the City's request, Willdan will review and comment on the staff reports prepared by the City in connection with the proposed assessment proceedings (Intent Meeting and Public Hearing staff reports).
- After the initial presentation to the City Council (Intent Meeting), if necessary, update the Engineer's Report to reflect changes ordered by the City Council prior to the Public Hearing.

In total, Willdan will attend up to three meetings for each formation in performance of the outlined scope of work. It is anticipated that meeting attendance will include two City Council meetings (the Intent Meeting and Public Hearing) and one Finance Subcommittee meeting, if requested.

Task A.7: Mailing of Notices

It is anticipated that initially new assessment districts will be formed to replace the current CSD Zone B and Zone E charges without increasing assessments. While such a change will not trigger a Proposition 218 ballot proceeding, we anticipate that the City will opt to mail notices of the public hearings to the affected property owners, although the law does not specifically address this type of noticing.

Willdan will prepare a draft of the Notice to be mailed to each property owner. A draft copy will be sent to the City for review and comment by City staff and/or the City Attorney. Based on written comments and edits received, a final sample of the document will be prepared and provided to the City, prior to the actual printing of the documents. At the City's request, Willdan will print and mail the approved notices. The cost associated with this task will be in addition to the quoted fees for services.

It is anticipated that the text of the Notice will be the same for each affected parcel and will not contain parcel specific information. The Notice will also likely include general zone information.

City Responsibilities

We will rely on being able to obtain the following information from the City of Moreno Valley, in order to perform the Assessment Engineering Services identified above.

- Provide GIS shape files identifying the location of the applicable lighting and landscaping.
- As needed, provide pertinent documentation associated with the maintenance, improvements, and budget information including, but not limited to, estimated cost variances between City owned versus Edison owned lights (if applicable), capital expenditures to be funded by the assessments, City overhead, available funding from other sources that may be used to offset costs, as well as any legal opinions or comments associated with this project.
- Prepare internal memorandums, staff reports and other supporting documents necessary for City Council agendas.
- Arrange for any required publications notice of Council meetings or Public Hearings in the local newspaper.
- Review the draft reports and resolutions before the final documents are prepared for the Council packets. This review will most certainly include City staff but should be closely reviewed by the City's legal counsel. Requested changes shall be submitted to Willdan in writing.
- Provide copies of current contracts associated with landscaping and lighting, in order to utilize actual numbers for budgeting purposes.

The City of Moreno Valley acknowledges that Willdan shall rely upon the accuracy of the information provided by the City and the County and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Legal Opinions. In preparing the Engineer's Report and resolutions, Willdan will provide our professional expertise. Since we do not practice law, we ask that your City attorney, or other designated counsel, review the documents. We will assist your attorney in identifying any pertinent legal issues.

Special Tax Consulting for New Maintenance CFDs

If determined that the formation of a Community Facilities District (CFD) is a more viable option than the formation of an assessment district outlined below are the associated tasks.

Task B.1: Review the City's Goals and Policies

Willdan will review the City's existing CFD Goals and Policies, and identify possible modifications or areas for discussion with the City and finance team.

Willdan will consult with City staff to identify policy objectives for the CFD formation. We will provide the City the benefit of our experience throughout the state with CFD formations, and discuss with staff any possible enhancements to the existing Goals and Policies to ensure the feasibility of the CFD.

Task B.2 Preliminary Tax Spread Analysis and Development of Tax Methodology

A preliminary pro forma of the CFD's revenues and estimated expenses (based upon preliminary estimates, as available) will be presented for evaluation and discussion. We will construct a special tax analysis that will be designed to identify the special tax revenue that can be generated from various types of property proposed for the district. The analysis will incorporate proposed uses and we will utilize pricing and market data to determine proposed tax burdens. Also, with the City's guidance, we will assure that

the tax burden associated with this proposed CFD does not exceed the overall effective tax rate indicated in the City's Goals and Policies. The analysis will be based upon available product mix data, market research, discussions with property owners and developers, as well as with the City. Once we complete the special tax revenue projection, we will use this to create the special tax methodology that will be included in the Rate and Method of Apportionment (RMA). The maximum proposed special taxes will be designed to generate sufficient revenue to meet CFD objectives and fairly tax expected properties consistent with established development requirements and policies.

Based on gathered information, Willdan will begin to prepare a preliminary special tax evaluation. As appropriate, an overlapping tax analysis and maximum special tax coverage computations may be included. If required, the analysis will incorporate multiple improvement areas. As necessary, we will prepare calculations from our database, including:

- Special tax runs identifying maximum expected special tax coverage; and comparing maximum special tax rates, to the necessary estimated amount to pay operating and maintenance costs for improvements, including scenarios identifying the impact of an escalating special tax (if appropriate).
- Development-to-special tax computations for each parcel or development area, and (if necessary) differentiating between developed and undeveloped properties.
- Effective tax rate schedules denoting projected parcel tax rate resulting from the new special tax.

If requested, Willdan will prepare multiple spreads that are based upon different maintenance/improvement assumptions. If there is not sufficient revenue to cover each of the proposed services/improvements, we will suggest alternative approaches. Willdan will also develop special tax categories for property types within the CFD.

The tax rates will also be set in conjunction with an evaluation of what is supportable and acceptable for the development project, and within the area as a whole.

Develop the special tax structure for the RMA based on the boundaries of the CFD, improvements and maintenance to be funded, proposed development, and effective tax rate limitations. An analysis will be required to determine an equitable spread of the overall burden, taking into account the nature of the improvements and the area that they will serve.

Task B.3: Rate and Method of Apportionment of Special Tax

An RMA of Special Tax will be prepared and, if necessary, will include improvement areas and/or tax zones. By this means, maintenance costs for properties within the CFD will be equitably apportioned. The RMA will clearly describe the special tax methodology developed in the preceding step, the associated definitions, priority and method by which properties in the CFD will be taxed, the special tax rates for each property type, and contain all other information (as required) by the Mello-Roos Community Facilities Act of 1982.

Willdan will prepare the boundary map that will eventually be recorded along with the Notice of Special Tax, as well as prepare necessary documents for the City Council meeting to adopt the Resolution of Intention, including the petition, RMA, and map. We can also provide draft or sample Resolution of Intention documents for review by the City Attorney or designated legal counsel.

Task B.4: Community Facilities District Report

Willdan will prepare a preliminary CFD Report that includes a description of the improvements and maintenance to be funded, related cost estimates, incidental expenses, the RMA, and other information necessary to meet the requirements of the Mello-Roos Community Facilities Act. Willdan will present the CFD Report to the City Council and field questions received at the Public Hearing. The CFD Report will include the following components:

- A description of the proposed services to be funded;
- Cost estimates for maintenance and improvements; and
- A projection and explanation of the annual special tax rates by special tax classification for each year that services are funded.

Task B.5: Document Review and Preparation

For the City's review and comment, Willdan will prepare drafts of the required resolutions, petitions, Consent and Waiver documents, and notices/ballots. As we do not practice law, we ask that your attorney, or other designated counsel, review the documents. We will, however, assist your attorney in identifying pertinent legal issues and modifications necessary before the documents are implemented. If the City is unable to garner 100 percent consent waiver from the affected property owners and a regular special tax election is required, the City attorney will be responsible for preparing and coordinating the required impartial analysis and ballot arguments.

After successful formation of the CFD, Willdan will then coordinate the recordation of the "Notice of Special Tax Lien."

In total, Willdan will attend up to three meetings per formation: two City Council meetings to present the Resolution of Intention, Resolution of Formation, and the Public Hearing; and one Finance Subcommittee meeting, if requested.

City Responsibilities

- Willdan shall rely on obtaining from the City the following information:
- Copy of the City's current CFD Goals & Policies.
- Information regarding property to be included in the CFD formation and potential future annexation areas.
- Information regarding tax rates to be imposed on development in accordance with negotiated agreements between the City and various developers.
- Detailed development or property information for proposed CFD boundaries, including GIS maps of proposed project area (if applicable).
- Information regarding services to be provided and their related cost estimates.
- Property owner information (as needed).

Fee for Services

We will provide Assessment Engineering and Special Tax Consulting Services for the price ranges presented below. These fee ranges are based upon a typical special district formation project.

City of Moreno Valley Fee for Services	
Facilities Community Facilities District	\$18,500 – \$35,000
Maintenance or Service Community Facilities District	\$14,500 – \$26,500
Assessment Maintenance District	\$13,500 – \$27,500

A not-to-exceed fee will be provided when a specific formation project has been identified. In order to accurately quote the project, the following elements will need to be provided:

- Estimated project timeline;
- Development type (i.e. residential, commercial, retail, etc.);
- The location, extent and nature of the improvements (or services) to be funded;
- Availability of cost information related to the improvements to be funded, or the extent to which Willdan will assist in developing these estimates;
- Mix and pricing of products within each type of development;
- Number of meetings anticipated, and level of effort for stakeholder outreach and communication; and
- Information regarding potential phasing of bond issuances for larger bond amounts.

Please note the following:

- Our not-to-exceed fees are based on an hourly basis.
- ***Our fee will not be contingent on the outcome of the formation of the special district.***
- Our fees above do not include mailing costs (printing, processing and postage) for any notices and/or ballots. These costs are estimated at \$1.00 per parcel for each mailing. Any outreach or educational materials would be separate mailings.
- We will invoice the City monthly based on agreed upon deliverables and percentage of project completion.

FY 2013/2014 Projects for Levy in FY 2014/15

Listed below are the projects that are anticipated to be completed prior to the levy of assessments, taxes and charges for fiscal year 2014/2015 as well as the associated fee for each. Willdan proposes a **not-to-exceed fee of \$73,000 for the work identified below.**

Formation of CFD No. 2014-01: CFD for Citywide Landscape Maintenance (incorporating Tract No. 31618 initially)

Fee: \$14,500 – \$19,500

Formation of CFD No. 2014-02: CFD for Channel Maintenance (incorporating Tract No. 32515 only)

Fee: \$14,500

Formation of Landscape Maintenance District No. 01: Conversion of CSD Zone E to a 1972 Act Landscaping and Lighting District (no balloting for first fiscal year, incorporating those parcels currently in CSD Zone E that can be converted without triggering the balloting process and/or possessing other benefit-related issues that need to be addressed)

Fee: \$24,000

Formation of Local Lighting District No. 01: Conversion of CSD Zone B to a 1972 Act Landscaping and Lighting District (no balloting for first fiscal year, incorporating those parcels currently in CSD Zone B that can be converted without triggering the balloting process and/or possessing other benefit-related issues that need to be addressed)

Fee: \$15,000

Willdan Hourly Rates

Additional services to be provided by Willdan that are authorized by the City of Moreno Valley will be billed at our current hourly billing rates.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75
Property Owner Services Representative	\$55
Support Staff	\$50



Project Timelines

Detailed on the pages that follow are tables that present general project timelines for each district.

Attachment: Original Agreement (2449 : SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX

COMMUNITY FACILITIES DISTRICT 2014-01 FORMATION TIMELINE

DISTRICT	DATES	ACTION OR TASK TO PERFORM	RESPONSIBLE PARTY	Note
CFD 2014-01	1/6/2014	Review and Provide Recommendations • Proposed Modifications to Goals & Policies	Willdan Financial Services	
CFD 2014-01	01/06/2014	Deliver Draft Documents for Intent Meeting • Draft RMA for review and edits • Draft Boundary Map & future annexation map for review & edits • Draft Intent Resolution for review & edits	Willdan Financial Services	
CFD 2014-01	01/07/2014	Registrar of Voter Confirmation • Send letter to County to confirm that there are less than 12 registered voters	Willdan Financial Services	
CFD 2014-01	01/07/2014	Prepare Documents to Modify CFD Goals & Policies (as needed)	City Attorney	
CFD 2014-01	01/09/2014	Entire Project Team • Conference call: Review and Discuss RMA and Special Tax Pro Forma • Other Discussions	All	
CFD 2014-01	01/13/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-01	01/14/2014	Deliver Final Documents Needed for Intent Meeting • Final RMA • Final Boundary Map • Resolution of Intention to Establish CFD • Registrar of Voter Confirmation of Voters • Resolution Modifying Goals & Policies	Willdan Financial Services City Attorney	
CFD 2014-01	01/20/2014	Submit Staff Report and Agenda Package for Intent Meeting	Willdan Financial Services	22 days Before Intent Meeting
CFD 2014-01	01/21/2014	Send Consent and Waiver Form to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-01	01/28/2014	Mail Consent and Waiver Form to Property Owners (to be returned prior to Intent Meeting)	Willdan Financial Services	
CFD 2014-01	02/04/2014	Draft Notice and Ballot and send to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-01	02/11/2014	INTENT MEETING • Adopt Goals and Policies • Adopt Resolution of Intention to Establish CFD • Set time and place of Public Hearing	City	
CFD 2014-01	02/13/2014	Provide Boundary Map Documents to City for recordation	Willdan Financial Services	
CFD 2014-01	02/13/2014	City provides Final Edits to Notice and Ballot	City	
CFD 2014-01	02/18/2014	Deliver Draft Documents for Public Hearing • Draft Resolutions for review & edits • Draft CFD Report for review & edits	Willdan Financial Services	
CFD 2014-01	02/19/2014	Prepare Ordinance Authorizing the Levy of Special Taxes	City Attorney	
CFD 2014-01	02/24/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
CFD 2014-01	02/25/2014 last day	Record Boundary Map	City Clerk	Within 15 Days of Intent Meeting
CFD 2014-01	02/25/2014	Notice and Ballot Mailed to Property Owner	Willdan Financial Services	
CFD 2014-01	02/25/2014	Deliver Final Documents Needed for Public Hearing • Final CFD Report • Resolution of Formation • Resolution calling for Special Tax Election • Resolution Declaring Special Tax Election Results • Ordinance Authorizing the Levy of Special Taxes	Willdan Financial Services City Attorney	
CFD 2014-01	03/03/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
CFD 2014-01	3/18/14 (last day)	City publishes Notice of Public Hearing	City	At Least 7 Days Prior to Public Hearing
CFD 2014-01	03/25/2014	PUBLIC HEARING and ELECTION COUNCIL MEETING • City adopts Resolution of Formation • City adopts Resolution calling for Special Tax Election • Election is held • City adopt Resolution Declaring Special Tax Election Results • First reading of Ordinance Authorizing the Levy of Special Taxes	City	30-60 Days after Intent Meeting
CFD 2014-01	04/01/2014	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing
CFD 2014-01	04/09/2014	Second Reading of Ordinance Authorizing the Levy of Special Taxes	City	Subsequent Council Meeting
CFD 2014-01	04/29/2014 (last day)	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing

All regular City Council meetings are held on the 2nd and 4th Tuesdays of each month.

COMMUNITY FACILITIES DISTRICT 2014-02 FORMATION TIMELINE**

** Timeline Contingent Upon Receipt of Funds from Developer and City's Issuance of Notice to Proceed to Willdan

DISTRICT	DATES	ACTION OR TASK TO PERFORM	RESPONSIBLE PARTY	Note
CFD 2014-02	02/03/2014	Review and Provide Recommendations • Proposed Modifications to Goals & Policies	Willdan Financial Services	
CFD 2014-02	02/03/2014	Deliver Draft Documents for Intent Meeting • Draft RMA for review and edits • Draft Boundary Map for review & edits • Draft Intent Resolution for review & edits	Willdan Financial Services	
CFD 2014-02	02/04/2014	Registrar of Voter Confirmation • Send letter to County to confirm that there are less than 12 registered voters	Willdan Financial Services	
CFD 2014-02	02/04/2014	Prepare Documents to Modify CFD Goals & Policies (as needed)	City Attorney	
CFD 2014-02	02/06/2014	Entire Project Team • Conference call: Review and Discuss RMA and Special Tax Pro Forma • Other Discussions	All	
CFD 2014-02	02/10/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-02	02/11/2014	Deliver Final Documents Needed for Intent Meeting • Final RMA • Final Boundary Map • Resolution of Intention to Establish CFD • Registrar of Voter Confirmation of Voters • Resolution Modifying Goals & Policies	Willdan Financial Services City Attorney	
CFD 2014-02	02/17/2014	Submit Staff Report and Agenda Package for Intent Meeting	Willdan Financial Services	22 days Before Intent Meeting
CFD 2014-02	02/18/2014	Send Consent and Waiver Form to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-02	02/25/2014	Mail Consent and Waiver Form to Property Owners (to be returned prior to Intent Meeting)	Willdan Financial Services	
CFD 2014-02	03/04/2014	Draft Notice and Ballot and send to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-02	03/11/2014	INTENT MEETING • Adopt Goals and Policies • Adopt Resolution of Intention to Establish CFD • Set time and place of Public Hearing	City	
CFD 2014-02	03/13/2014	Provide Boundary Map to City for recordation	Willdan Financial Services	
CFD 2014-02	03/13/2014	City provides Final Edits to Notice and Ballot	City	
CFD 2014-02	03/18/2014	Deliver Draft Documents for Public Hearing • Draft Resolutions for review & edits • Draft CFD Report for review & edits	City	
CFD 2014-02	03/19/2014	Prepare Ordinance Authorizing the Levy of Special Taxes	City Attorney	
CFD 2014-02	03/24/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
CFD 2014-02	03/25/2014 (last day)	Record Boundary Map	City Clerk	Within 15 Days of Intent Meeting
CFD 2014-02	03/25/2014	Notice and Ballot Mailed to Property Owner	Willdan Financial Services	
CFD 2014-02	03/25/2014	Deliver Final Documents Needed for Public Hearing • Final CFD Report • Resolution of Formation • Resolution calling for Special Tax Election • Resolution Declaring Special Tax Election Results • Ordinance Authorizing the Levy of Special Taxes	Willdan Financial Services City Attorney	
CFD 2014-02	03/31/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
CFD 2014-02	04/15/2014 (last day)	City publishes Notice of Public Hearing	City	At Least 7 Days Prior to Public Hearing
CFD 2014-02	04/22/2014	PUBLIC HEARING and ELECTION COUNCIL MEETING • City adopts Resolution of Formation • City adopts Resolution calling for Special Tax Election • Election is held • City adopt Resolution Declaring Special Tax Election Results • First reading of Ordinance Authorizing the Levy of Special Taxes	City	30-60 Days after Intent Meeting
CFD 2014-02	04/29/2014 (last day)	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing
CFD 2014-02	05/13/2014	Second Reading of Ordinance Authorizing the Levy of Special Taxes	City	Subsequent Council Meeting
CFD 2014-02	05/27/2014 (last day)	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing

All regular City Council meetings are held on the 2nd and 4th Tuesdays of each month.

LANDSCAPE LIGHTING AND LOCAL LIGHTING DISTRICT NO. 1 FORMATION TIMELINE

DISTRICT	DATES	ACTION OR TASK TO PERFORM	RESPONSIBLE PARTY	Note
LLMD 1	02/03/2014	Willdan completes Preliminary Assessment Evaluation and provides the City with an assessment summary identifying any assessment or budget issues that were not anticipated or require clarification.	Willdan Financial Services	
LLMD 1	02/06/2014	City staff and Willdan discuss the budgets, proposed assessments, and revenue alternatives based on Preliminary Assessment Evaluation.	All	
LLMD 1	02/11/2014	Willdan completes final modifications to the Engineer's Report methodology based on City's input of the proposed assessments and budgets.	Willdan Financial Services	
LLMD 1	02/17/2014	City provides Willdan with final revisions to the budget based on previous discussions.	City	
LLMD 1	02/24/2014	Willdan creates all of the resolutions to be presented to the City Council and begins drafting the property owner ballots and/or notices.	Willdan Financial Services	
LLMD 1	03/03/2014	Deliver Draft Documents for Intent Meeting <ul style="list-style-type: none"> • Draft Engineer's Report for review & edits • Draft Resolutions for review & edits • Draft Notice of Public Hearing for review & edits 	Willdan Financial Services	
LLMD 1	03/06/2014	Entire Project Team <ul style="list-style-type: none"> • Conference call: Review and Discuss Engineer's Report and Resolutions • Other Discussions 	All	
LLMD 1	03/10/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
LLMD 1	03/11/2014	Deliver Final Documents Needed for Intent Meeting <ul style="list-style-type: none"> • Preliminary Engineer's Report • Resolutions for Intent Meeting 	Willdan Financial Services	
LLMD 1	03/17/2014	Submit Staff Report and Agenda Package for Intent Meeting	City	22 days Before Intent Meeting
LLMD 1	03/27/2014	Drafts (samples) of the Notice of Public Hearing are Finalized	All	Reviewed by city and confirmed by e-mail
LLMD 1	04/01/2014	Willdan begins Printing Notices of Public Hearing	Willdan Financial Services	
LLMD 1	04/08/2014	INTENT MEETING <ul style="list-style-type: none"> • Adopt Resolution Initiating Proceedings • Adopt Resolution of Intention (Preliminary Approves Engineer's Report) (Set time and place of Public Hearing) 	City	
LLMD 1	04/11/2014	Property Owner Notices Mailed: Willdan mails Notice of Public Hearing all property owners subject to proposed assessments	Willdan Financial Services	At least 45 days prior to Public Hearing
LLMD 1	04/28/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
LLMD 1	04/29/2014	Deliver Final Documents Needed for Public Hearing <ul style="list-style-type: none"> • Final Engineer's Report (if Modifications were necessary) • Resolution Approving the Engineer's Report • Resolution Confirming Assessment Diagram and Orders the Levy and Collection of Assessments 	Willdan Financial Services	
LLMD 1	05/05/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
LLMD 1	05/17/2014 (last day)	City publishes Notice of Public Hearing <ul style="list-style-type: none"> • Pursuant to sections 22626, 22552 and 22553 of the 1972 Act and 6061 of the Government Code, the City Clerk shall publish the resolution of intention one time at least 10 days prior to the Public Hearing. 	City	At Least 10 Days Prior to Public Hearing
LLMD 1	05/27/2014	PUBLIC HEARING <ul style="list-style-type: none"> • City Council Conducts Public Hearing • City Adopts Resolution Approving the Engineer's Report • City Council Adopts Resolution Confirming Assessment Diagram and Orders the Levy and Collection of Assessments 	City	At least 45 Days after Mailed Notice

All regular City Council meetings are held on the 2nd and 4th Tuesdays of each month.

MASTER TIMELINE FY 2013/14 (2014-15 Levy)**

**CFD 2014-02 Timeline Contingent Upon Receipt of Funds from Developer and City's Issuance of Notice to Proceed to Willdan

DISTRICT	DATE	ACTION/TASK/TO PERFORM	RESPONSIBLE PARTY	NOTE
CFD 2014-01	01/06/2014	Review and Provide Recommendations • Proposed Modifications to Goals & Policies	Willdan Financial Services	
CFD 2014-01	01/06/2014	Deliver Draft Documents for Intent Meeting • Draft RMA for review and edits • Draft Boundary Map & future annexation map for review & edits • Draft Intent Resolution for review & edits	Willdan Financial Services	
CFD 2014-01	01/07/2014	Registrar of Voter Confirmation • Send letter to County to confirm that there are less than 12 registered voters	Willdan Financial Services	
CFD 2014-01	01/07/2014	Prepare Documents to Modify CFD Goals & Policies (as needed)	City Attorney	
CFD 2014-01	01/09/2014	Entire Project Team • Conference call: Review and Discuss RMA and Special Tax Pro Forma • Other Discussions	All	
CFD 2014-01	01/13/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-01	01/14/2014	Deliver Final Documents Needed for Intent Meeting • Final RMA • Final Boundary Map • Resolution of Intention to Establish CFD • Registrar of Voter Confirmation of Voters • Resolution Modifying Goals & Policies	Willdan Financial Services City Attorney	
CFD 2014-01	01/20/2014	Submit Staff Report and Agenda Package for Intent Meeting	Willdan Financial Services	22 days Before Intent Meeting
CFD 2014-01	01/21/2014	Send Consent and Waiver Form to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-01	01/28/2014	Mail Consent and Waiver Form to Property Owners (to be returned prior to Intent Meeting)	Willdan Financial Services	
CFD 2014-02	02/03/2014	Review and Provide Recommendations • Proposed Modifications to Goals & Policies	Willdan Financial Services	
CFD 2014-02	02/03/2014	Deliver Draft Documents for Intent Meeting • Draft RMA for review and edits • Draft Boundary Map for review & edits • Draft Intent Resolution for review & edits	Willdan Financial Services	
LLMD 1	02/03/2014	Willdan completes Preliminary Assessment Evaluation and provides the City with an assessment summary identifying any assessment or budget issues that were not anticipated or require clarification.	Willdan Financial Services	
CFD 2014-01	02/04/2014	Draft Notice and Ballot and send to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-02	02/04/2014	Registrar of Voter Confirmation • Send letter to County to confirm that there are less than 12 registered voters	Willdan Financial Services	
CFD 2014-02	02/04/2014	Prepare Documents to Modify CFD Goals & Policies (as needed)	City Attorney	
CFD 2014-02	02/06/2014	Entire Project Team • Conference call: Review and Discuss RMA and Special Tax Pro Forma • Other Discussions	All	
LLMD 1	02/06/2014	City staff and Willdan discuss the budgets, proposed assessments, and revenue alternatives based on Preliminary Assessment Evaluation.	All	
CFD 2014-02	02/10/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-01	02/11/2014	INTENT MEETING Adopt Goals and Policies Adopt Resolution of Intention to Establish CFD Set time and place of Public Hearing	City	
CFD 2014-02	02/11/2014	Deliver Final Documents Needed for Intent Meeting • Final RMA • Final Boundary Map • Resolution of Intention to Establish CFD • Registrar of Voter Confirmation of Voters • Resolution Modifying goals & Policies	Willdan Financial Services City Attorney	
LLMD 1	02/11/2014	Willdan completes final modifications to the Engineer's Report methodology based on City's input of the proposed assessments and budgets.	Willdan Financial Services	
CFD 2014-01	02/13/2014	Provide Boundary Map Documents to City for recordation	Willdan Financial Services	
CFD 2014-01	02/13/2014	City provides Final Edits to Notice and Ballot	City	
CFD 2014-02	02/17/2014	Submit Staff Report and Agenda Package for Intent Meeting	Willdan Financial Services	22 days Before Intent Meeting
LLMD 1	02/17/2014	City provides Willdan with final revisions to the budget based on previous discussions.	City	
CFD 2014-01	02/18/2014	Deliver Draft Documents for Public Hearing • Draft Resolutions for review & edits • Draft CFD Report for review & edits	Willdan Financial Services	
CFD 2014-02	02/18/2014	Send Consent and Waiver Form to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-01	02/19/2014	Prepare Ordinance Authorizing the Levy of Special Taxes	City Attorney	
CFD 2014-01	02/24/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
LLMD 1	02/24/2014	Willdan creates all of the resolutions to be presented to the City Council and begins drafting the property owner ballots and/or notices.	Willdan Financial Services	
CFD 2014-01	02/25/2014	Notice and Ballot Mailed to Property Owner	Willdan Financial Services	
CFD 2014-01	02/25/2014	Deliver Final Documents Needed for Public Hearing • Final CFD Report • Resolution of Formation • Resolution calling for Special Tax Election • Resolution Declaring Special Tax Election Results • Ordinance Authorizing the Levy of Special Taxes	Willdan Financial Services City Attorney	
CFD 2014-02	02/25/2014	Mail Consent and Waiver Form to Property Owners (to be returned prior to Intent Meeting)	Willdan Financial Services	
CFD 2014-01	02/25/2014 last day	Record Boundary Map	City Clerk	Within 15 Days of Intent Meeting
CFD 2014-01	03/03/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
LLMD 1	03/03/2014	Deliver Draft Documents for Intent Meeting • Draft Engineer's Report for review & edits • Draft Resolutions for review & edits • Draft Notice of Public Hearing for review & edits	Willdan Financial Services	

Attachment: Original Agreement (2449 : SIXTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX

CFD 2014-02	03/04/2014	Draft Notice and Ballot and send to City for review	Willdan Financial Services	To be reviewed by City Attorney
LLMD 1	03/06/2014	Entire Project Team • Conference call: Review and Discuss Engineer's Report and Resolutions • Other Discussions	All	
LLMD 1	03/10/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-02	03/11/2014	INTENT MEETING • Adopt Goals and Policies • Adopt Resolution of Intention to Establish CFD • Set time and place of Public Hearing	City	
LLMD 1	03/11/2014	Deliver Final Documents Needed for Intent Meeting • Preliminary Engineer's Report • Resolutions for Intent Meeting	Willdan Financial Services	
CFD 2014-02	03/13/2014	Provide boundary map to City for recordation	Willdan Financial Services	
CFD 2014-02	03/13/2014	City provides Final Edits to Notice and Ballot	City	
LLMD 1	03/17/2014	Submit Staff Report and Agenda Package for Intent Meeting	City	22 days Before Intent Meeting
CFD 2014-01	3/18/14 (last day)	City publishes Notice of Public Hearing	City	At Least 7 Days Prior to Public Hearing
CFD 2014-02	03/18/2014	Deliver Draft Documents for Public Hearing • Draft Resolutions for review & edits • Draft CFD Report for review & edits	City	
CFD 2014-02	03/19/2014	Prepare Ordinance Authorizing the Levy of Special Taxes	City Attorney	
CFD 2014-02	03/24/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
CFD 2014-01	03/25/2014	PUBLIC HEARING and ELECTION COUNCIL MEETING • City adopts Resolution of Formation • City adopts Resolution calling for Special Tax Election • Election is held • City adopt Resolution Declaring Special Tax Election Results • First reading of Ordinance Authorizing the Levy of Special Taxes	City	30-60 Days after Intent Meeting
CFD 2014-02	03/25/2014 (last day)	Record Boundary Map	City Clerk	Within 15 Days of Intent Meeting
CFD 2014-02	03/25/2014	Notice and Ballot Mailed to Property Owner	Willdan Financial Services	
CFD 2014-02	03/25/2014	Deliver Final Documents Needed for Public Hearing • Final CFD Report • Resolution of Formation • Resolution calling for Special Tax Election • Resolution Declaring Special Tax Election Results • Ordinance Authorizing the Levy of Special Taxes	Willdan Financial Services City Attorney	
LLMD 1	03/27/2014	Drafts (samples) of the Notice of Public Hearing are Finalized	All	Reviewed by city and confirmed by e-mail
CFD 2014-02	03/31/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
CFD 2014-01	04/01/2014	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing
LLMD 1	04/01/2014	Willdan begins Printing Notices of Public Hearing	Willdan Financial Services	
CFD 2014-01	04/08/2014	Second Reading of Ordinance Authorizing the Levy of Special Taxes	City	Subsequent Council Meeting
LLMD 1	04/08/2014	INTENT MEETING • Adopt Resolution Initiating Proceedings • Adopt Resolution of Intention (Preliminarily Approves Engineer's Report) (Set time and place of Public Hearing)	City	
LLMD 1	04/11/2014	Property Owner Notices Mailed: Willdan mails Notice of Public Hearing all property owners subject to proposed assessment	Willdan Financial Services	At least 45 days prior to Public Hearing
CFD 2014-02	04/15/2014 (last day)	City publishes Notice of Public Hearing	City	At Least 7 Days Prior to Public Hearing
CFD 2014-02	04/22/2014	PUBLIC HEARING and ELECTION COUNCIL MEETING • City adopts Resolution of Formation • City adopts Resolution calling for Special Tax Election • Election is held • City adopt Resolution Declaring Special Tax Election Results • First reading of Ordinance Authorizing the Levy of Special Taxes	City	30-60 Days after Intent Meeting
LLMD 1	04/28/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
CFD 2014-02	04/29/2014 (last day)	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing
LLMD 1	04/29/2014	Deliver Final Documents Needed for Public Hearing • Final Engineer's Report (if Modifications were necessary) • Resolution Approving the Engineer's Report • Resolution Confirming Assessment Diagram and Orders the Levy and Collection of Assessments	Willdan Financial Services	
LLMD 1	05/05/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
CFD 2014-02	05/13/2014	Second Reading of Ordinance Authorizing the Levy of Special Taxes	City	Subsequent Council Meeting
LLMD 1	05/17/2014 (last day)	City publishes Notice of Public Hearing Pursuant to sections 22526, 22552 and 22553 of the 1972 Act and 6061 of the Government Code, the City Clerk shall publish the resolution of intention one time at least 10 days prior to the Public Hearing.	City	At Least 10 Days Prior to Public Hearing
LLMD 1	05/27/2014 (last day)	PUBLIC HEARING • City Council Conducts Public Hearing • City Adopts Resolution Approving the Engineer's Report • City Council Adopts Resolution Confirming Assessment Diagram and Orders the Levy and Collection of Assessments	City	At least 45 Days after Mailed Notice

EXHIBIT B**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

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$73,000.00 plus mailing costs.
2. CFD formation and payment of formation costs for Tract No. 32515, as identified in Exhibit A, is contingent upon receipt of developer funds. If developer funding is not provided, formation of the CFD will not occur and the not to exceed amount of this Agreement will be reduced from \$73,000.00 to \$58,500.00.
3. 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
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. Accounts Payable

questions can be directed to 951.413.3073. Copies of invoices may be submitted to the Special Districts Division of the Financial and Management Services Department at specialdistricts@moval.org or to the City's point of contact for this project. Calls can be directed to 951.413.3480.

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

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.



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: February 21, 2017

TITLE: ADOPT RESOLUTION 2017-11 UPDATING ENERGY EFFICIENCY TARGETS FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2017-11, a Resolution of the City Council of the City of Moreno Valley, California, to adopt the updated 2017 Energy Efficiency Target for the Moreno Valley Electric Utility Mandated by Assembly Bill 2021.

SUMMARY

On February 26, 2013, the City Council adopted energy efficiency targets for Moreno Valley Utility (MVU) via Resolution 2013-13 as required by California Assembly Bill 2021 (AB 2021). The targets adopted were 0.18% of retail sales. For fiscal year 2015/2016, MVU's target was 334,660 kWh. MVU exceeded the target by reporting savings of over 1 million kWh.

The updated energy efficiency and demand reduction targets are 0.65% of retail sales through 2027. For fiscal year 2016/2017, the target is projected to be 1,283,950 kWh.

This report recommends approval of Resolution 2017-11 which provides an update to the Energy Efficiency Targets through 2027.

The proposed changes were presented to and approved by the Utilities Commission at the January 25, 2017 meeting.

DISCUSSION

AB 2021 requires that all Publicly-Owned Utilities (POUs) perform the following:

- 1) Identify all potentially achievable, cost-effective energy efficiency savings;
- 2) Establish annual targets for energy efficiency savings and demand reduction over 10 years; and
- 3) Report targets, programs, expenditures, results and cost-effectiveness (including methodologies and independent evaluation) to governing members and to the California Energy Commission (CEC) every three (3) years. POUs are mandated to consider energy efficiency as a preferred resource, estimate energy efficiency potential, and establish targets for achieving that potential.

In response to AB 2021, the members of California Municipal Utility Association (CMUA), Northern California Power Agency (NCPA), and Southern California Public Power Authority (SCPPA) joined together to collaborate on the development of individual utility energy efficiency and demand reduction targets. The members selected Navigant Consulting as the consultant to develop the energy efficiency models for the 2016 update. The data for all participating utilities and summaries will be included in a report presented to the CEC in March 2017.

The recommended annual energy efficiency and demand reduction targets for MVU is 0.65% of retail sales through 2027. MVU will pursue the most cost-effective programs and target the loads with the largest potential for reductions to meet or exceed these targets.

ALTERNATIVES

1. Approve and adopt the proposed resolution accepting the Energy Efficiency Targets. Staff recommends this alternative. *The approval of the resolution will allow MVU to comply with AB 2021.*
2. Do not approve and adopt the proposed resolution accepting the Energy Efficiency Targets as required by AB 2021. Staff does not recommend this alternative. *This would result in non-compliance with AB 2021.*

FISCAL IMPACT

The cost of the CMUA report was \$4,035.36 and was paid in fiscal year 2016/2017.

NOTIFICATION

Posting of Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Michael McLellan
Electric Utility Program Coordinator

Department Head Approval:
Marshall Eyerman
Chief Financial Officer

Concurred By:

Jeannette Olko
Electric Utility Manager

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

ATTACHMENTS

1. Resolution AB2021 for Feb 21 2017

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/02/17 1:35 PM
City Attorney Approval	<u>✓ Approved</u>	2/08/17 5:52 PM
City Manager Approval	<u>✓ Approved</u>	2/09/17 2:31 PM

RESOLUTION NO. 2017-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO ADOPT THE UPDATED 2017 ENERGY EFFICIENCY TARGETS FOR THE MORENO VALLEY ELECTRIC UTILITY MANDATED BY ASSEMBLY BILL 2021

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution No. 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on September 26, 2006, California Assembly Bill 2021 (Levine) was signed into law which requires Publicly-Owned Utilities (POU) to identify all potentially achievable cost-effective electricity efficiency savings every three (3) years and establish annual targets for energy efficiency demand reduction for the next 10-year period; and

WHEREAS, the California Municipal Utilities Association (CMUA) in partnership with the Northern California Power Agency (NCPA) and the Southern California Public Power Authority (SCPPA) collaborated in the development of individual utility energy efficiency and demand reduction targets and submitted the initial report in 2007; and

WHEREAS, analytical methodology developed by Navigant Consulting was used by the majority of POU's in California to develop individual targets of reduction and peak demand; and

WHEREAS, the City of Moreno Valley Electric Utility updated the targets set for energy efficiency savings and set achievable goals for reducing peak demand.

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

1. The City Council hereby adopts the Resolution updating Energy Efficiency Targets for Moreno Valley Utility as mandated by AB 2021 to be 0.65% of retail sales through 2027.

1
Resolution No. 2017-11
Date Adopted: February 21, 2017

APPROVED AND ADOPTED this 21st day of February, 2017.

Mayor of the City of Moreno Valley

ATTEST:

Interim City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2017-11²
Date Adopted: February 21, 2017

Attachment: Resolution AB2021 for Feb 21 2017 [Revision 2] (2445 : ADOPT RESOLUTION 2017-11 UPDATING ENERGY EFFICIENCY

RESOLUTION JURAT

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

I, Marie Macias, MMC, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2017-11 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 21st day of February, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

INTERIM CITY CLERK

(SEAL)

Resolution No. 2017-11³
Date Adopted: February 21, 2017

Attachment: Resolution AB2021 for Feb 21 2017 [Revision 2] (2445 : ADOPT RESOLUTION 2017-11 UPDATING ENERGY EFFICIENCY



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: February 21, 2017

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT FOR DECEMBER 2016

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Quarterly Investment Report for quarter ended December 31, 2016, in compliance with the City's Investment Policy.

SUMMARY

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended December 31, 2016. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

DISCUSSION

The City maintains a portfolio of investments in order to earn interest on cash balances that are not currently required to fund operations. California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to the portfolios of local agencies. The City has implemented an Investment Policy which was revised and adopted on June 7, 2016 and is in full compliance with the requirements of both of the above-mentioned Code Sections.

The attached Quarterly Investment Report presents the City’s cash and investments for the quarter that ended December 31, 2016. The report complies with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City’s Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

The City’s investment policy has set the primary goals of the portfolio management as Safety and Liquidity followed by Yield. The City currently utilizes two investment management firms who use an active investment management approach in which securities are purchased but not necessarily held to maturity, and may be actively traded based on market conditions and the City’s investment goals. The City’s cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City’s pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment.

The table shows some of the key portfolio measure for the month.

	Portfolio Balance	Avg. Yield to Maturity Trends		
		Dec 2016	Nov 2016	Dec 2015
Chandler	\$83,828,755	1.52%	1.47%	1.43%
Insight	\$54,722,092	1.14%	1.14%	1.08%
LAIF	\$37,892,341	0.719%	0.678%	0.446%

Bond proceeds are held and invested by a Trustee. The investment of these funds is governed by an investment policy approved by the City Council as a part of the governing documents for each specific bond issue. Deferred Compensation Plan funds are included in the report but these funds are held and invested by the respective plan administrators based on the direction of the participating employees. These funds are placed in a trust separate from City funds.

ALTERNATIVES

1. Receive and file the Quarterly Investment Report for December 31, 2016. **Staff recommends this alternative as it accomplishes timely investment reporting.**
2. Do not accept and file the Quarterly Investment Report and provide staff with additional direction. **Staff does not recommend this alternative as it will not accomplish timely investment reporting.**

FISCAL IMPACT

The Treasury yield curve moved upward in December as a result of the Federal Open Market Committee (The Fed) increasing the target fed funds rate by 25 basis points. Future increases are expected to happen at a gradual pace. The budget anticipated investment income for the General Fund of \$2 million. Through December investment income has totaled \$860,000.

NOTIFICATION

Publication of the agenda

PREPARATION OF STAFF REPORT

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

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

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. 12-2016 Investment Report
- 2. Chandler Asset Management-Newsletter-January-2017

APPROVALS

Budget Officer Approval	<u> ✓ Approved </u>	1/30/17 1:50 PM
City Attorney Approval	<u> ✓ Approved </u>	1/30/17 4:08 PM
City Manager Approval	<u> ✓ Approved </u>	2/06/17 11:17 AM

CITY OF MORENO VALLEY
Treasurer's Cash and Investments Report
December 2016

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity (in years)	Average Yield to Maturity	Average Duration (in years)
Bank Accounts	1,090,142	1,090,142	1,090,142			
State of California LAIF Pool	31,573,311	31,555,119	31,573,311	0.48	0.72%	
Investments-Chandler	83,394,072	83,279,331	83,828,755	2.68	1.52%	2.45
Investments-Insight	54,953,105	54,869,882	54,858,809	1.48	1.14%	1.41
Total General Portfolio	171,010,630	170,794,474	171,351,017			

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	9,523,201
Principal & Interest Accounts	664,518
Debt Service Reserve Funds	2,111,349
Custody Accounts	43,380
Arbitrage Rebate Accounts	101,471
Other Accounts	23,358,002
Total Bond Proceeds	35,801,921

Deferred Compensation Funds	Market Value as of Dec 31, 2016
Nationwide	13,362,950
ICMA	4,892,256
Total Deferred Compensation Funds	18,255,206

Total Investment Portfolio	224,851,601
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1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. There are no items of non-compliance for this period.
2. The market values for the specific investments in the General Portfolio are provided by the City's investment advisor, Chandler Asset Management.
3. The market value for LAIF is provided by the State Treasurer.
4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.

/S/ Marshall Eyerman
City Treasurer

PORTFOLIO PERFORMANCE - 36 MONTH TREND

Period	Total General Portfolio (1)		Local Agency Investment Fund (LAIF)		Chandler				Insight			
	Asset Balance (par)	Avg YTM (2)	Balance	Yield	Asset Balance (par)	Weighted Avg YTM (2)	Rate of Return (3)		Asset Balance (par)	Weighted Avg YTM (2)	Rate of Return (3)	
							Investment Portfolio (4)	Benchmark 1-5 Gov(5)			Investment Portfolio (4)	Benchmark 1-3 Treas(5)
Jul-14	158,687,404	1.21%	23,590,023	0.244%	133,130,769	1.39%	1.18%	1.12%				
Aug-14	160,506,483	1.20%	25,565,023	0.260%	133,367,483	1.40%	1.69%	1.72%				
Sep-14	152,073,866	1.27%	16,590,023	0.246%	133,855,708	1.42%	1.06%	0.97%				
Oct-14	152,298,081	1.29%	16,278,901	0.261%	134,092,495	1.43%	1.14%	1.12%				
Nov-14	150,092,073	1.30%	14,663,901	0.261%	134,235,952	1.43%	1.29%	1.29%				
Dec-14	145,143,985		9,263,901	0.267%	80,691,698	1.47%	1.46%	1.42%	53,692,099	1.36%	1.36%	1.24%
Jan-15	171,144,833		26,173,346	0.262%	80,832,606	1.38%	1.99%	1.90%	53,730,540	1.28%	1.28%	1.24%
Feb-15	165,574,345		29,773,346	0.266%	80,993,392	1.33%	1.40%	1.27%	53,725,495	1.18%	1.26%	1.17%
Mar-15	157,317,763		21,802,285	0.278%	81,136,574	1.37%	2.05%	1.98%	53,915,294	1.07%	1.07%	1.00%
Apr-15	159,454,599		22,517,329	0.283%	81,292,994	1.36%	1.81%	1.75%	53,944,656	1.06%	1.06%	0.91%
May-15	163,652,299		27,267,329	0.290%	81,390,841	1.37%	1.22%	1.19%	54,009,777	1.06%	1.06%	1.06%
Jun-15	169,260,808		28,867,329	0.299%	81,816,933	1.38%	1.39%	1.38%	54,061,403	1.08%	1.08%	0.87%
Jul-15	161,937,644		24,936,318	0.320%	81,941,821	1.38%	1.11%	1.14%	54,083,574	1.08%	1.16%	1.00%
Aug-15	156,052,639		18,526,318	0.330%	82,043,091	1.39%	1.12%	1.11%	54,065,279	1.09%	1.14%	0.80%
Sep-15	157,437,337		17,626,318	0.337%	82,154,547	1.41%	1.64%	1.65%	54,180,338	1.08%	1.13%	1.15%
Oct-15	155,196,031		17,843,566	0.357%	82,223,743	1.41%	1.56%	1.47%	54,198,446	(6)	(6)	0.78%
Nov-15	156,098,310		17,593,566	0.374%	82,355,838	1.42%	1.30%	1.22%	54,238,929	(6)	(6)	0.39%
Dec-15	156,285,206		16,633,566	0.400%	82,433,426	1.43%	1.19%	1.05%	54,312,737	(6)	(6)	0.68%
Jan-16	168,824,464		30,850,627	0.446%	82,510,170	1.43%	1.13%	1.01%	54,319,684	(6)	0.51%	0.65%
Feb-16	175,430,692		37,750,627	0.467%	82,617,177	1.44%	1.17%	1.23%	54,372,589	(6)	0.59%	0.98%
Mar-16	173,065,238		34,310,627	0.506%	82,721,056	1.46%	1.61%	1.69%	54,499,863	1.08%	0.84%	0.92%
Apr-16	169,665,429		32,296,705	0.525%	82,769,869	1.47%	1.62%	1.61%	54,517,986	1.08%	0.88%	0.91%
May-16	186,737,459		40,246,705	0.552%	82,923,233	1.49%	1.50%	1.48%	54,535,685	1.10%	0.82%	0.73%
Jun-16	179,533,412		39,271,705	0.576%	82,995,248	1.49%	2.58%	2.39%	54,552,897	1.09%	1.26%	1.31%
Jul-16	173,464,003		35,222,341	0.588%	83,081,551	1.48%	2.44%	2.42%	54,560,166	1.08%	1.20%	1.26%
Aug-16	170,506,021		31,792,341	0.614%	83,224,209	1.50%	2.21%	2.09%	54,644,115	1.10%	1.15%	1.07%
Sep-16	176,898,187		37,892,341	0.634%	83,379,424	1.49%	1.80%	1.70%	54,722,092	1.10%	1.24%	0.88%
Oct-16	171,480,180		33,193,311	0.654%	83,523,267	1.49%	1.74%	1.69%	54,763,602	1.10%	1.24%	0.91%
Nov-16	169,062,818		29,923,311	0.678%	83,701,960	1.47%	1.19%	1.03%	54,796,940	1.14%	1.01%	0.76%
Dec-16	171,351,017		30,054,201	0.719%	83,828,755	1.52%	1.35%	1.24%	54,953,105	1.14%	1.06%	0.89%
Jan-17												
Feb-17												
Mar-17												
Apr-17												
May-17												
Jun-17												

Notes:

(1) Total General Portfolio includes all assets that comprise the City's Investment Portfolio which is LAIF as well as assets managed by Chandler and Cutwater.

(2) Yield to Maturity (YTM): The rate of return on an investment or security if it were to be held until maturity. This yield does not reflect changes in the market value of a security

(3) Rate of Return represents the gain or loss on an investment or portfolio of investments over a specified period, expressed as a percentage of increase over the initial investment cost. Gains on investments are considered to be any income received from the security or portfolio plus any realized capital gain. This measure of return recognizes the changes in market values of a security or portfolio of securities.

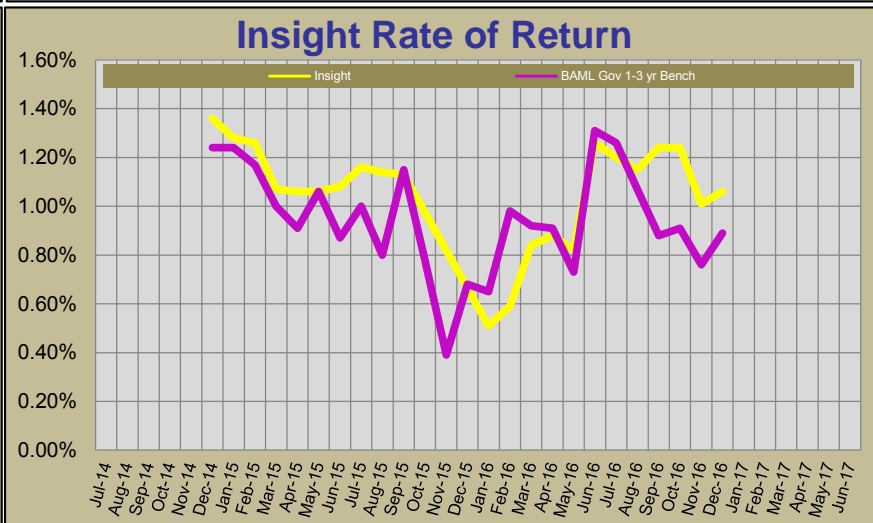
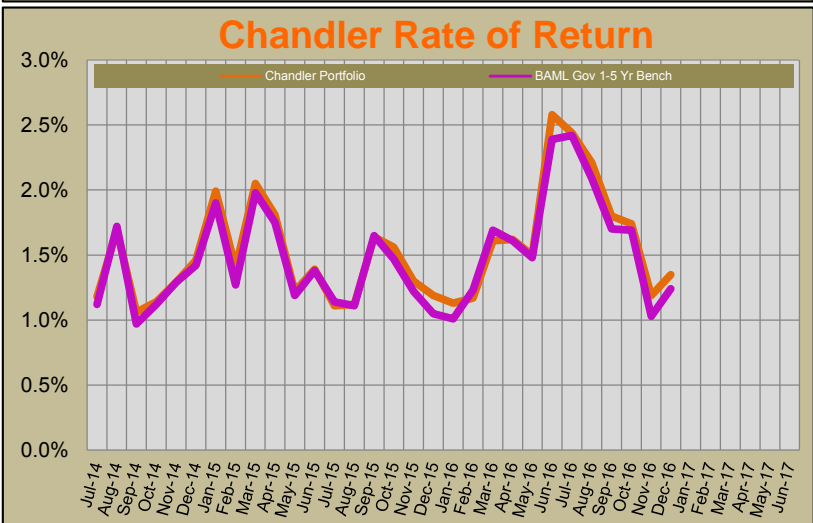
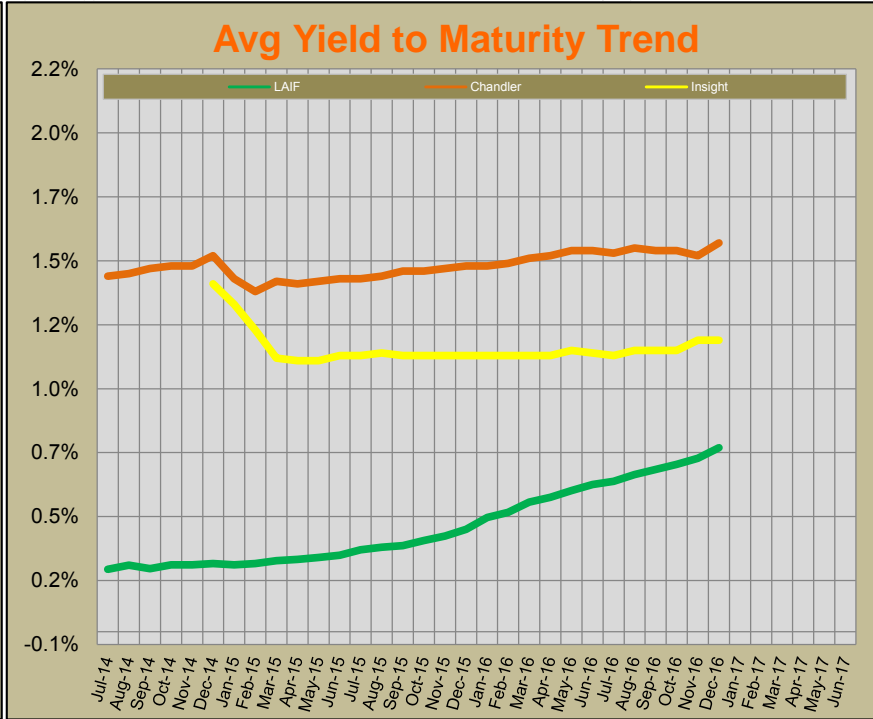
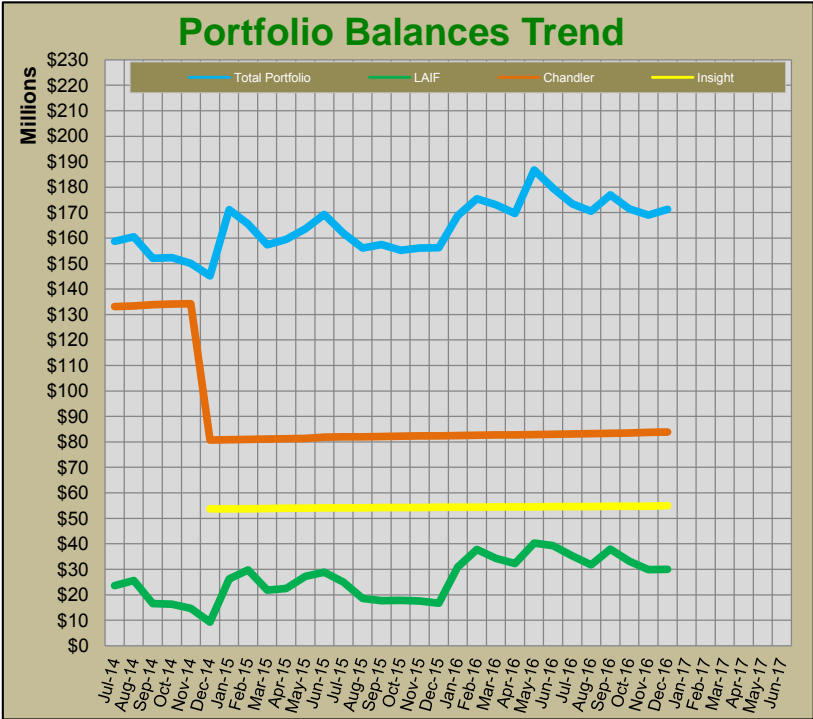
(4) The Rate of Return for the investment portfolio reflects the performance of the portfolio during the past twelve months.

(5) The portfolio benchmarks are: Chandler-Bank of America-Merrill Lynch 1 to 5 year Government Index and Insight- Bank of America-Merrill Lynch 1 to 3 year Treasury Index

(6) As the result of a transition to a new reporting platform Weighted Avg Yield to Maturity and Total Return Yield data is not available. Insight staff are working to rectify this problem.

Attachment: 12-2016 Investment Report [Revision 1] (2434 : RECEIPT OF QUARTERLY INVESTMENT

PORTFOLIO PERFORMANCE - 36 MONTH TREND



PORTFOLIO CHARACTERISTICS
The portfolio invested in LAIF represents the City's immediate cash liquidity needs and is managed by City staff in a manner to fund the day to day operations of the City.
The portfolio managed by Insight is comprised of idle cash balances related to funds that generally expect to expend cash within the next 36 months. (Example: Gen Fund, Zone A, Measure A, NSP etc.)
The portfolio managed by Chandler is comprised of idle cash balances related to funds that generally expect to expend cash with the next 24 to 60 months. (Example: Facility & Equip Replacement, Endowments etc.)

Attachment: 12-2016 Investment Report [Revision 1] (2434 : RECEIPT OF QUARTERLY INVESTMENT

FUNDS WITH FISCAL AGENTS											
Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of Portfolio	
Wells Fargo 2007 Taxable Lease Revenue Bonds - Electric Utility											
bond fund	2227600	money mkt fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
interest fund	2227601	money mkt fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
principal fund	2227602	money mkt fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
escrow fund	2227607	cash	Cash	12/31/16	01/01/17	213	0.01%	0.01%	1.00000	0.00%	
escrow fund	2227607	US Treasury Note	US Treasury	12/31/16	01/01/17	23,165,592	0.01%	0.01%	1.00000	64.70%	
						23,165,805					
Wells Fargo CFD # 5											
Series B Revenue	2233500	money mkt fund	WF Government Fund	12/31/16	01/01/17	7,764	0.01%	0.01%	1.00000	0.02%	
Series A Principal	2233501	money mkt fund	WF Government Fund	12/31/16	01/01/17	3	0.01%	2.71%	1.00000	0.00%	
Series A reserve	2233502	money mkt fund	WF Government Fund	12/31/16	01/01/17	1	0.01%	0.01%	1.00000	0.00%	
Series B reserve	2233503	money mkt fund	WF Government Fund	12/31/16	01/01/17	546,359	0.01%	0.01%	1.00000	1.52%	
Series B admin fund	2233504	money mkt fund	WF Government Fund	12/31/16	01/01/17	192	0.01%	0.01%	1.00000	0.01%	
Series B interest	2233504	cash	cash	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
Series B interest	2233505	money mkt fund	WF Govt Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
						554,319					
Wells Fargo 2007 Redevelopment Agency Tax Allocation Bonds Series A											
debt service fund	22631700	money mkt fund	WF Government Fund	12/31/16	01/01/17	1	0.01%	0.01%	1.00000	0.00%	
interest fund	22631701	money mkt fund	WF Government Fund	12/31/16	01/01/17	48	0.01%	0.01%	1.00000	0.00%	
principal fund	22631702	money mkt fund	WF Government Fund	12/31/16	01/01/17	11	0.01%	0.01%	1.00000	0.00%	
						60					
Wells Fargo Community Facilities District #74 (IA-1)											
special tax funds	22631800	money market fund	WF Government Fund	12/31/16	01/01/17	105,184	0.01%	0.01%	1.00000	0.29%	
interest acct	22631801	money market fund	WF Government Fund	12/31/16	01/01/17	6	0.01%	0.01%	1.00000	0.00%	
reserve fund	22631802	money market fund	WF Government Fund	12/31/16	01/01/17	45	0.01%	0.01%	1.00000	0.00%	
reserve fund	22631804	money market fund	WF Government Fund	12/31/16	01/01/17	1,028,894	0.01%	0.01%	1.00000	2.87%	
admin exp acct	22631805	money market fund	WF Government Fund	12/31/16	01/01/17	161,398	0.01%	0.01%	1.00000	0.45%	
debt service acct	22631809	money market fund	WF Government Fund	12/31/16	01/01/17	512,766	0.01%	0.01%	1.00000	1.43%	
debt service acct	22631809	cash	Cash	12/31/16	01/01/17	22,942	0.01%	0.01%	1.00000	0.06%	
special tax funds	22631900	money market fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
interest acct	22631901	money market fund	WF Government Fund	12/31/16	01/01/17	304	0.01%	0.01%	1.00000	0.01%	
principal fund	22631902	money market fund	WF Government Fund	12/31/16	01/01/17	14	0.01%	0.01%	1.00000	0.00%	
reserve fund	22631904	money market fund	WF Government Fund	12/31/16	01/01/17	365,592	0.01%	0.01%	1.00000	1.02%	
admin exp acct	22631905	money market fund	WF Government Fund	12/31/16	01/01/17	262	0.01%	0.01%	1.00000	0.01%	
surplus acct	22631907	money market fund	WF Government Fund	12/31/16	01/01/17	101,471	0.01%	0.01%	1.00000	0.28%	
						2,298,878					
Wells Fargo 2013 Total Road Improvement COEs											
revenue fund	46612400	money mkt fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
interest fund	46612401	money mkt fund	WF Government Fund	12/31/16	01/01/17	47	0.01%	0.01%	1.00000	0.00%	
principal fund	46612402	money mkt fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
reserve fund	46612403	money mkt fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
admin fund	46612404	money mkt fund	WF Government Fund	12/31/16	01/01/17	737	0.01%	0.01%	1.00000	0.02%	
surplus fund	46612405	money mkt fund	WF Government Fund	12/31/16	01/01/17	41	0.01%	0.01%	1.00000	0.00%	
acquisition fund	46612407	money mkt fund	WF Advantage	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
						825					
Wells Fargo 2013 Partial Refunding of the 2005 Lease Revenue Bonds											
revenue fund	48360700	money mkt fund	WF Government Fund	12/31/16	01/01/17	111	0.01%	0.01%	1.00000	0.00%	
interest fund	48360701	money mkt fund	WF Government Fund	12/31/16	01/01/17	17	0.01%	0.01%	1.00000	0.00%	
principal fund	48360702	money mkt fund	WF Government Fund	12/31/16	01/01/17	64	0.01%	0.01%	1.00000	0.00%	
cost of issuance	48360705	money mkt fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
						189					
Wells Fargo Community Facilities District 7 Improvement Area 1											
special tax fund	77025300	money mkt fund	WF Government Fund	12/31/16	01/01/17	35,463	0.01%	0.01%	1.00000	0.09%	
bond fund	77025301	money mkt fund	WF Government Fund	12/31/16	01/01/17	19,517	0.01%	0.01%	1.00000	0.05%	
reserve fund	77025302	money mkt fund	WF Government Fund	12/31/16	01/01/17	170,458	0.01%	0.01%	1.00000	0.47%	
cost of issuance	77025303	money mkt fund	WF Government Fund	12/31/16	01/01/17	11,692	0.01%	0.01%	1.00000	0.03%	
improvement fund	77025304	money mkt fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
admin exp acct	77025305	money mkt fund	WF Government Fund	12/31/16	01/01/17	30,017	0.01%	0.01%	1.00000	0.08%	
						267,147					
Wells Fargo 2016 Taxable Refunding Lease Revenue Bonds (Electric Utility)											
revenue fund	77157100	money mkt fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
interest fund	77157101	money mkt fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
principal fund	77157102	money mkt fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
reserve fund	77157103	money mkt fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
capitalized interest fu	77157104	money mkt fund	WF Government Fund	12/31/16	01/01/17	320,159	0.01%	0.01%	1.00000	0.89%	
cost of issuance	77157110	money mkt fund	WF Government Fund	12/31/16	01/01/17	500	0.01%	0.01%	1.00000	0.00%	
						320,659					
Wells Fargo 2014 Partial Refunding of the 2005 Lease Revenue Bonds											
revenue fund	83478300	money mkt fund	WF Government Fund	12/31/16	01/01/17	42	0.01%	0.01%	1.00000	0.00%	
interest fund	83478301	money mkt fund	WF Government Fund	12/31/16	01/01/17	32	0.01%	0.01%	1.00000	0.00%	
principal fund	83478302	money mkt fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
redemption fund	83478303	money mkt fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
						74					
Wells Fargo 2015 Taxable Lease Revenue Bonds (Electric Utility)											
revenue fund	84457000	money mkt fund	WF Government Fund	12/31/16	01/01/17	14,078	0.01%	0.01%	1.00000	0.03%	
interest fund	84457001	money mkt fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
principal fund	84457002	money mkt fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
reserve fund	84457005	money mkt fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
construction fund	84457006	money mkt fund	WF Government Fund	12/31/16	01/01/17	141,620	0.01%	0.01%	1.00000	0.39%	
construction fund	84457006	money mkt fund	Local Agency Investment Fund	12/31/16	01/01/17	9,038,267	0.01%	0.01%	1.00000	25.24%	
cost of issuance	84467007	money mkt fund	WF Government Fund	12/31/16	01/01/17	0	0.01%	0.01%	1.00000	0.00%	
						9,193,965					
						<u>35,801,921</u>					
Totals											
						9,193,965					
						<u>35,801,921</u>					
100.00%											
Summary of Bond Proceeds with Fiscal Agents											
Type											
1	Construction Funds										9,523,201
2	Principal & Interest Accounts										664,518
3	Debt Service Reserve Funds										2,111,549
4	Custody Accounts										43,380
5	Arbitrage Rebate Accounts										101,471
6	Other Accounts										23,388,002
Total Fiscal Agent Funds											
						<u>35,801,921</u>					

DEFERRED COMPENSATION FUNDS

Nationwide

Fund	Market Value as of Dec 31, 2016	Fund	Market Value as of Dec 31, 2016	Fund	Market Value as of Dec 31, 2016
Liquid Savings	\$1,275,571	Nationwide US Sm Cap Val Ins Svc	36,281	Federated Kaufmann Fund	104,840
Nationwide Fixed (Part Time Employee)	478,825	American Century Balanced	45	Invesco Mid Cap Core Equity	31,114
Liquid Savings (Part Time Employees)	265,886	Am Century Growth	86,773	Nationwide Ret Inc Inst Svc	
Certificates of Deposit 1 year	0	Am Century Select	168,747	Nationwide InvDes Mod Cons Fund SC	63,137
Certificates of Deposit 3 years	0	JP Morgan Mid Cap Value A	1,344,248	Nationwide InvDes Mod Aggr Fund	1,040,930
Certificates of Deposit 5 years	73,219	Vanguard Index 500	106,734	Nationwide InvDes Aggr Fund	193,880
Bond Fund of America	61,589	Vanguard Institutional Index	720,825	Nationwide InvDes Mod Fd	985,908
Growth Fund of America	91,170	Vanguard Wellington	25,017	Nationwide Inv Des Cons	122,874
Investment Co. of America	73,527	Vanguard Windsor II	143,017	Nationwide Large Cap Growth	53,708
Income Fund of America	40,049	Vanguard Total Bond Index	253,893	Nationwide Fund A	9,628
Brown Cap Mgmt Inc SM Co	129,070	Washington Mutual Inv	115,271	Nationwide Dest 2015 Inst Svc	24,298
Fidelity Independence	2,710	DFA US Micro Cap Port	89,355	Nationwide Dest 2020 Inst Svc	191,580
Fidelity Equity Income	82,686	EuroPacific Growth	260,549	Nationwide Dest 2025 Inst Svc	424,837
Fidelity Magellan	315,868	Stable Fund C	2,791,377	Nationwide Dest 2030 Inst Svc	25,734
Fidelity Puritan	81,389	N B Socially Responsive Fund	40,697	Nationwide Dest 2035 Inst Svc	9,776
Fidelity Contrafund	230,793	Dtsch High Income Fund A	86,263	Nationwide Dest 2040 Inst Svc	17,639
Janus Fund	34,772	Dtsch Eq Divd A	131,452	Nationwide Dest 2045 Inst Svc	23,994
Janus Advisor Forty	23,995	Oppenheimer Global Fund A	377,410	Total Nationwide Deferred	\$13,362,950

ICMA

Fund	Market Value as of Dec 31, 2016	Fund	Market Value as of Dec 31, 2016
Aggressive Oppor.	\$89,937	VT Vantagepoint Discovery	149,077
International	71,013	VT Gold Sach Mid Cap Value	0
Global Equity Growth	253,208	VT Contrafund	95,690
Growth and Income	109,982	VT Vantagepoint Overseas Equity Index Fund	173,823
Broad Market	6,853	VT Diversified International	57,899
500 Stock Index	272,779	VT Allianz NFJ Div Value	81,729
Equity Income	193,075	Vantage Growth Fund	246,379
MS Retirement Income	24,313	VT Puritan	20,553
Core Bond	123,763	VT Vantagepoint Select Value	16,444
Cash Management	118,694	VT TR Price Growth Stock Adv	67,556
Plus Fund	1,384,557	VT Nuveen Real Estate Secs	83,073
Retirement Income Advantage	11,118	VT TR Price Small Cap Value	0
Conservative Growth	107,149	VT Invesco Diversified	6,677
Traditional Growth	15,145	VT Vantagepoint Inflation Focused	124,038
Long-Term Growth	572,484	VT Oppenheimer Main Street	19,499
Western Asset Core Plus Bond	7,890	VT Vantagepoint Mid/Sm Index	97,032
Milestone 2010	11,916	VT PIMCO Total Return	0
Milestone 2020	105,178	VT PIMCO High Yield	27,203
Milestone 2025	11,775	VT Harbor Mid Cap Growth	0
Milestone 2030	1,619	VT Harbor International Admi	0
Milestone 2035	32,965	VT AMG TimesSquare Mid Cap Growth Admin	79,929
Milestone 2040	20,242	Total ICMA	\$4,892,256

Summary by Plan

Deferred Compensation Plan	Market Value as of Dec 31, 2016
Total Nationwide	\$13,362,950
Total ICMA	4,892,256
Total Deferred Compensation Plans	\$18,255,206

Summary by Investment Type

Investment Type	Market Value as of Dec 31, 2016
Savings Deposits and CD's	\$4,811,659
Mutual Funds	13,443,547
Total Deferred Compensation Plans	\$18,255,206



Monthly Account Statement

City of Moreno Valley

December 1, 2016 through December 31, 2016

Chandler Team

For questions about your account,
please call (800) 317-4747 or
Email operations@chandlerasset.com

Custodian

Union Bank N.A.
Tina Guzman
(619)-230-3547

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Prices are provided by IDC, an independent pricing source.



PORTFOLIO CHARACTERISTICS

Average Duration	2.45
Average Coupon	1.41 %
Average Purchase YTM	1.52 %
Average Market YTM	1.56 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.68 yrs
Average Life	2.53 yrs

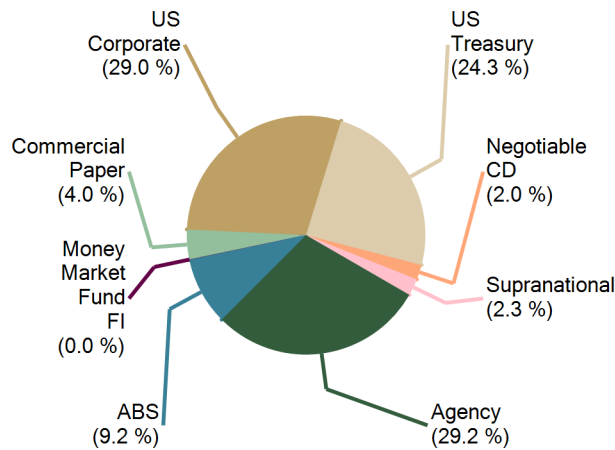
ACCOUNT SUMMARY

	Beg. Values as of 11/30/16	End Values as of 12/31/16
Market Value	83,292,349	83,279,331
Accrued Interest	225,411	277,250
Total Market Value	83,517,760	83,556,581
Income Earned	102,886	105,671
Cont/WD		0
Par	83,701,960	83,828,755
Book Value	83,472,690	83,535,243
Cost Value	83,326,465	83,394,072

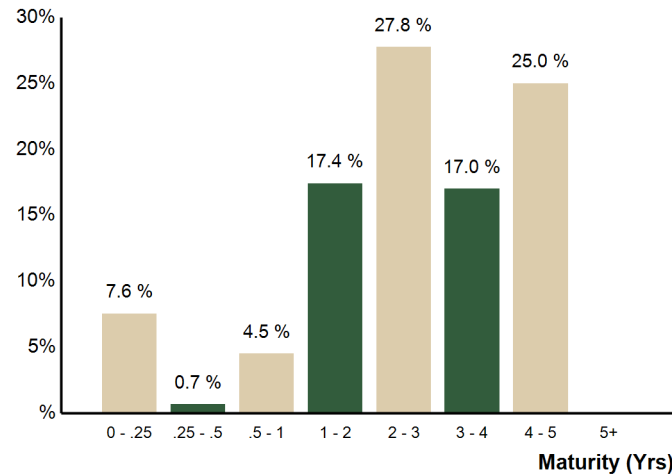
TOP ISSUERS

Issuer	% Portfolio
Government of United States	24.3 %
Federal National Mortgage Assoc	16.4 %
Federal Home Loan Mortgage Corp	7.9 %
Federal Home Loan Bank	4.9 %
Honda ABS	2.7 %
John Deere ABS	2.6 %
Intl Bank Recon and Development	2.3 %
General Electric Co	2.1 %
	63.1 %

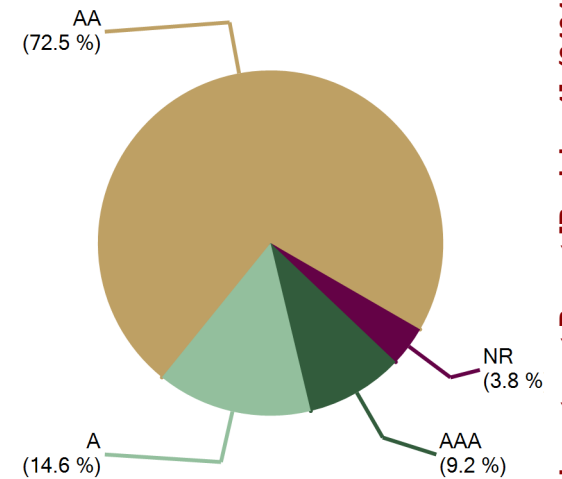
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 12/31/2016	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			Since 5/31/2010	Since 5/31/2016
					3 Yrs	5 Yrs	10 Yrs		
City of Moreno Valley	0.05 %	-0.88 %	1.35 %	1.35 %	1.33 %	1.20 %	N/A	1.63 %	11.25 %
BAML 1-5 Yr US Treasury/Agency Index	0.02 %	-1.07 %	1.09 %	1.09 %	1.10 %	0.82 %	N/A	1.32 %	9.02 %
BAML 1-5 Yr US Issuers Corp/Govt Rated AAA-A Index	0.04 %	-1.04 %	1.24 %	1.24 %	1.22 %	1.03 %	N/A	1.50 %	10.33 %

Attachment: 12-2016 Investment Report [Revision 1] (2434 : RECEIPT OF QUARTERLY INVESTMENT



COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.

Category	Standard	Comment
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Supranationals	30% max; 5% max per issuer; "AA" rated by a NRSRO; Issued by IBRD, IFC or IADB only;	Complies
Municipal Securities (Local Agency/State)	No Limitation	Complies
Banker's Acceptances	40% maximum; 5% max issuer; 180 days max maturity	Complies
Commercial Paper	25% maximum; 5% max issuer; 270 days max maturity; "A-1/P-1/F-1" minimum ratings; "A" rated issuer or higher, if long term debt	Complies
Negotiable Certificates of Deposit	30% maximum; 5% max issuer	Complies
Medium Term Notes	30% maximum; 5% max issuer; "A" rated or better by a NRSRO	Complies
Money Market Mutual Funds	20% maximum; AAA/Aaa or Highest rating	Complies
Collateralized Certificates of Deposit (CD)/ Time Deposit (TD)	5% max issuer	Complies
FDIC Insured Certificates of Deposit (CD)/Time Deposit (TD)	5% max issuer	Complies
Asset-Backed (ABS), Mortgage Backed (MBS) and Collateralized Mortgage Obligations (CMO)	20% maximum; 5% max issuer; "AA" rated or better by a NRSRO; "A" rated issuer	Complies
Repurchase Agreements	No limitation; 1-year max maturity	Complies
Local Agency Investment Fund - L.A.I.F.	Maximum program limitation	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest only strips from mortgages; Reverse repurchase agreements; Futures/Option contracts	Complies
Issuer Maximum	5% per issuer for all non-government issuers and agencies	Complies
Maximum maturity	5 years	Complies
Weighted Average Maturity	3 years	Complies



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
ABS									
89231MAC9	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	135,428.06	03/11/2014 0.69 %	135,403.03 135,427.67	99.96 1.33 %	135,368.88 40.33	0.16 % (58.79)	Aaa / AAA NR	0. 0.
43814GAC4	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	307,745.46	05/13/2014 0.78 %	307,708.47 307,740.82	99.92 1.14 %	307,486.95 85.57	0.37 % (253.87)	Aaa / AAA NR	1. 0.
47787VAC5	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	412,131.12	04/02/2014 0.93 %	412,065.10 412,124.89	99.96 1.14 %	411,953.90 168.52	0.49 % (170.99)	Aaa / NR AAA	1. 0.
43814HAC2	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	420,486.53	08/12/2014 0.89 %	420,405.42 420,471.61	99.93 1.12 %	420,200.60 164.46	0.50 % (271.01)	NR / AAA AAA	1. 0.
477877AD6	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	348,437.90	08/26/2014 1.08 %	348,361.80 348,417.20	99.99 1.09 %	348,414.21 165.70	0.42 % (2.99)	Aaa / NR AAA	1. 0.
47788NAB4	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	755,000.00	07/19/2016 1.10 %	754,953.95 754,961.75	99.89 1.26 %	754,131.75 365.76	0.90 % (830.00)	Aaa / NR AAA	2. 0.
43814RAB2	Honda Auto Receivables 2016-4 A2 1.04% Due 4/18/2019	1,075,000.00	10/18/2016 1.05 %	1,074,970.01 1,074,972.26	99.76 1.31 %	1,072,435.05 403.72	1.28 % (2,537.21)	NR / AAA AAA	2. 0.
65478WAB1	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	530,000.00	08/02/2016 1.08 %	529,979.12 529,982.10	99.83 1.30 %	529,094.23 252.04	0.63 % (887.87)	Aaa / NR AAA	2. 0.
89231LAB3	Toyota Auto Receivables Owner 2016-D 1.06% Due 5/15/2019	695,000.00	10/04/2016 1.07 %	694,944.40 694,949.17	99.81 1.29 %	693,668.38 327.42	0.83 % (1,280.79)	Aaa / AAA NR	2. 0.
161571HH0	Chase CHAIT Pool #2016-A7 1.06% Due 9/16/2019	1,075,000.00	09/06/2016 1.08 %	1,074,907.34 1,074,935.11	99.91 1.20 %	1,074,022.83 506.44	1.29 % (912.28)	Aaa / AAA AAA	2. 0.
47788MAC4	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	635,000.00	02/23/2016 1.37 %	634,900.05 634,920.31	99.74 1.55 %	633,336.30 383.82	0.76 % (1,584.01)	Aaa / NR AAA	3. 1.
89231UAD9	Toyota Auto Receivables 2016-B 1.3% Due 4/15/2020	845,000.00	05/02/2016 1.31 %	844,956.82 844,966.31	99.68 1.51 %	842,290.93 488.22	1.01 % (2,675.38)	Aaa / AAA NR	3. 1.
43814QAC2	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	460,000.00	05/24/2016 1.40 %	459,991.08 459,992.44	99.85 1.49 %	459,287.00 284.18	0.55 % (705.44)	Aaa / NR AAA	3. 1.
Total ABS		7,694,229.07	1.11 %	7,693,546.59 7,693,861.64	1.30 %	7,681,691.01 3,636.18	9.20 % (12,170.63)	Aaa / AAA AAA	2. 0.
AGENCY									
3130A4GJ5	FHLB Note 1.125% Due 4/25/2018	1,625,000.00	03/20/2015 1.02 %	1,630,331.63 1,627,262.05	100.08 1.07 %	1,626,254.50 3,351.56	1.95 % (1,007.55)	Aaa / AA+ AAA	1. 1.
3135G0WJ8	FNMA Note 0.875% Due 5/21/2018	1,550,000.00	07/29/2013 1.54 %	1,502,732.75 1,536,406.63	99.72 1.08 %	1,545,663.10 1,506.94	1.85 % 9,256.47	Aaa / AA+ AAA	1. 1.
3135G0YM9	FNMA Note 1.875% Due 9/18/2018	950,000.00	12/23/2013 1.71 %	956,915.05 952,504.00	101.16 1.19 %	961,010.50 5,096.35	1.16 % 8,506.50	Aaa / AA+ AAA	1. 1.
3137EADG1	FHLMC Note 1.75% Due 5/30/2019	1,625,000.00	Various 1.87 %	1,616,606.73 1,620,696.23	100.94 1.35 %	1,640,310.75 2,448.78	1.97 % 19,614.52	Aaa / AA+ AAA	2. 2.
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	1,750,000.00	09/04/2014 1.83 %	1,702,260.00 1,724,848.39	99.59 1.41 %	1,742,795.25 9,114.58	2.10 % 17,946.86	Aaa / AA+ AAA	2. 2.52

Attachment: 12-2016 Investment Report [Revision 1] (2434 : RECEIPT OF QUARTERLY INVESTMENT



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
AGENCY									
3135G0ZG1	FNMA Note 1.75% Due 9/12/2019	1,700,000.00	10/29/2014 1.70 %	1,703,859.00 1,702,135.69	100.95 1.39 %	1,716,150.00 9,007.64	2.06 % 14,014.31	Aaa / AA+ AAA	2. 2.
3135G0A78	FNMA Note 1.625% Due 1/21/2020	400,000.00	05/26/2015 1.55 %	401,417.20 400,929.52	100.30 1.53 %	401,184.00 2,888.89	0.48 % 254.48	Aaa / AA+ AAA	3. 2.
3137EADR7	FHLMC Note 1.375% Due 5/1/2020	1,650,000.00	08/26/2015 1.56 %	1,636,522.80 1,640,410.61	99.22 1.61 %	1,637,205.90 3,781.25	1.96 % (3,204.71)	Aaa / AA+ AAA	3. 3.
3135G0D75	FNMA Note 1.5% Due 6/22/2020	1,655,000.00	09/29/2015 1.49 %	1,655,893.70 1,655,656.17	99.53 1.64 %	1,647,284.39 620.63	1.97 % (8,371.78)	Aaa / AA+ AAA	3. 3.
3135G0F73	FNMA Note 1.5% Due 11/30/2020	1,650,000.00	12/16/2015 1.90 %	1,618,815.00 1,625,379.36	98.75 1.83 %	1,629,300.75 2,131.25	1.95 % 3,921.39	Aaa / AA+ AAA	3. 3.
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	1,410,000.00	02/17/2016 1.46 %	1,404,303.60 1,405,295.09	98.11 1.85 %	1,383,296.01 7,162.60	1.66 % (21,999.08)	Aaa / AA+ AAA	4. 3.
3135G0J20	FNMA Note 1.375% Due 2/26/2021	1,675,000.00	Various 1.47 %	1,667,519.85 1,668,586.39	98.05 1.86 %	1,642,345.88 7,996.96	1.98 % (26,240.51)	Aaa / AA+ AAA	4. 3.
3135G0K69	FNMA Note 1.25% Due 5/6/2021	1,675,000.00	06/29/2016 1.18 %	1,680,695.00 1,680,100.10	97.17 1.93 %	1,627,543.90 3,198.78	1.95 % (52,556.20)	Aaa / AA+ AAA	4. 4.
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	1,100,000.00	10/04/2016 1.33 %	1,089,836.00 1,090,343.62	96.53 1.93 %	1,061,786.00 5,740.63	1.28 % (28,557.62)	Aaa / AA+ AAA	4. 4.
3137EAEC9	FHLMC Note 1.125% Due 8/12/2021	1,625,000.00	Various 1.32 %	1,610,283.75 1,611,233.44	96.28 1.97 %	1,564,480.13 7,058.60	1.88 % (46,753.31)	Aaa / AA+ AAA	4. 4.
3135G0N82	FNMA Note 1.25% Due 8/17/2021	1,700,000.00	Various 1.32 %	1,694,675.10 1,694,941.70	96.65 2.01 %	1,642,999.00 7,791.66	1.98 % (51,942.70)	Aaa / AA+ AAA	4. 4.
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	840,000.00	10/27/2016 1.50 %	834,884.40 835,068.62	97.29 1.97 %	817,210.80 2,695.00	0.98 % (17,857.82)	Aaa / AA+ AAA	4. 4.
Total Agency		24,580,000.00	1.51 %	24,407,551.56 24,471,797.61	1.62 %	24,286,820.86 81,592.10	29.16 % (184,976.75)	Aaa / AA+ AAA	3. 3.
COMMERCIAL PAPER									
06538BQ63	Bank of Tokyo Mitsubishi NY Discount CP 1.03% Due 3/6/2017	1,685,000.00	10/26/2016 1.05 %	1,678,732.74 1,681,914.58	99.82 1.05 %	1,681,914.58 0.00	2.01 % 0.00	P-1 / A-1 NR	0. 0.
21687AQU0	Rabobank Nederland NV NY Discount CP 1.12% Due 3/28/2017	1,690,000.00	09/27/2016 1.14 %	1,680,483.42 1,685,478.31	99.73 1.14 %	1,685,478.31 0.00	2.02 % 0.00	P-1 / A-1 NR	0. 0.
Total Commercial Paper		3,375,000.00	1.10 %	3,359,216.16 3,367,392.89	1.10 %	3,367,392.89 0.00	4.03 % 0.00	P-1 / A-1 NR	0. 0.

Attachment: 12-2016 Investment Report [Revision 1] (2434 : RECEIPT OF QUARTERLY INVESTMENT



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
MONEY MARKET FUND FI									
60934N104	Federated Prime Value Oblig GOVT OBLIG MMF	24,525.49	Various 0.40 %	24,525.49 24,525.49	1.00 0.40 %	24,525.49 0.00	0.03 % 0.00	Aaa / AAA NR	0. 0.
Total Money Market Fund FI		24,525.49	0.40 %	24,525.49 24,525.49	0.40 %	24,525.49 0.00	0.03 % 0.00	Aaa / AAA NR	0. 0.
NEGOTIABLE CD									
06417GNP9	Bank of Nova Scotia Yankee CD 1.26% Due 3/1/2017	1,685,000.00	08/29/2016 1.26 %	1,684,999.63 1,684,999.88	100.00 1.26 %	1,684,999.88 7,371.88	2.03 % 0.00	P-1 / A-1 F-1+	0. 0.
Total Negotiable CD		1,685,000.00	1.26 %	1,684,999.63 1,684,999.88	1.26 %	1,684,999.88 7,371.88	2.03 % 0.00	P-1 / A-1 F-1+	0. 0.
SUPRANATIONAL									
459058ER0	Intl. Bank Recon & Development Note 1% Due 10/5/2018	1,915,000.00	09/30/2015 1.06 %	1,911,744.50 1,913,089.55	99.51 1.28 %	1,905,524.58 4,574.72	2.29 % (7,564.97)	Aaa / AAA AAA	1. 1.
Total Supranational		1,915,000.00	1.06 %	1,911,744.50 1,913,089.55	1.28 %	1,905,524.58 4,574.72	2.29 % (7,564.97)	Aaa / AAA AAA	1. 1.
US CORPORATE									
24422ERL5	John Deere Capital Corp Note 2% Due 1/13/2017	1,215,000.00	09/11/2012 1.05 %	1,263,733.65 1,215,369.66	100.02 1.31 %	1,215,274.59 11,340.00	1.47 % (95.07)	A2 / A A	0. 0.
717081DJ9	Pfizer Inc. Note 1.1% Due 5/15/2017	565,000.00	05/12/2014 1.13 %	564,502.80 564,939.21	100.00 1.09 %	565,007.91 794.14	0.68 % 68.70	A1 / AA A+	0. 0.
166764AA8	Chevron Corp Callable Note Cont 11/5/17 1.104% Due 12/5/2017	1,500,000.00	Various 1.48 %	1,477,072.20 1,495,025.93	99.77 1.37 %	1,496,610.00 1,195.99	1.79 % 1,584.07	Aa2 / AA- NR	0. 0.
02665WAQ4	American Honda Finance Note 1.55% Due 12/11/2017	695,000.00	12/08/2014 1.58 %	694,353.65 694,797.13	100.09 1.46 %	695,601.18 598.47	0.83 % 804.05	A1 / A+ NR	0. 0.
458140AL4	Intel Corp Note 1.35% Due 12/15/2017	1,440,000.00	12/12/2012 1.29 %	1,444,175.55 1,440,796.65	100.15 1.19 %	1,442,164.33 864.00	1.73 % 1,367.68	A1 / A+ A+	0. 0.
89236TCA1	Toyota Motor Credit Corp Note 1.45% Due 1/12/2018	505,000.00	Various 1.47 %	504,702.60 504,906.63	100.03 1.42 %	505,146.45 3,437.51	0.61 % 239.82	Aa3 / AA- A	1. 1.
459200HZ7	IBM Corp Note 1.125% Due 2/6/2018	1,035,000.00	02/03/2015 1.23 %	1,031,843.25 1,033,845.02	99.77 1.33 %	1,032,647.45 4,689.84	1.24 % (1,197.57)	Aa3 / AA- A+	1. 1.
713448CR7	PepsiCo Inc Note 1.25% Due 4/30/2018	875,000.00	Various 1.26 %	874,650.00 874,845.32	99.87 1.35 %	873,898.38 1,853.30	1.05 % (946.94)	A1 / A A	1. 1.
037833AJ9	Apple Inc Note 1% Due 5/3/2018	1,400,000.00	05/22/2013 1.25 %	1,383,186.00 1,395,453.40	99.63 1.28 %	1,394,750.00 2,255.56	1.67 % (703.40)	Aa1 / AA+ NR	1. 1.

Attachment: 12-2016 Investment Report [Revision 1] (2434 : RECEIPT OF QUARTERLY INVESTMENT



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US CORPORATE									
74005PBH6	Praxair Note 1.25% Due 11/7/2018	1,035,000.00	01/08/2015 1.68 %	1,018,719.45 1,027,116.66	99.54 1.50 %	1,030,281.44 1,940.63	1.24 % 3,164.78	A2 / A NR	1. 1.
24422ESF7	John Deere Capital Corp Note 1.95% Due 12/13/2018	545,000.00	12/10/2013 1.99 %	543,839.15 544,547.99	100.53 1.67 %	547,878.69 531.38	0.66 % 3,330.70	A2 / A A	1. 1.
36962G7G3	General Electric Capital Corp Note 2.3% Due 1/14/2019	1,750,000.00	01/08/2014 2.32 %	1,748,286.80 1,749,302.90	101.18 1.71 %	1,770,695.50 18,671.52	2.14 % 21,392.60	A1 / AA- AA-	2. 1.
17275RAR3	Cisco Systems Note 2.125% Due 3/1/2019	1,305,000.00	Various 2.07 %	1,308,459.75 1,306,500.05	101.32 1.50 %	1,322,197.29 9,243.76	1.59 % 15,697.24	A1 / AA- NR	2. 2.
91159HHH6	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 4/25/2019	1,365,000.00	Various 2.18 %	1,366,198.85 1,365,604.41	100.85 1.81 %	1,376,651.64 5,505.50	1.65 % 11,047.23	A1 / A+ AA	2. 2.
084664CK5	Berkshire Hathaway Note 1.3% Due 8/15/2019	495,000.00	08/08/2016 1.33 %	494,519.85 494,580.80	98.79 1.78 %	488,988.72 2,431.00	0.59 % (5,592.08)	Aa2 / AA A+	2. 2.
06406HCW7	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 9/11/2019	1,675,000.00	Various 2.29 %	1,675,650.55 1,675,343.33	100.82 1.97 %	1,688,802.00 11,771.53	2.04 % 13,458.67	A1 / A AA-	2. 2.
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	1,050,000.00	01/26/2015 2.17 %	1,048,857.60 1,049,295.63	99.53 2.31 %	1,045,038.75 9,468.96	1.26 % (4,256.88)	A2 / A AA-	3. 2.
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	665,000.00	02/05/2015 1.77 %	664,301.75 664,563.59	99.19 2.02 %	659,609.51 4,396.39	0.79 % (4,954.08)	A1 / A+ A+	3. 3.
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	980,000.00	06/11/2015 2.49 %	969,146.50 972,553.29	100.01 2.25 %	980,071.54 2,511.26	1.18 % 7,518.25	A1 / A+ NR	3. 3.
594918BG8	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	425,000.00	10/29/2015 2.02 %	424,660.00 424,739.09	100.10 1.97 %	425,440.30 1,369.44	0.51 % 701.21	Aaa / AAA AA+	3. 3.
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	1,160,000.00	Various 1.97 %	1,173,322.80 1,171,591.67	100.23 2.16 %	1,162,657.56 8,591.74	1.40 % (8,934.11)	Aaa / AA+ NR	4. 3.
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	580,000.00	05/16/2016 1.96 %	579,698.40 579,735.89	97.99 2.44 %	568,354.18 1,319.50	0.68 % (11,381.71)	A1 / A AA-	4. 4.
594918BP8	Microsoft Callable Note Cont 7/8/21 1.55% Due 8/8/2021	770,000.00	Various 1.57 %	769,085.90 769,158.98	96.99 2.24 %	746,832.24 4,740.85	0.90 % (22,326.74)	Aaa / AAA AA+	4. 4.
68389XBK0	Oracle Corp Callable Note Cont 8/01/21 1.9% Due 9/15/2021	1,100,000.00	11/29/2016 2.40 %	1,075,371.00 1,075,793.69	97.72 2.41 %	1,074,912.30 10,101.67	1.30 % (881.39)	A1 / AA- A+	4. 4.
Total US Corporate		24,130,000.00	1.78 %	24,098,338.05 24,090,406.92	1.71 %	24,109,511.95 119,623.94	29.00 % 19,105.03	A1 / AA- AA-	2. 2.
US TREASURY									
912828A34	US Treasury Note 1.25% Due 11/30/2018	1,625,000.00	Various 1.71 %	1,590,288.65 1,611,456.60	100.14 1.17 %	1,627,348.13 1,785.71	1.95 % 15,891.53	Aaa / AA+ AAA	1. 1.
912828SH4	US Treasury Note 1.375% Due 2/28/2019	2,000,000.00	03/31/2014 1.72 %	1,967,741.08 1,985,830.53	100.28 1.24 %	2,005,624.00 9,343.92	2.41 % 19,793.47	Aaa / AA+ AAA	2. 2. ...

Attachment: 12-2016 Investment Report [Revision 1] (2434 : RECEIPT OF QUARTERLY INVESTMENT



Holdings Report

As of 12/31/16

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
US TREASURY									
912828ST8	US Treasury Note 1.25% Due 4/30/2019	2,000,000.00	06/10/2014 1.68 %	1,960,084.82 1,981,004.49	99.94 1.28 %	1,998,828.00 4,281.77	2.40 % 17,823.51	Aaa / AA+ AAA	2. 2.
912828R85	US Treasury Note 0.875% Due 6/15/2019	1,685,000.00	07/28/2016 0.82 %	1,687,638.46 1,687,246.83	98.95 1.31 %	1,667,359.74 688.58	2.00 % (19,887.09)	Aaa / AA+ AAA	2. 2.
912828UB4	US Treasury Note 1% Due 11/30/2019	1,600,000.00	03/30/2015 1.38 %	1,572,880.35 1,583,091.97	98.80 1.42 %	1,580,750.40 1,406.59	1.89 % (2,341.57)	Aaa / AA+ AAA	2. 2.
912828H52	US Treasury Note 1.25% Due 1/31/2020	450,000.00	07/29/2015 1.54 %	444,306.20 446,108.43	99.27 1.49 %	446,695.20 2,353.94	0.54 % 586.77	Aaa / AA+ AAA	3. 3.
912828VF4	US Treasury Note 1.375% Due 5/31/2020	1,750,000.00	07/10/2015 1.62 %	1,730,250.01 1,736,206.00	99.37 1.57 %	1,738,926.00 2,115.38	2.08 % 2,720.00	Aaa / AA+ AAA	3. 3.
912828L32	US Treasury Note 1.375% Due 8/31/2020	1,650,000.00	Various 1.37 %	1,650,064.12 1,650,044.30	98.96 1.67 %	1,632,854.85 7,708.73	1.96 % (17,189.45)	Aaa / AA+ AAA	3. 3.
912828N89	US Treasury Note 1.375% Due 1/31/2021	1,600,000.00	03/09/2016 1.40 %	1,598,442.85 1,598,700.78	98.40 1.78 %	1,574,436.80 9,206.52	1.90 % (24,263.98)	Aaa / AA+ AAA	4. 3.
912828B90	US Treasury Note 2% Due 2/28/2021	1,650,000.00	Various 1.55 %	1,683,525.06 1,679,519.04	100.80 1.80 %	1,663,148.85 11,212.71	2.00 % (16,370.19)	Aaa / AA+ AAA	4. 3.
912828Q37	US Treasury Note 1.25% Due 3/31/2021	1,700,000.00	Various 1.58 %	1,676,910.00 1,676,845.31	97.69 1.82 %	1,660,753.80 5,429.26	1.99 % (16,091.51)	Aaa / AA+ AAA	4. 4.
912828S27	US Treasury Note 1.125% Due 6/30/2021	1,015,000.00	Various 1.91 %	980,766.29 981,025.30	96.79 1.87 %	982,369.78 31.55	1.18 % 1,344.48	Aaa / AA+ AAA	4. 4.
912828T34	US Treasury Note 1.125% Due 9/30/2021	1,700,000.00	11/09/2016 1.48 %	1,671,251.79 1,672,089.27	96.46 1.91 %	1,639,769.00 4,886.33	1.97 % (32,320.27)	Aaa / AA+ AAA	4. 4.
Total US Treasury		20,425,000.00	1.51 %	20,214,149.68 20,289,168.85	1.55 %	20,218,864.55 60,450.99	24.27 % (70,304.30)	Aaa / AA+ AAA	3. 3.
TOTAL PORTFOLIO		83,828,754.56	1.52 %	83,394,071.66 83,535,242.83	1.56 %	83,279,331.21 277,249.81	100.00 % (255,911.62)	Aa1 / AA AAA	2. 2.
TOTAL MARKET VALUE PLUS ACCRUED						83,556,581.02			

Attachment: 12-2016 Investment Report [Revision 1] (2434 : RECEIPT OF QUARTERLY INVESTMENT



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/01/2016	60934N104	52.68	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	52.68	0.00	52.68	0.00
Purchase	12/02/2016	68389XBK0	1,100,000.00	Oracle Corp Callable Note Cont 8/01/21 1.9% Due 9/15/2021	97.761	2.40 %	1,075,371.00	8,418.06	1,083,789.06	0.00
Purchase	12/05/2016	60934N104	8,280.00	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	8,280.00	0.00	8,280.00	0.00
Purchase	12/11/2016	60934N104	5,386.25	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	5,386.25	0.00	5,386.25	0.00
Purchase	12/13/2016	60934N104	5,313.75	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	5,313.75	0.00	5,313.75	0.00
Purchase	12/14/2016	912828B90	650,000.00	US Treasury Note 2% Due 2/28/2021	100.836	1.79 %	655,435.77	3,770.72	659,206.49	0.00
Purchase	12/14/2016	912828Q37	1,175,000.00	US Treasury Note 1.25% Due 3/31/2021	97.684	1.81 %	1,147,786.17	3,026.27	1,150,812.44	0.00
Purchase	12/14/2016	912828S27	675,000.00	US Treasury Note 1.125% Due 6/30/2021	96.774	1.87 %	653,222.96	3,446.07	656,669.03	0.00
Purchase	12/15/2016	60934N104	17,091.88	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	17,091.88	0.00	17,091.88	0.00
Purchase	12/15/2016	60934N104	472.58	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	472.58	0.00	472.58	0.00
Purchase	12/15/2016	60934N104	719.66	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	719.66	0.00	719.66	0.00
Purchase	12/16/2016	60934N104	915.42	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	915.42	0.00	915.42	0.00
Purchase	12/16/2016	60934N104	613.92	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	613.92	0.00	613.92	0.00
Purchase	12/16/2016	60934N104	685.79	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	685.79	0.00	685.79	0.00
Purchase	12/16/2016	60934N104	949.58	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	949.58	0.00	949.58	0.00
Purchase	12/16/2016	60934N104	532.83	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	532.83	0.00	532.83	0.00
Purchase	12/16/2016	60934N104	58,935.79	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	58,935.79	0.00	58,935.79	0.00
Purchase	12/16/2016	60934N104	33,690.65	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	33,690.65	0.00	33,690.65	0.00
Purchase	12/16/2016	60934N104	68,953.00	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	68,953.00	0.00	68,953.00	0.00
Purchase	12/16/2016	60934N104	57,443.93	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	57,443.93	0.00	57,443.93	0.00

Attachment: 12-2016 Investment Report [Revision 1] (2434 : RECEIPT OF QUARTERLY INVESTMENT



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/19/2016	60934N104	931.67	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	931.67	0.00	931.67	0.00
Purchase	12/19/2016	60934N104	52,812.30	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	52,812.30	0.00	52,812.30	0.00
Purchase	12/22/2016	60934N104	12,412.50	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	12,412.50	0.00	12,412.50	0.00
Purchase	12/29/2016	912828S27	340,000.00	US Treasury Note 1.125% Due 6/30/2021	96.336	1.98 %	327,543.33	1,891.71	329,435.04	0.00
Purchase	12/31/2016	60934N104	5,709.38	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.40 %	5,709.38	0.00	5,709.38	0.00
	Subtotal		4,271,903.56				4,191,262.79	20,552.83	4,211,815.62	0.00
Security Contribution	12/07/2016	60934N104	335.67	Federated Prime Value Oblig GOVT OBLIG MMF	1.000		335.67	0.00	335.67	0.00
	Subtotal		335.67				335.67	0.00	335.67	0.00
TOTAL ACQUISITIONS			4,272,239.23				4,191,598.46	20,552.83	4,212,151.29	0.00
DISPOSITIONS										
Sale	12/02/2016	60934N104	1,083,789.06	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	1,083,789.06	0.00	1,083,789.06	0.00
Sale	12/14/2016	60934N104	80,848.41	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	80,848.41	0.00	80,848.41	0.00
Sale	12/14/2016	912828VE7	750,000.00	US Treasury Note 1% Due 5/31/2018	99.906	1.06 %	749,294.36	288.46	749,582.82	4,161.00
Sale	12/14/2016	912828WD8	1,630,600.00	US Treasury Note 1.25% Due 10/31/2018	100.195	1.14 %	1,633,779.30	2,477.43	1,636,256.73	4,559.00
Sale	12/29/2016	60934N104	329,435.04	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.26 %	329,435.04	0.00	329,435.04	0.00
	Subtotal		3,874,672.51				3,877,146.17	2,765.89	3,879,912.06	8,720.00
Paydown	12/15/2016	47788MAC4	0.00	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	100.000		0.00	719.66	719.66	0.00
Paydown	12/15/2016	65478WAB1	0.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	100.000		0.00	472.58	472.58	0.00
Paydown	12/16/2016	161571HH0	0.00	Chase CHAIT Pool #2016-A7 1.06% Due 9/16/2019	100.000		0.00	949.58	949.58	0.00

Attachment: 12-2016 Investment Report [Revision 1] (2434 : RECEIPT OF QUARTERLY INVESTMENT



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	12/16/2016	43814HAC2	58,584.47	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	100.000		58,584.47	351.32	58,935.79	0.00
Paydown	12/16/2016	43814QAC2	0.00	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	100.000		0.00	532.83	532.83	0.00
Paydown	12/16/2016	477877AD6	33,350.22	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	100.000		33,350.22	340.43	33,690.65	0.00
Paydown	12/16/2016	47787VAC5	68,584.45	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	100.000		68,584.45	368.55	68,953.00	0.00
Paydown	12/16/2016	47788NAB4	0.00	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	100.000		0.00	685.79	685.79	0.00
Paydown	12/16/2016	89231LAB3	0.00	Toyota Auto Receivables Owner 2016-D 1.06% Due 5/15/2019	100.000		0.00	613.92	613.92	0.00
Paydown	12/16/2016	89231MAC9	57,336.30	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	100.000		57,336.30	107.63	57,443.93	0.00
Paydown	12/16/2016	89231UAD9	0.00	Toyota Auto Receivables 2016-B 1.3% Due 4/15/2020	100.000		0.00	915.42	915.42	0.00
Paydown	12/19/2016	43814GAC4	52,581.09	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	100.000		52,581.09	231.21	52,812.30	0.00
Paydown	12/19/2016	43814RAB2	0.00	Honda Auto Receivables 2016-4 A2 1.04% Due 4/18/2019	100.000		0.00	931.67	931.67	0.00
		Subtotal	270,436.53				270,436.53	7,220.59	277,657.12	0.00
Security Withdrawal	12/07/2016	60934N104	335.67	Federated Prime Value Oblig GOVT OBLIG MMF	1.000		335.67	0.00	335.67	0.00
		Subtotal	335.67				335.67	0.00	335.67	0.00
TOTAL DISPOSITIONS			4,145,444.71				4,147,918.37	9,986.48	4,157,904.85	8,720.00
OTHER TRANSACTIONS										
Interest	12/05/2016	166764AA8	1,500,000.00	Chevron Corp Callable Note Cont 11/5/17 1.104% Due 12/5/2017	0.000		8,280.00	0.00	8,280.00	0.00
Interest	12/11/2016	02665WAQ4	695,000.00	American Honda Finance Note 1.55% Due 12/11/2017	0.000		5,386.25	0.00	5,386.25	0.00
Interest	12/13/2016	24422ESF7	545,000.00	John Deere Capital Corp Note 1.95% Due 12/13/2018	0.000		5,313.75	0.00	5,313.75	0.00
Interest	12/15/2016	458140AL4	1,440,000.00	Intel Corp Note 1.35% Due 12/15/2017	0.000		9,720.00	0.00	9,720.00	0.00
Interest	12/15/2016	912828R85	1,685,000.00	US Treasury Note 0.875% Due 6/15/2019	0.000		7,371.88	0.00	7,371.88	0.00

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Transaction Ledger

11/30/16 Thru 12/31/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	12/22/2016	3135G0D75	1,655,000.00	FNMA Note 1.5% Due 6/22/2020	0.000		12,412.50	0.00	12,412.50	0.00
Interest	12/31/2016	912828S27	1,015,000.00	US Treasury Note 1.125% Due 6/30/2021	0.000		5,709.38	0.00	5,709.38	0.00
	Subtotal		8,535,000.00				54,193.76	0.00	54,193.76	0.00
Dividend	12/01/2016	60934N104	102,905.38	Federated Prime Value Oblig GOVT OBLIG MMF	0.000		52.68	0.00	52.68	0.00
	Subtotal		102,905.38				52.68	0.00	52.68	0.00
TOTAL OTHER TRANSACTIONS			8,637,905.38				54,246.44	0.00	54,246.44	0.00

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Section 3
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ANY FORM WITHOUT PRIOR WRITTEN APPROVAL



CITY OF MORENO VALLEY

December 2016

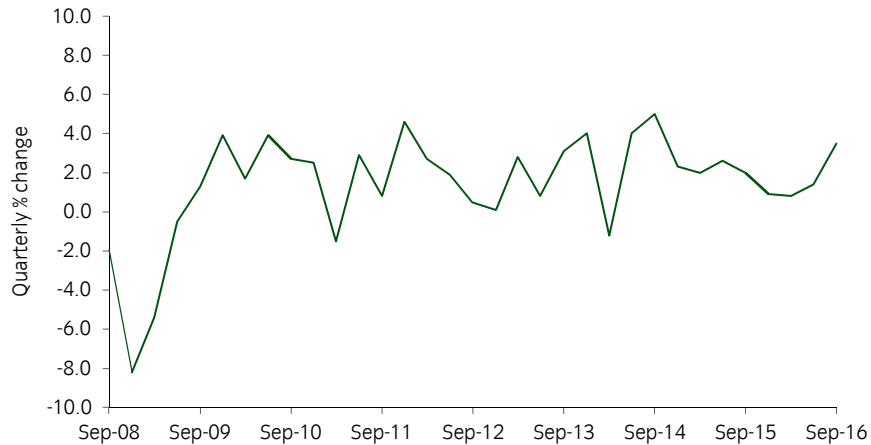
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Attachment: 12-2016 Investment Report [Revision 1] (2434 : RECEIPT OF QUARTERLY INVESTMENT REPORT FOR DECEMBER 2016)

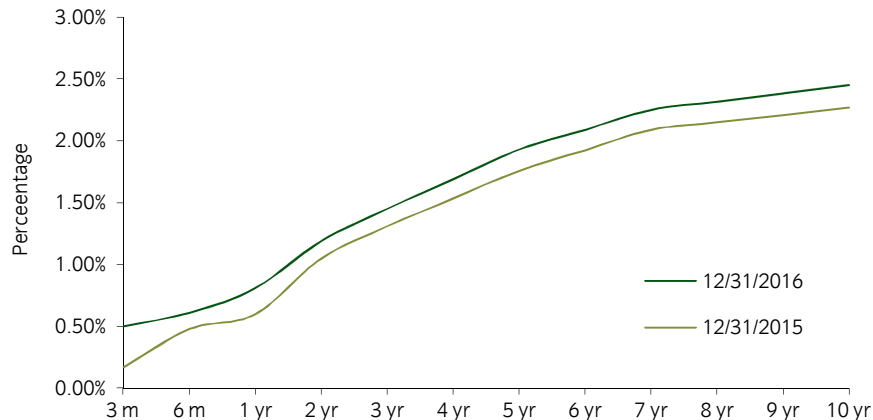
As of December 31, 2016

Chart 1: US Gross Domestic Product 9/30/08–9/30/16



Source: Bloomberg Finance LP, September 30, 2016.

Chart 2: Treasury Yield Curves 12/31/2015 – 12/31/2016



Source: Bloomberg Finance LP, December 31, 2015, December 31, 2016.

Economic Indicators and Monetary Policy

Interest rates increased across the yield curve in December, supported by positive economic releases and action by the Federal Reserve. In addition, the market continues to anticipate future stimulus from changes in policies related to spending, trade and taxes.

The Federal Open Market Committee (FOMC) delivered the first change in the Fed funds target rate in 2016 at its December 14th meeting. The target for the overnight rate was increased to a range of 0.50% to 0.75% from the prior range of 0.25% to 0.50%. The FOMC statement referenced an expanding labor market and strengthening economic activity.

The payroll report for November was released on December 2nd, showing that the unemployment rate fell to 4.6% from 4.9% and the underemployment rate declined to 9.3% from 9.5%. The November payroll data reflected that 178,000 jobs were added, slightly lower than expectations for 180,000 new jobs. Average hourly earnings fell 0.01% to a 2.5% annual rate.

The final estimate of US Gross Domestic Product (GDP) for the third quarter was released on December 22nd. The GDP report showed 3.5% growth in the third quarter, which was revised up from the 3.2% prior estimate. Personal consumption increased to 3.0% in the final estimate of third quarter GDP from the 2.8% prior estimate. (See Chart 1).

The Producer Price Index (PPI) released on December 14th showed higher than expected increases in November. The PPI increased 0.4% in November at both the headline and core levels. Year-over-year, including food and energy the PPI increased 1.3% and excluding food and energy increased 1.6%. The Consumer Price Index (CPI) released on December 15th rose in line with expectations to annual rates of 1.7% including food and energy and 2.1% excluding food and energy for November.

Interest Rate Summary

At the end of December, the 3-month US Treasury bill yielded 0.50%, the 6-month US Treasury bill yielded 0.61%, the 2-year US Treasury note yielded 1.19%, the 5-year US Treasury note yielded 1.93% and the 10-year US Treasury note yielded 2.45% (See Chart 2).

ACTIVITY AND PERFORMANCE SUMMARY

For the period December 1, 2016 - December 31, 2016

<u>Amortized Cost Basis Activity Summary</u>		
Opening balance		54,904,293.98
Income received	61,869.86	
Total receipts		61,869.86
Total disbursements		0.00
Interportfolio transfers	0.00	
Total Interportfolio transfers		0.00
Realized gain (loss)		0.00
Total amortization expense		(8,326.13)
Total OID/MKT accretion income		3,883.03
Return of capital		0.00
Closing balance		54,961,720.74
Ending fair value		54,869,881.94
Unrealized gain (loss)		(91,838.80)

<u>Detail of Amortized Cost Basis Return</u>				
	Interest earned	Accretion (amortization)	Realized gain (loss)	Total income
Cash and Cash Equivalents	50.36	0.00	0.00	50.36
Corporate Bonds	18,849.74	(2,131.40)	0.00	16,718.34
Government Agencies	34,142.55	(3,965.60)	0.00	30,176.95
Government Bonds	5,399.33	1,653.90	0.00	7,053.23
Total	58,441.98	(4,443.10)	0.00	53,998.88

<u>Comparative Rates of Return (%)</u>			
	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	0.40	0.21	0.05
Overnight Repo	0.45	0.23	0.03
Merrill Lynch 3m US Treas Bill	0.30	0.17	0.04
Merrill Lynch 6m US Treas Bill	0.41	0.23	0.05
ML 1 Year US Treasury Note	0.61	0.33	0.07
ML 2 Year US Treasury Note	0.84	0.44	0.10
ML 5 Year US Treasury Note	1.34	0.69	0.16

* rates reflected are cumulative

<u>Summary of Amortized Cost Basis Return for the Period</u>	
	Total portfolio
Interest earned	58,441.98
Accretion (amortization)	(4,443.10)
Realized gain (loss) on sales	0.00
Total income on portfolio	53,998.88
Average daily amortized cost	54,932,312.09
Period return (%)	0.10
YTD return (%)	1.11
Weighted average final maturity in days	532

ACTIVITY AND PERFORMANCE SUMMARY

For the period December 1, 2016 - December 31, 2016

<u>Fair Value Basis Activity Summary</u>		
Opening balance		54,823,280.84
Income received	61,869.86	
Total receipts		61,869.86
Total disbursements		0.00
Interportfolio transfers	0.00	
Total Interportfolio transfers		0.00
Unrealized gain (loss) on security movements		0.00
Return of capital		0.00
Change in fair value for the period		(15,268.76)
Ending fair value		54,869,881.94

<u>Detail of Fair Value Basis Return</u>			
	Interest earned	Change in fair value	Total income
Cash and Cash Equivalents	50.36	0.00	50.36
Corporate Bonds	18,849.74	(4,277.93)	14,571.81
Government Agencies	34,142.55	(10,191.05)	23,951.50
Government Bonds	5,399.33	(799.78)	4,599.55
Total	58,441.98	(15,268.76)	43,173.22

<u>Comparative Rates of Return (%)</u>			
	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	0.40	0.21	0.05
Overnight Repo	0.45	0.23	0.03
Merrill Lynch 3m US Treas Bill	0.33	0.18	0.04
Merrill Lynch 6m US Treas Bill	0.67	0.26	0.05
ML 1 Year US Treasury Note	0.76	0.10	0.07
ML US Treasury 1-3	0.89	(0.54)	0.03
ML US Treasury 1-5	1.09	(1.27)	0.02

* rates reflected are cumulative

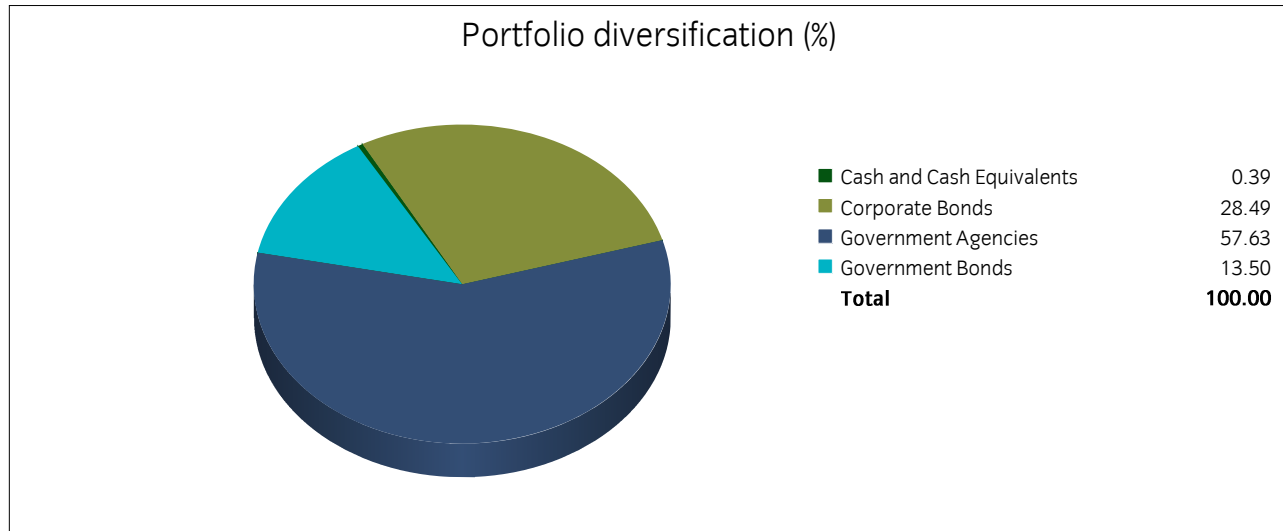
<u>Summary of Fair Value Basis Return for the Period</u>	
	Total portfolio
Interest earned	58,441.98
Change in fair value	(15,268.76)
Total income on portfolio	43,173.22
Average daily total value *	54,961,302.97
Period return (%)	0.08
YTD return (%)	1.06
Weighted average final maturity in days	532

* Total value equals market value and accrued interest

RECAP OF SECURITIES HELD

As of December 31, 2016

	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Weighted average final maturity (days)	Percent of portfolio	Weighted average effective duration (years)
Cash and Cash Equivalents	213,809.47	213,809.47	213,809.47	0.00	1	0.39	0.00
Corporate Bonds	15,653,876.00	15,626,245.91	15,579,840.74	(46,405.17)	454	28.49	1.22
Government Agencies	31,667,225.45	31,647,629.64	31,582,206.75	(65,422.89)	596	57.63	1.56
Government Bonds	7,418,193.96	7,474,035.72	7,494,024.98	19,989.26	438	13.50	1.19
Total	54,953,104.88	54,961,720.74	54,869,881.94	(91,838.80)	532	100.00	1.41

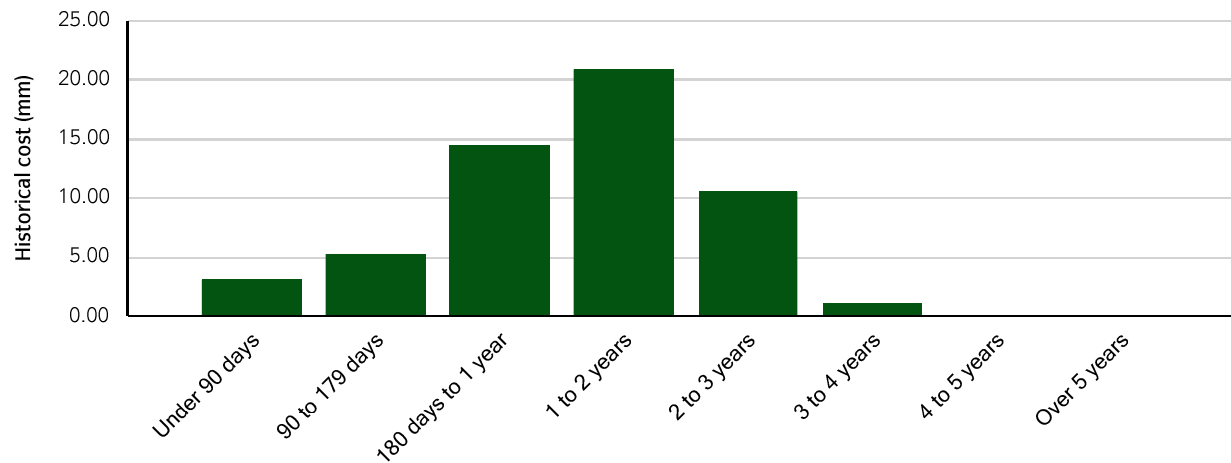


MATURITY DISTRIBUTION OF SECURITIES HELD

As of December 31, 2016

Maturity	Historic cost	Percent
Under 90 days	3,024,533.47	5.50
90 to 179 days	5,241,391.10	9.54
180 days to 1 year	14,407,575.94	26.22
1 to 2 years	20,800,415.87	37.85
2 to 3 years	10,480,188.50	19.07
3 to 4 years	999,000.00	1.82
4 to 5 years	0.00	0.00
Over 5 years	0.00	0.00
	54,953,104.88	100.00

Maturity distribution



SECURITIES HELD

As of December 31, 2016

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Cash and Cash Equivalents											
Cash and Cash Equivalents	0.000		213,809.47	213,809.47 0.00	213,809.47 0.00	213,809.47 0.00	0.00	0.00	0.00	0.00	0.39
Total Cash and Cash Equivalents			213,809.47	213,809.47 0.00	213,809.47 0.00	213,809.47 0.00	0.00	0.00	0.00	0.00	0.39
Corporate Bonds											
46623EJY6 JPMORGAN CHASE & CO 1.35% 15/02/2017	1.350	02/15/2017	1,000,000.00	1,003,660.00 0.00	1,000,219.60 (146.40)	1,000,170.00 (211.00)	(49.60)	0.00	1,162.50	5,100.00	1.83
24422ERN1 JOHN DEERE CAPITAL CORP 1.4% 15/03/2017	1.400	03/15/2017	800,000.00	807,064.00 0.00	800,730.76 (292.30)	800,795.20 (370.40)	64.44	0.00	964.45	3,297.78	1.47
36962G7J7 GENERAL ELECTRIC CO 1.25% 15/05/2017 (CALLABLE 13/04/17)	1.250	05/15/2017 04/13/2017	1,000,000.00	1,005,930.00 0.00	1,000,953.04 (211.78)	999,745.50 (767.00)	(1,207.54)	0.00	1,076.39	1,597.22	1.83
717081DJ9 PFIZER INC 1.1% 15/05/2017	1.100	05/15/2017	1,000,000.00	1,003,800.00 0.00	1,000,653.50 (145.23)	1,000,068.50 (409.00)	(585.00)	0.00	947.23	1,405.56	1.83
713448CB2 PEPSICO INC 1.25% 13/08/2017	1.250	08/13/2017	500,000.00	501,065.00 0.00	500,302.54 (40.70)	500,190.50 (396.00)	(112.04)	0.00	538.19	2,395.83	0.91
0258M0DR7 AMERICAN EXPRESS CREDIT 1.55% 22/09/2017	1.550	09/22/2017	740,000.00	745,379.80 0.00	741,569.61 (179.72)	740,824.36 873.20	(745.25)	0.00	987.69	3,154.25	1.36
68389XAN5 ORACLE CORP 1.2% 15/10/2017	1.200	10/15/2017	1,000,000.00	1,003,020.00 0.00	1,000,934.53 (98.37)	1,000,354.00 (738.50)	(580.53)	0.00	1,033.33	2,533.33	1.83
40AL4 L CORP 1.35% 15/12/2017	1.350	12/15/2017	500,000.00	501,300.00 0.00	500,248.61 (21.62)	500,751.50 (248.50)	502.89	3,375.00	581.25	300.00	0.91

SECURITIES HELD

As of December 31, 2016

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Corporate Bonds											
459200HZ7 IBM CORP 1.125% 06/02/2018	1.125	02/06/2018	1,000,000.00	998,600.00 0.00	999,487.62 38.82	997,727.00 11.00	(1,760.62)	0.00	968.75	4,531.25	1.82
24422ESB6 JOHN DEERE CAPITAL CORP 1.3% 12/03/2018	1.300	03/12/2018	1,000,000.00	998,550.00 0.00	999,437.70 39.05	997,311.00 (324.00)	(2,126.70)	0.00	1,119.44	3,936.11	1.82
191216BA7 COCA-COLA CO/THE 1.15% 01/04/2018	1.150	04/01/2018	1,000,000.00	995,110.00 0.00	998,000.55 133.00	997,734.00 190.00	(266.55)	0.00	990.28	2,875.00	1.81
931142DF7 WAL-MART STORES INC 1.125% 11/04/2018	1.125	04/11/2018	1,130,000.00	1,128,960.40 0.00	1,129,734.93 17.25	1,127,369.36 28.25	(2,365.57)	0.00	1,094.69	2,825.00	2.05
037833AJ9 APPLE INC 1% 03/05/2018	1.000	05/03/2018	500,000.00	493,995.00 0.00	498,372.38 101.09	498,125.00 415.00	(247.38)	0.00	430.56	805.56	0.90
91159HHE3 US BANCORP 1.95% 15/11/2018 (CALLABLE 15/10/18)	1.950	11/15/2018 10/15/2018	215,000.00	215,455.80 0.00	215,179.50 (7.98)	216,093.92 (75.68)	914.42	0.00	361.02	535.71	0.39
17275RBB7 CISCO SYSTEMS INC 1.6% 28/02/2019	1.600	02/28/2019	700,000.00	702,331.00 0.00	701,671.12 (64.28)	698,405.40 (926.80)	(3,265.72)	0.00	964.45	3,826.67	1.28
17275RAR3 CISCO SYSTEMS INC 2.125% 01/03/2019	2.125	03/01/2019	500,000.00	503,740.00 0.00	501,618.25 (62.16)	506,589.00 1,862.00	4,970.75	0.00	914.93	3,541.67	0.92
89236TDE2 TOYOTA MOTOR CREDIT CORP 1.4% 20/05/2019	1.400	05/20/2019	1,500,000.00	1,504,395.00 0.00	1,503,596.29 (125.45)	1,482,981.00 (78.00)	(20,615.29)	0.00	1,808.34	2,391.67	2.74

SECURITIES HELD

As of December 31, 2016

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Corporate Bonds											
02665WAH4 AMERICAN HONDA FINANCE 2.25% 15/08/2019	2.250	08/15/2019	1,500,000.00	1,541,520.00 0.00	1,533,535.38 (1,064.62)	1,514,605.50 (3,112.50)	(18,929.88)	0.00	2,906.25	12,750.00	2.81
Total Corporate Bonds			15,585,000.00	15,653,876.00 0.00	15,626,245.91 (2,131.40)	15,579,840.74 (4,277.93)	(46,405.17)	3,375.00	18,849.74	57,802.61	28.49
Government Agencies											
3137EADF3 FREDDIE MAC 1.25% 12/05/2017	1.250	05/12/2017	1,000,000.00	1,009,273.00 0.00	1,000,686.12 (155.93)	1,002,187.00 (432.00)	1,500.88	0.00	1,076.39	1,701.39	1.84
313379VE6 FEDERAL HOME LOAN BANK 1.01% 19/06/2017	1.010	06/19/2017	915,000.00	923,363.10 0.00	915,801.23 (142.23)	916,043.10 (311.10)	241.87	4,620.75	795.80	308.05	1.68
3137EADH9 FREDDIE MAC 1% 29/06/2017	1.000	06/29/2017	1,500,000.00	1,510,875.00 0.00	1,501,097.93 (184.01)	1,502,305.50 (123.00)	1,207.57	7,500.00	1,291.66	83.33	2.75
3133EFEU7 FEDERAL FARM CREDIT BANK 0.78% 28/08/2017	0.780	08/28/2017	1,600,000.00	1,602,000.00 0.00	1,600,684.89 (86.33)	1,598,976.00 (272.00)	(1,708.89)	0.00	1,074.67	4,264.00	2.92
3133EAY28 FEDERAL FARM CREDIT BANK 0.83% 21/09/2017	0.830	09/21/2017	1,645,000.00	1,645,000.00 0.00	1,645,000.00 0.00	1,645,049.35 148.05	49.35	0.00	1,175.72	3,792.64	2.99
3135GORT2 FANNIE MAE 0.875% 20/12/2017	0.875	12/20/2017	1,850,000.00	1,845,264.00 0.00	1,849,046.81 81.70	1,848,975.10 558.70	(71.71)	8,093.75	1,393.93	494.62	3.36
3134G6PM9 FREDDIE MAC 1.05% 29/12/2017 CALLABLE	1.050	12/29/2017	1,000,000.00	1,000,600.00 0.00	1,000,216.48 (18.09)	999,120.00 (110.00)	(1,096.48)	5,250.00	904.16	58.33	1.82
3137EADN6 FREDDIE MAC 0.75% 11/2018 #1	0.750	01/12/2018	1,850,000.00	1,833,275.85 0.00	1,846,043.91 319.04	1,846,229.70 717.80	185.79	0.00	1,194.79	6,513.54	3.34

SECURITIES HELD

As of December 31, 2016

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Government Agencies											
3135G0TG8 FANNIE MAE 0.875% 08/02/2018	0.875	02/08/2018	1,500,000.00	1,475,430.00 0.00	1,494,172.31 439.27	1,498,980.00 1,243.50	4,807.69	0.00	1,130.21	5,213.54	2.68
3135G0VC4 FANNIE MAE 1.13% 28/02/2018 CALLABLE	1.130	02/28/2018	2,000,000.00	2,001,040.00 0.00	2,000,445.26 (31.80)	2,001,300.00 (960.00)	854.74	0.00	1,946.11	7,721.67	3.64
3135G0WJ8 FANNIE MAE 0.875% 21/05/2018	0.875	05/21/2018	1,000,000.00	969,505.00 0.00	991,184.08 527.90	997,202.00 (151.00)	6,017.92	0.00	753.47	972.22	1.76
31331KNA4 FEDERAL FARM CREDIT BANK 2.58% 08/06/2018	2.580	06/08/2018	1,200,000.00	1,248,852.00 0.00	1,225,005.27 (1,448.18)	1,223,052.00 (2,844.00)	(1,953.27)	15,480.00	2,666.00	1,978.00	2.27
3135G0YM9 FANNIE MAE 1.875% 18/09/2018	1.875	09/18/2018	2,000,000.00	2,036,700.00 0.00	2,022,170.67 (1,076.25)	2,023,180.00 (2,594.00)	1,009.33	0.00	3,229.17	10,729.17	3.71
3135G0YT4 FANNIE MAE 1.625% 27/11/2018	1.625	11/27/2018	1,000,000.00	996,020.00 0.00	998,468.20 66.89	1,007,538.00 (1,324.00)	9,069.80	0.00	1,399.30	1,534.72	1.81
313376BR5 FEDERAL HOME LOAN BANK 1.75% 14/12/2018	1.750	12/14/2018	2,000,000.00	2,043,800.00 0.00	2,034,337.64 (1,463.25)	2,020,938.00 (156.00)	(13,399.64)	17,500.00	3,013.89	1,652.78	3.72
3137EADZ9 FREDDIE MAC 1.125% 15/04/2019	1.125	04/15/2019	2,000,000.00	2,000,040.00 0.00	2,000,030.05 (1.10)	1,991,906.00 664.00	(8,124.05)	0.00	1,937.50	4,750.00	3.64
3133ECW83 FEDERAL FARM CREDIT BANK 2.06% 01/08/2019	2.060	08/01/2019	1,500,000.00	1,526,550.00 0.00	1,525,667.76 (827.10)	1,521,600.00 (2,700.00)	(4,067.76)	0.00	2,660.83	12,875.00	2.78
313380FB8 FEDERAL HOME LOAN BANK 1.75% 13/09/2019	1.375	09/13/2019	1,000,000.00	1,016,632.00 0.00	1,013,986.98 (431.25)	996,626.00 (951.00)	(17,360.98)	0.00	1,184.03	4,125.00	1.85

SECURITIES HELD

As of December 31, 2016

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Government Agencies											
3130AA2H0 FEDERAL HOME LOAN BANK 1.125% 29/11/2019	1.125	11/29/2019	1,700,000.00	1,684,980.50 0.00	1,685,425.11 416.82	1,681,487.00 (1,343.00)	(3,938.11)	0.00	1,646.87	1,700.00	3.07
3133ECEY6 FEDERAL FARM CREDIT BANK 1.45% 11/02/2020	1.450	02/11/2020	1,000,000.00	999,000.00 0.00	999,027.75 26.02	996,410.00 (850.00)	(2,617.75)	0.00	1,248.61	5,638.89	1.82
3134G96L6 FREDDIE MAC 1.3% 25/02/2020 (CALLABLE 25/02/17)	1.300	02/25/2020 02/25/2017	1,000,000.00	1,000,000.00 0.00	1,000,000.00 0.00	987,750.00 3,470.00	(12,250.00)	0.00	1,119.44	4,550.00	1.82
3136G3UB9 FANNIE MAE 1.2% 30/03/2020 (CALLABLE 30/03/17)	1.200	03/30/2020 03/30/2017	1,300,000.00	1,299,025.00 0.00	1,299,131.19 22.28	1,275,352.00 (1,872.00)	(23,779.19)	0.00	1,300.00	3,900.00	2.36
Total Government Agencies			31,560,000.00	31,667,225.45 0.00	31,647,629.64 (3,965.60)	31,582,206.75 (10,191.05)	(65,422.89)	58,444.50	34,142.55	84,556.89	57.63
Government Bonds											
912828TS9 USA TREASURY 0.625% 30/09/2017	0.625	09/30/2017	2,875,000.00	2,860,759.64 0.00	2,872,598.83 272.65	2,870,957.75 899.87	(1,641.08)	0.00	1,530.30	4,541.55	5.21
912828UA6 USA TREASURY 0.625% 30/11/2017	0.625	11/30/2017	1,200,000.00	1,192,312.50 0.00	1,196,511.38 323.80	1,197,187.20 327.60	675.82	0.00	638.74	638.74	2.17
912828UU2 USA TREASURY 0.75% 31/03/2018	0.750	03/31/2018	1,000,000.00	976,018.98 0.00	993,604.12 435.76	997,109.00 312.00	3,504.88	0.00	638.73	1,895.60	1.78
912828WD8 USA TREASURY 1.25% 31/10/2018	1.250	10/31/2018	1,700,000.00	1,679,818.19 0.00	1,692,427.58 350.89	1,702,723.40 (1,659.20)	10,295.82	0.00	1,819.75	3,580.80	3.06

SECURITIES HELD

As of December 31, 2016

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Government Bonds											
912828A34 USA TREASURY 1.25% 30/11/2018	1.250	11/30/2018	725,000.00	709,284.65 0.00	718,893.81 270.80	726,047.63 (680.05)	7,153.82	0.00	771.81	771.81	1.29
Total Government Bonds			7,500,000.00	7,418,193.96 0.00	7,474,035.72 1,653.90	7,494,024.98 (799.78)	19,989.26	0.00	5,399.33	11,428.50	13.50
Grand total			54,858,809.47	54,953,104.88 0.00	54,961,720.74 (4,443.10)	54,869,881.94 (15,268.76)	(91,838.80)	61,819.50	58,391.62	153,788.00	100.00

TRANSACTION REPORT

For the period December 1, 2016 - December 31, 2016

Trade date Settle date	Cusip	Transaction	Sec type	Description	Maturity	Par value or shares	Realized gain(loss)	Principal	Interest	Transaction total
12/08/2016 12/08/2016	31331KNA4	Income	Government Agencies	FEDERAL FARM CREDIT BANK	06/08/2018	1,200,000.00	0.00	0.00	15,480.00	15,480.00
12/14/2016 12/14/2016	313376BR5	Income	Government Agencies	FEDERAL HOME LOAN BANK	12/14/2018	2,000,000.00	0.00	0.00	17,500.00	17,500.00
12/15/2016 12/15/2016	458140AL4	Income	Corporate Bonds	INTEL CORP 1.35% 15/12/2017	12/15/2017	500,000.00	0.00	0.00	3,375.00	3,375.00
12/19/2016 12/19/2016	313379VE6	Income	Government Agencies	FEDERAL HOME LOAN BANK	06/19/2017	915,000.00	0.00	0.00	4,620.75	4,620.75
12/20/2016 12/20/2016	3135G0RT2	Income	Government Agencies	FANNIE MAE 0.875%	12/20/2017	1,850,000.00	0.00	0.00	8,093.75	8,093.75
12/29/2016 12/29/2016	3134G6PM9	Income	Government Agencies	FREDDIE MAC 1.05%	12/29/2017	1,000,000.00	0.00	0.00	5,250.00	5,250.00
12/29/2016 12/29/2016	3137EADH9	Income	Government Agencies	FREDDIE MAC 1% 29/06/2017	06/29/2017	1,500,000.00	0.00	0.00	7,500.00	7,500.00
12/31/2016		Income	Cash and Cash Equivalents	Cash		0.00	0.00	0.00	50.36	50.36

JANUARY 2017



IN THIS ISSUE:

Market Summary 1

- Yield Curve
- Current Yields

Economic Round-Up 2

- Credit Spreads
- Economic Indicators

Since 1988, Chandler Asset Management has specialized in the management of fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, manages risk and generates income in our clients' portfolios.

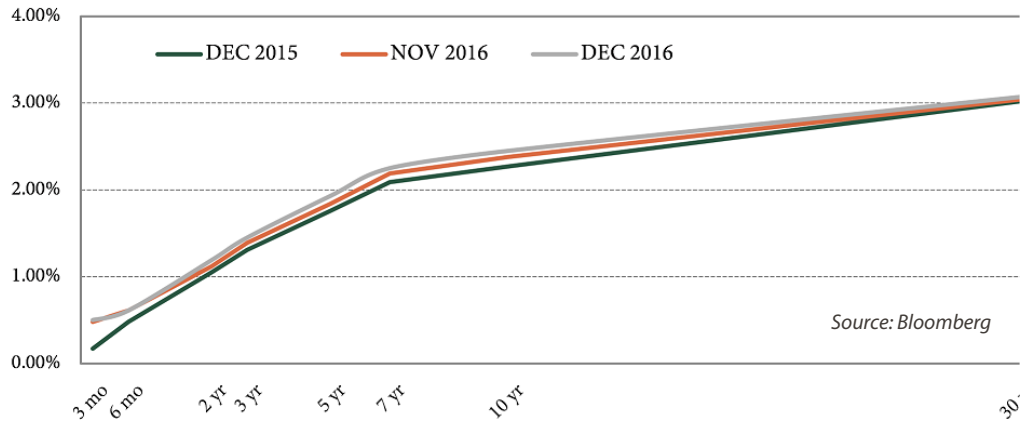
Market Summary

The Federal Open Market Committee (FOMC) unanimously voted to increase the target fed funds rate by 25 basis points to a range of 0.50%-0.75%, at the December 14 meeting. The Fed noted that economic activity has expanded at a moderate pace and labor market trends have improved, but inflation remains below target. The Fed's revised "dot plot" was slightly more hawkish, as the projected path of the fed funds rate was revised upward. The Committee's GDP and inflation forecasts were little changed while projections for the unemployment rate were revised down slightly. The FOMC's median projection for the fed funds rate in 2017 was revised up to 1.4% from 1.1%, which would be indicative of two or three more 25 basis point rate hikes this year. The Fed's longer-run median fed funds target rate was revised up to 3.0% from 2.9%. Fed Chair Yellen downplayed the forecast changes during her post-meeting press conference and continued to emphasize that future increases in the fed funds rate are expected to be gradual. She added that it is too early to anticipate how potential changes in fiscal policy will impact the economy and the Fed's outlook. The market is now pricing in more than a 70% chance of another rate hike in June 2017.

Domestic economic data points to ongoing moderate growth this year. The U.S. labor market continues to improve, consumer confidence remains strong, and housing trends remain mostly favorable. The manufacturing sector has also improved. Market participants estimate GDP grew 2.2% in the fourth quarter.

In December, the yield shifted upward as the 2-year Treasury yield increased nearly 8 basis points and the 10-year Treasury yield increased about 6 basis points. The move up in rates over the past few months has largely been driven by heightened expectations for fiscal stimulus, and a potential increase in inflation, in light of President-elect Trump's victory and the Republican Party's congressional sweep in the US.

The Treasury Yield Curve Steepened:



In December, the yield curve steepened. On a year-over-year basis the 2-year Treasury yield increased 1 basis points and the 10-year Treasury yield increased about 18 basis points. Over the past year, financial market volatility has been elevated due to weak global economic growth, volatile commodity prices, political uncertainty, and divergent global central bank monetary policy.

TREASURY YIELDS	Trend (▲/▼)	12/31/2016	11/30/2016	Change
3-Month	▲	0.50	0.48	0.02
2-Year	▲	1.19	1.12	0.07
3-Year	▲	1.45	1.39	0.06
5-Year	▲	1.93	1.84	0.09
7-Year	▲	2.25	2.19	0.06
10-Year	▲	2.45	2.38	0.07
30-Year	▲	3.07	3.04	0.03

Source: Bloomberg

Attachment: Chandler Asset Management-Newsletter-January-2017 (2434 : RECEIPT OF QUARTERLY INVESTMENT REPORT FOR DECEMBER

Market Data

World Indices
data as of 12/31/2016

	Diff. (11/30/16)	% Change
S&P 500	2,238.83	40.02 (1.82%)
NASDAQ	5,383.12	59.44 (1.12%)
DOW JONES	19,762.60	639.02 (3.34%)
FTSE (UK)	7,142.83	359.04 (5.29%)
DAX (Germany)	11,481.06	840.76 (7.90%)
Hang Seng (Hong Kong)	22,000.56	-789.21 (-3.46%)
Nikkei (Japan)	19,114.37	805.89 (4.40%)

Source: Bloomberg

Economic Roundup

Consumer Prices

The Consumer Price Index (CPI) was up 1.7% year-over-year in November, versus up 1.6% year-over-year in October. Core CPI (CPI less food and energy) was up 2.1% year-over-year in November, unchanged from October. The Personal Consumption Expenditures (PCE) index was up 1.4% year-over-year in November, unchanged from October. Core PCE (excluding food and energy) was up 1.6% year-over-year in November, after being up 1.8% year-over-year in October. Although Core CPI is trending above 2.0%, the Fed's primary inflation gauge is PCE which remains below the Fed's 2.0% target.

Retail Sales

On a year-over-year basis, total retail sales were up 3.8% in November compared with a 4.2% increase in October. On a month-over-month basis, retail sales were up just 0.1% in November, below expectations of 0.4%. Excluding autos and gas, retail sales rose 0.2% in the month.

Labor Market

Nonfarm payrolls were lower than expected in December, up 156,000 versus the consensus forecast of 175,000. However, October and November payrolls were revised up by a total of 19,000. On a trailing 3-month and 6-month basis, payrolls increased by an average of 165,000 and 188,500 per month, respectively. The unemployment rate inched back up to 4.7% from 4.6%, but the participation rate also increased to 62.7% from 62.6%. A broader measure of unemployment called the U-6, which includes those who are marginally attached to the labor force and employed part time for economic reasons, declined to 9.2% in December from 9.3% in November. Wages were up a solid 0.4% in December, versus expectations for a 0.3% increase. On a year-over-year basis, wages were up 2.9% in December (the highest year-over-year increase since June 2009), vs. 2.5% in November.

Housing Starts

Total housing starts fell 18.7% in November, following a gain of 27.4% in October. Single-family starts fell 4.1% in November while multi-family starts plunged 45.1%. Housing starts tend to be volatile on a month-to-month basis. Permits were up slightly in October.

Credit Spreads Tightened Slightly in November

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top rated commercial paper	0.32	0.29	0.03
2-year A corporate note	0.61	0.62	(0.01)
5-year A corporate note	0.69	0.72	(0.03)
5-year Agency note	0.08	0.09	(0.01)

Source: Bloomberg

Data as of 12/31/2016

Economic Data Points to Continued Slow Growth

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(45.2) \$Bln NOV 16	(42.4) \$Bln OCT 16	(41.1) \$Bln NOV 15
GDP	3.5% SEP 16	1.4% JUN 16	2.0% SEP 15
Unemployment Rate	4.7% DEC 16	4.6% NOV 16	5.0% DEC 15
Prime Rate	3.75% DEC 16	3.50% NOV 16	3.50% DEC 15
CRB Index	192.51 DEC 16	189.31 NOV 16	176.14 DEC 15
Oil (West Texas Int.)	\$53.72 DEC 16	\$49.44 NOV 16	\$37.04 DEC 15
Consumer Price Index (y/o/y)	1.7% NOV 16	1.6% OCT 16	0.5% NOV 15
Producer Price Index (y/o/y)	0.5% NOV 16	0.6% OCT 16	(3.3%) NOV 15
Dollar/Euro	1.05 DEC 16	1.06 NOV 16	1.09 DEC 15

Source: Bloomberg

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Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: February 21, 2017

TITLE: APPROVE BID AWARD FOR MOBILE ADVANCED METERING INFRASTRUCTURE (AMI) FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendations:

1. Approve bid award to One Source Distributors for Mobile Advanced Metering Infrastructure (AMI) system for Moreno Valley Utility.
2. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related minor change orders up to, but not exceeding, the contingencies for the equipment as stated in the report, subject to the approval of the City Attorney.

SUMMARY

This report recommends the award of the contract for the purchase of the mobile advanced metering infrastructure system, or smart meters for Moreno Valley Utility. The smart meter system will allow Moreno Valley Utility customers to convert to time-of-use rates, which will encourage lower energy consumption during hours when energy usage is typically the highest. The equipment includes the purchase of 1,200 120/240V single-phase meters and 4,500 120/208V single-phase meters. This project will be funded from Moreno Valley Utility operating funds.

This item was presented to and approved by the Utilities Commission on January 25, 2017.

DISCUSSION

Electric utilities across the state, both investor-owned and publicly-owned, are transitioning to smart meters for a number of reasons: (1) the State is requiring investor-

owned utilities (SCE, PG&E, and SDG&E) to move to time-of-use rates for all customers by 2019; (2) it is anticipated that publicly-owned utilities will follow the investor-owned utilities, either voluntarily or by mandate; (3) customers now expect a greater role in controlling their energy costs; and (4) smart meters are an integral facet of modernizing the electric grid.

The specifications were prepared by ENCO Utility Services, and reviewed by the City. A Request for Quote was advertised in the Press Enterprise and placed on PlanetBids, the City’s online bidding portal, from December 30, 2016 through January 19, 2017. All RFQ Questions and Answers were posted on PlanetBids.

Three responses were received. The total bid from each vendor is listed below, and includes taxes and a 10% contingency.

1. One Source Distributors	\$1,379,538
2. McAvoy & Markham	\$1,420,341
3. Anixter	\$1,611,872

One Source Distributors was deemed to be the lowest, responsive bidder.

The meters will be delivered and paid for over a 30-month period. The price of the meters will be honored over the duration of the delivery period. They will be installed by ENCO Utility Services at no additional charge under the existing agreement. The Utilities Commission requested that staff provide advanced notification to customers of the meter change-out as it occurs.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative because it will allow the utility to offer time-of-use rates in parity with SCE and modernize its electric distribution system.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative because it will delay the modernization of the electric distribution system and will not allow the utility to offer time-of-use rates.*

FISCAL IMPACT

The project will be funded from Moreno Valley Utility operating funds. There is no impact to the General Fund. Payment and installation of the equipment will not begin until fiscal year 2017/2018. Since the meters will be paid for and installed over 30 months, staff will recommend the appropriation of \$551,815 in fiscal years 2017/2018 and 2018/2019 for the purchase of the equipment.

NOTIFICATION

Publication of Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Jeannette Olko
Electric Utility Division Manager

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

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/06/17 9:30 AM
City Attorney Approval	<u>✓ Approved</u>	2/06/17 9:48 AM
City Manager Approval	<u>✓ Approved</u>	2/06/17 11:17 AM



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 21, 2017

TITLE: PA04-0108 (TR 32515) – OFFSITE & ONSITE IMPROVEMENTS - ACCEPT SUBSTITUTION AGREEMENTS AND SECURITIES FOR PUBLIC IMPROVEMENTS DEVELOPER: LENNAR HOMES OF CALIFORNIA, INC.

RECOMMENDED ACTION

Recommendations:

1. Accept the two substitution Agreements for Public Improvements and securities for project PA04-0108 (TR 32515) Offsite and Onsite Improvements with Lennar Homes of California, Inc.
2. Authorize the Mayor to execute both Agreements, subject to City Attorney approval.
3. Direct the City Clerk to forward the signed Agreements to the County Recorder's Office for recordation.
4. Authorize the City Engineer to exonerate the Letter of Credit as Faithful Performance security, the Letter of Credit as Material and Labor security, and Deed of Trust as security, previously submitted by MPLC Pigeon Pass, LP, upon acceptance of the substitution agreement and securities.
5. Authorize the Public Works Director/City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

SUMMARY

This report requests the Public Works Director/City Engineer be authorized to exonerate the Faithful Performance Bond, Material and Labor Bond, and Deed of Trust security previously submitted by MPLC Pigeon Pass, LP, upon acceptance of the substitution agreement and securities submitted by Lennar Homes of California, Inc. Lennar Homes of California, Inc. will construct the required remaining public improvements that are within the project PA04-0108 (TR 32515). The project is funded by Lennar Homes of California, Inc.

DISCUSSION

On April 9, 2013, the City Council of the City of Moreno Valley approved the public improvement agreements and security for MPLC Pigeon Pass, LP. The amounts for offsite improvements were in the amounts of \$1,726,000 for the Faithful Performance security and \$863,000 for the Material and Labor security. The amounts for the onsite improvements were in the amounts of \$918,960 for the Faithful Performance security and \$3,829,000 for the Material and Labor security. A portion of the required offsite and onsite improvements have been completed.

Subsequently, Lennar Homes of California, Inc. purchased project PA04-0108 (TR 32515) from MPLC Pigeon Pass, LP and is providing substitute agreement and security.

Staff is requesting the City Engineer be authorized to exonerate the Faithful Performance Bond, Material and Labor Bond, and Deed of Trust previously submitted by MPLC Pigeon Pass, LP, upon acceptance of the substitution agreement and securities.

Lennar Homes of California, Inc. has submitted two separate substitute Agreements for Public Improvements for the offsite and onsite improvements and has provided securities for City Council approval. The developer has agreed to perform and complete all the remaining required street improvements within twenty-four (24) months of the date the agreement is executed. The public street improvements include asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, pedestrian access ramps, electrical, water, storm drain, and sewer. The City Engineer may execute, if authorized, any future amendments to the agreement, subject to City Attorney approval, if the required street improvements are not completed within said timeframe. Accompanying the offsite agreement are a Faithful Performance Bond in the amount of \$1,726,000 and a Material and Labor Bond in the amount of \$863,000 issued by Berkley Insurance Company. Accompanying the onsite agreement are a Faithful Performance Bond in the amount of \$918,960 and a Material and Labor Bond in the amount of \$459,480 issued by Berkley Insurance Company.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative ensures the completion of all public improvements as required by the Conditions of Approval in a timely manner.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative would not ensure the completion of all public improvements as required by the Conditions of Approval in a timely manner.*

FISCAL IMPACT

No fiscal impact is anticipated.

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 Girón
Associate Engineer

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

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

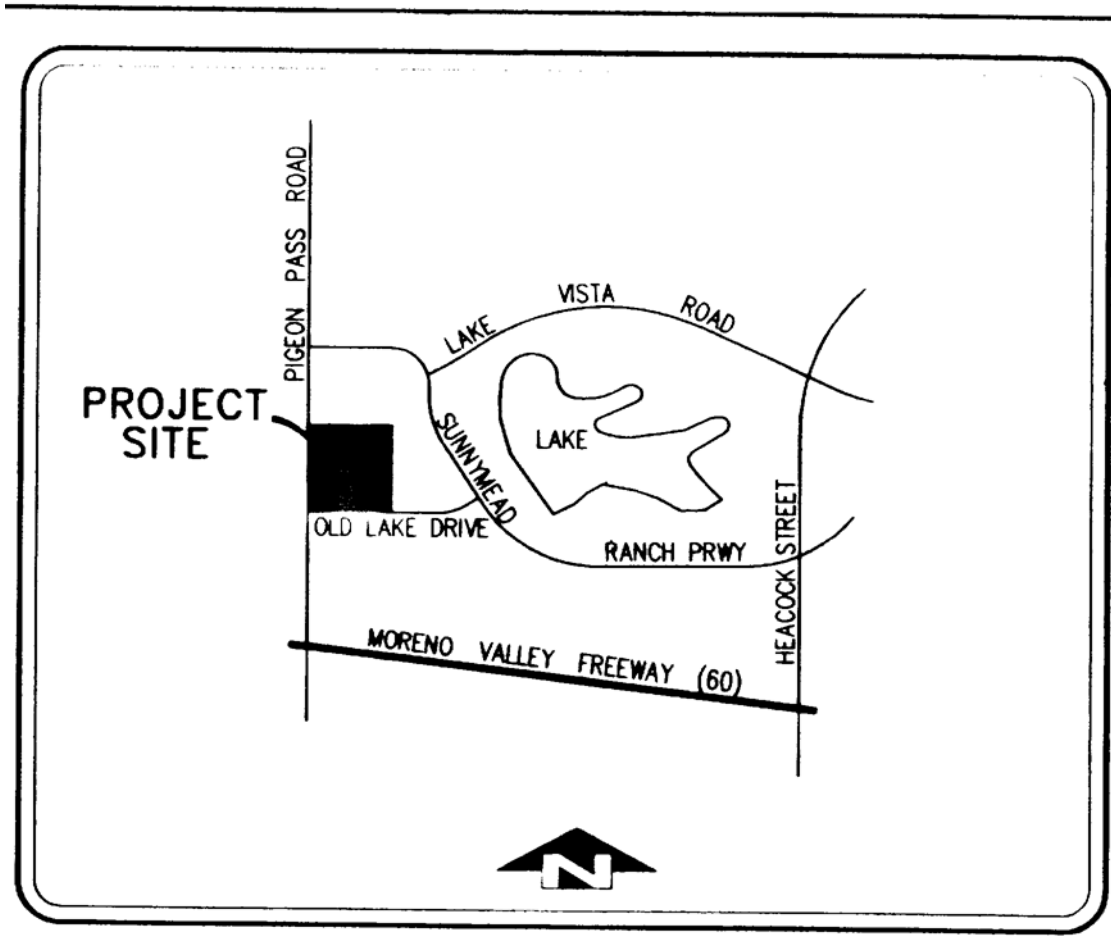
ATTACHMENTS

1. Vicinity Map - PA04-0108 (TR 32515)
2. Agreement for Public Improvements - PA04-0108 (TR 32515) Offsite
3. Faithful Performance Bond - PA04-0108 (TR 32515) Offsite

- 4. Material & Labor Bond - PA04-0108 (TR 32515) Offsite
- 5. Agreement for Public Improvements - PA04-0108 (TR 32515) Onsite
- 6. Faithful Performance Bond - PA04-0108 (TR 32515) Onsite
- 7. Material & Labor Bond - PA04-0108 (TR 32515) Onsite

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/01/17 8:55 AM
City Attorney Approval	<u>✓ Approved</u>	2/08/17 5:35 PM
City Manager Approval	<u>✓ Approved</u>	2/09/17 2:11 PM



VICINITY MAP
NOT TO SCALE

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

Attachment 1

PA04-0108
TR 32515

Attachment: Vicinity Map - PA04-0108 (TR 32515) (2410 : PA04-0108 (TR 32515) ? OFFSITE & ONSITE IMPROVEMENTS)

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA04-0108 (TR 32515)**

OFFSITE IMPROVEMENTS

This Agreement made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and Lennar Homes of California, Inc., herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as PA04-0108 (TR 32515) agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within TWENTY-FOUR (24) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

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

Faithful Performance security shall be in the sum of ONE MILLION SEVEN HUNDRED TWENTY SIX THOUSAND AND NO/100 Dollars (***\$1,726,000.00***). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of EIGHT HUNDRED SIXTY THREE THOUSAND AND NO/100 Dollars (***\$863,000.00***). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

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

SECOND: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts

AGREEMENT FOR PROJECT NO. PA04-0108 (TR 32515)

Page 2 of 5

PUBLIC IMPROVEMENTS

are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at any time during the term of this agreement, subject to approval by the City Engineer and City Attorney.

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

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

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

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

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

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

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

AGREEMENT FOR PROJECT NO. PA04-0108 (TR 32515)

Page 3 of 5

PUBLIC IMPROVEMENTS

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate.

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

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

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

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

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

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

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

If at any time Developer fails to maintain the required insurance in full force and effect, all work permitted thereunder shall be discontinued immediately until notice is received by City that the required insurance

AGREEMENT FOR PROJECT NO. PA04-0108 (TR 32515)

Page 4 of 5

PUBLIC IMPROVEMENTS

has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure by Developer to provide or maintain the required insurance shall be considered a material breach of the Agreement.

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

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

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

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

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

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

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

AGREEMENT FOR PROJECT NO. PA04-0108 (TR 32515)

Page 5 of 5

PUBLIC IMPROVEMENTS

did not contain the particular part, term or provision held to be invalid.

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

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

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

Developer:
Lennar Homes of California, Inc.
9870 Montecito Drive
Suite 302
Corona, CA 92879


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

Date approved by the City: _____

Lennar Homes of California, Inc.:

Developer

By:



Signature


Jeffrey T. Clemens

Print/Type Name

Vice President

Title

By:



Signature

Geoffrey Smith

Print/Type Name

Authorized Agent

Title

**ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY**

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

**APPROVED AS TO FORM:
CITY ATTORNEY**

Date: 12-16-16

By: 

City Attorney

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

California All-Purpose Certificate of Acknowledgment

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 Riverside)

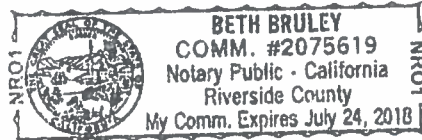
On November 4, 2016 before me, Beth Bruley, Notary Public,
personally appeared Jeffrey T. Clemens and Geoffrey Smith

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 Beth Bruley



(Seal)

10/21/16
UBG

EXHIBIT "A"

Sheet 5 of 5

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: Tract 32515

DATE: 07/24/08

PREPARED BY: Dave Ross

IMPROVEMENT TYPE:

ROADWORK	:	\$980,388
STORM DRAIN	:	\$362,850
WATER SYSTEM	:	\$0
SEWER SYSTEM	:	\$0
SURVEY MONUMENTS	:	\$0
LANDSCAPING:		\$0
WATER QUALITY BASINS:		\$95,040
ELECTRICAL UTILITY INFRASTRUCTURE		\$0
ELECTRICAL UTILITY LINE EXTENSION		\$0
TOTAL COST (VALUE) OF IMPROVEMENTS:		<u>\$1,438,258</u>
+20% CONTINGENCY:		\$287,652
<u>GRAND TOTAL:</u>		<u>\$1,725,909</u>

FAITHFUL PERFORMANCE SECURITY

SECURITY AMOUNT: \$1,726,000

LABOR & MATERIAL SECURITY

SECURITY AMOUNT: \$863,000

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



11/1/16
VBSG

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 1 of 5

.PROJECT: Tract 32515

DATE: 07/24/06
PREPARED BY: Dave Ross

STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Roadway Excavation	0	C.Y.	20.00	0
A.B. Class II	0.58	Thickness (ft.)		
	42635	S.F.	1793	55.00
A.C.	0.67	Thickness (ft.)		98,604
	42635	S.F.	2071	90.00
A.B. Class II	0.25	Thickness (ft.)		186,390
	1440	S.F.	28	55.00
A.C.	0.5	Thickness (ft.)		1,436
	1440	S.F.	52	90.00
A.C. Cap	0	Ton	90.00	0
A.C. Overlay	0	Ton	90.00	0
Grind & Pave 0.20'	300	S.F.	3.25	975
Curb and Gutter - 6"	148	L.F.	22.00	3,256
Curb and Gutter - 8"	1195	L.F.	25.00	29,875
Curb Only - 6"	0	L.F.	18.00	0
Curb Only - 8"	0	L.F.	20.00	0
Cross Gutter and Spandrel	745	S.F.	15.00	11,175
Sidewalk	5641	S.F.	7.00	39,487
Driveway Approach - 6"	0	S.F.	14.00	0
Driveway Approach - 8"	0	S.F.	16.00	0
Alley Approach - 8"	0	S.F.	16.00	0
P.C.C. Paving - 6"	0	S.F.	14.00	0
P.C.C. Paving - 8"	0	S.F.	18.00	0
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8"	0	L.F.	15.00	0
Slurry Seal (Based on \$150/Ton Type II)	4737	S.Y.	2.25	10,658
Redwood Header	0	L.F.	8.00	0
Sawcut	1335	L.F.	1.50	2,003
Trench Repaving	0	S.F.	12.00	0
Utility Trench	0	L.F.	17.00	0
Wheelchair Ramp	2	EA.	1,200.00	2,400
Street Name Sign	1	EA.	500.00	500
Stop Sign	1	EA.	200.00	200
Barricade	0	L.F.	100.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Signs and Posts	6	EA.	200.00	1,200
Street Sweeping Sign	7	EA.	200.00	1,400
Bus Bay	1	EA.	20,000.00	20,000
Traffic Striping/raised pavement markers	1	L.S.	-	-
Traffic Signal (includes Interconnect, Controller, Software)	1	EA.	272,000.00	272,000
Traffic Signal Interconnect (Existing Signals Only)	2640	L.F.	30.00	79,200
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Relocate Trees	0	EA.	2,500.00	0
1/2 Alley Apron	0	S.F.	16.00	0
Street Lights (9500 lumen)	0	EA.	4,000.00	0
Street Lights (22000 lumen)	5	EA.	5,000.00	25,000
Remove Existing Pavement	17712	S.F.	0.50	8,856
Remove AC Dike	102	L.F.	3.00	306
Remove Existing Guard Rail	150	L.F.	5.00	750
Relocate Powerpole	6	EA.	30,000.00	180,000
Cluster Mail Boxes	0	EA.	4,500.00	0
		SUBTOTAL:		980,368
Landscaping	15840	S.F.	8.00	95,040
Water Quality Basins	0	S.F.	8.00	0
Electrical Utility Infrastructure	0	L.S.	-	0
Electrical Utility Line Extension	0	L.F.	135.00	0
		SUBTOTAL:		95,040
Monuments:	0	EA.	100.00	0

VBC

EXHIBIT "A"

Sheet 2 of 5

PROJECT: Tract 32515

DATE: 07/24/08

PREPARED BY: Dave Ross

STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	475	L.F.	190.00	90,250
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
50" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Manhole No. 1	2	EA.	5000.00	10,000
Manhole No. 2	0	EA.	5500.00	0
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4	0	EA.	7000.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
8" Wide Strip Basin	0	EA.	3000.00	0
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	0	S.F.	535.00	0
Grated Catch Basin	0	EA.	6000.00	0
Transition Structure	0	EA.	5500.00	0
Inlet Structure (drop)	0	EA.	5000.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Junction Structure	0	EA.	6000.00	0
Headwall	4	EA.	5500.00	22,000
Rip Rap	500	TON	60.00	30,000
Wing Wall	4		5000.00	20,000
Parkway Drain	0	EA.	3500.00	0
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Outlet Structure	2	EA.	8000.00	16,000
Concrete Collar (to 48")	1	EA.	3000.00	3,000
Triple 18"x6' RC8 Culvert	264	LF	650.00	171,600
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
SUBTOTAL:				362,850

12/12/10
VBC

EXHIBIT "A"

Sheet 4 of 5

PROJECT: Tract 32616

DATE: 07/24/06
PREPARED BY: Dave Ross

SEWER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
36" V.C. Pipe	0	L.F.	185.00	0
33" V.C. Pipe	0	L.F.	185.00	0
30" V.C. Pipe	0	L.F.	150.00	0
27" V.C. Pipe	0	L.F.	135.00	0
24" V.C. Pipe	0	L.F.	120.00	0
21" V.C. Pipe	0	L.F.	105.00	0
18" V.C. Pipe	0	L.F.	90.00	0
15" V.C. Pipe	0	L.F.	75.00	0
12" V.C. Pipe	0	L.F.	60.00	0
10" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	0	L.F.	30.00	0
6" V.C. Pipe	0	L.F.	25.00	0
4" V.C. Pipe	0	L.F.	20.00	0
15" SDR - 35	0	L.F.	60.00	0
12" SDR - 35	0	L.F.	50.00	0
10" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	19.00	0
4" SDR - 35	0	L.F.	13.00	0
Standard Manhole 48"	0	EA.	3,000.00	0
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,000.00	0
Tie Into Existing Manhole	0	EA.	1,500.00	0
Raise Manhole to Grade	0	EA.	300.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	600.00	0
Join Existing 12" Pipe	0	EA.	800.00	0
Clean-outs	0	EA.	700.00	0
Clean Out Lateral	0	EA.	120.00	0
Wyes	0	EA.	80.00	0
Pavement Replacement	0	S.F.	3.00	0
Concrete Encasement	0	L.F.	20.00	0
TV Sewer	0	L.F.	1.00	0
Trench Paving	0	S.F.	5.00	0
SUBTOTAL:				0

FAITHFUL PERFORMANCE BOND

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

Public Improvements <u>\$1,726,000</u>	Project No. <u>PA04-0108 (TR 32515)</u>
Bond No. <u>0204609</u>	Premium <u>\$6,473.00/annum</u>
Surety <u>Berkley Insurance Company</u>	Principal <u>Lennar Homes of California, Inc.</u>
Address <u>475 Steamboat Road</u>	Address <u>9870 Montecito Drive, Suite 302</u>
City/Zip <u>Greenwich, CT 06830</u>	City/Zip <u>Corona, CA 92879</u>

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **LENNAR HOMES OF CALIFORNIA, INC.**, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA04-0108 (TR 32515)**, 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 Berkley Insurance Company, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **ONE MILLION SEVEN HUNDRED TWENTY SIX THOUSAND AND NO/100** Dollars (*****\$1,726,000.00*****), 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 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.

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.

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA04-0108 (TR 32515)

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 Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on November 17, 20 16.

NAME OF PRINCIPAL: Lennar Homes of California, Inc., a California corporation
Company Name

AUTHORIZED SIGNATURE(S): By
[Signature] Authorized Asst Vice President
Name Title
[Signature] Vice President
Name Title

NAME OF SURETY: Berkley Insurance Company
Company Name

AUTHORIZED SIGNATURE: [Signature] Kathy R. Mair
ITS ATTORNEY-IN-FACT

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

Approved as to form:
Date: 12-16-16
[Signature]
City Attorney
City of Moreno Valley

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 Riverside }

On November 22, 2010 before me, Amy R. Williams Notary
Date Insert Name and Title of the officer

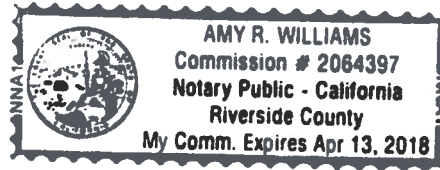
Public, personally appeared *[Signature]*

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]*

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment 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)

Signers Name: _____

Corporate Officer – Title(s) _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signers Name: _____

Corporate Officer – Title(s) _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 Riverside }

On November 23, 2016 before me, Amy R. Williams Notary
Date Insert Name and Title of the officer

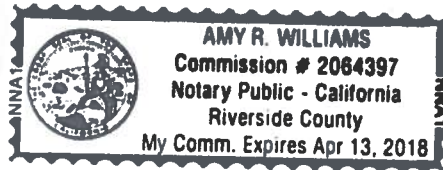
Public, personally appeared Jeffrey T. Clemens

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]

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment 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)

Signers Name: _____

Corporate Officer – Title(s) _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signers Name: _____

Corporate Officer – Title(s) _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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.

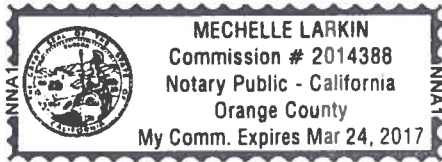
State of California)
County of Orange)

On NOV 17 2016 before me, Mechelle Larkin, Notary Public
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Kathy R. Mair -----
[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.

Mechelle Larkin

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: Kathy R. Mair

- 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: _____

BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

A.12.c

Packet Pg. 470

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kathy R. Mair; Mechelle Larkin; or Stephanie Banh of Marsh USA, Inc. of Irvine, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26th day of October, 2016.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

By Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 26th day of October, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of _____

(Seal)

NOV 17 2016

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

MATERIAL AND LABOR BOND

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

Public Improvements <u>\$863,000</u>	Project No. <u>PA04-0108 (TR 32515)</u>
Bond No. <u>0204609</u>	Premium <u>Incl. in Perf. Bond</u>
Surety <u>Berkley Insurance Company</u>	Principal <u>Lennar Homes of California, Inc.</u>
Address <u>475 Steamboat Road</u>	Address <u>9870 Montecito Drive, Suite 302</u>
City/Zip <u>Greenwich, CT 06830</u>	City/Zip <u>Corona, CA 92879</u>

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **LENNAR HOMES OF CALIFORNIA, INC.**, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA04-0108 (TR 32515)**, 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 3 (commencing with Section 9000) of Part 6 of Division 4 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 and 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 **EIGHT HUNDRED SIXTY THREE THOUSAND AND NO/100** Dollars (*****\$863,000.00*****), 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.

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 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA04-0108 (TR 32515)



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 November 17, 2016.

NAME OF PRINCIPAL: Lennar Homes of California, Inc., a California corporation
Company Name

AUTHORIZED SIGNATURE(S):

	
Name <u>Jeffrey T. Clemens</u>	Title <u>Vice President</u>
	
Name <u>Geoff Smith</u>	Title <u>Authorized Agent</u>

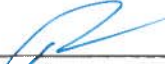
NAME OF SURETY: Berkley Insurance Company
Company Name

AUTHORIZED SIGNATURE:  Kathy R. Mair
ITS ATTORNEY-IN-FACT

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

Approved as to form:

Date: 12-16-14



City Attorney
City of Moreno Valley

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 Riverside }

On November 22, 2016 before me, Amy R. Williams Notary
Date *Insert Name and Title of the officer*

Public, personally appeared Jeffrey T. Clemens

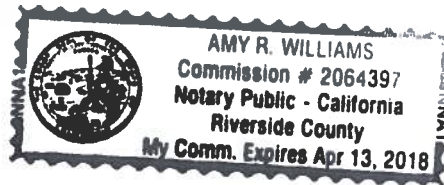
Name(s) of Signer(s)

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: 



OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment 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)

Signers Name: _____

Corporate Officer – Title(s) _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signers Name: _____

Corporate Officer – Title(s) _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 Riverside }

On November 22, 2010 before me, Amy R. Williams Notary
Date Insert Name and Title of the officer

Public, personally appeared *Jeff Smith*

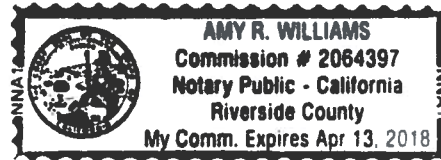
Name(s) of Signer(s)

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]*



----- OPTIONAL -----

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment 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)

Signers Name: _____

Corporate Officer – Title(s) _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signers Name: _____

Corporate Officer – Title(s) _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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.

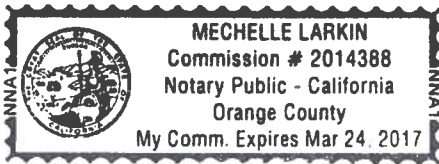
State of California)
County of Orange)

On NOV 17 2016 before me, Mechelle Larkin, Notary Public
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Kathy R. Mair -----
[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.

Mechelle Larkin

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: Kathy R. Mair

- 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: _____

BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

A.12.d

Packet Pg. 476

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kathy R. Mair; Mechelle Larkin; or Stephanie Banh of Marsh USA, Inc. of Irvine, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26th day of October, 2016.

Attest: Berkley Insurance Company
By Ira S. Lederman Executive Vice President & Secretary
By Jeffrey M. Hafter Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 26th day of October, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019
Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of NOV 17 2016
Vincent P. Forte
Vincent P. Forte

(Seal)

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA04-0108 (TR 32515)**

ONSITE IMPROVEMENTS

This Agreement made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and Lennar Homes of California, Inc., herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as PA04-0108 (TR 32515) agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within TWENTY-FOUR (24) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

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

Faithful Performance security shall be in the sum of NINE HUNDRED EIGHTEEN THOUSAND NINE HUNDRED SIXTY AND NO/100 Dollars (***\$918,960.00***). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of FOUR HUNDRED FIFTY NINE THOUSAND FOUR HUNDRED EIGHTY AND NO/100 Dollars (***\$459,480.00***). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

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

SECOND: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts

AGREEMENT FOR PROJECT NO. PA04-0108 (TR 32515)

Page 2 of 5

PUBLIC IMPROVEMENTS

are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at any time during the term of this agreement, subject to approval by the City Engineer and City Attorney.

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

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

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

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

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

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

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

AGREEMENT FOR PROJECT NO. PA04-0108 (TR 32515)

Page 3 of 5

PUBLIC IMPROVEMENTS

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate.

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

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

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

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

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

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

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

If at any time Developer fails to maintain the required insurance in full force and effect, all work permitted thereunder shall be discontinued immediately until notice is received by City that the required insurance

AGREEMENT FOR PROJECT NO. PA04-0108 (TR 32515)

Page 4 of 5

PUBLIC IMPROVEMENTS

has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure by Developer to provide or maintain the required insurance shall be considered a material breach of the Agreement.

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

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

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

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

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

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

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

AGREEMENT FOR PROJECT NO. PA04-0108 (TR 32515)

Page 5 of 5

PUBLIC IMPROVEMENTS

did not contain the particular part, term or provision held to be invalid.

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

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

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

Developer:
Lennar Homes of California, Inc.
980 Montecito Drive
Suite 302
Corona, CA 92879

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

Date approved by the City: _____

Lennar Homes of California, Inc.:

Developer

By: _____



Signature

Jeffrey T. Clemens

Print/Type Name

Vice President

Title

By: _____



Signature

Geoffrey Smith

Print/Type Name

Authorized Agent

Title

**ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY**

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

**APPROVED AS TO FORM:
CITY ATTORNEY**

Date: 12-18-10

By: 

City Attorney

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

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 Riverside }

On November 22, 2010 before me, Amy R. Williams Notary
Date Insert Name and Title of the officer

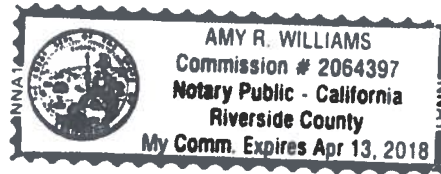
Public, personally appeared *Geoff Smith*

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]*

OPTIONAL

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

Description of Attached Document
Title or Type of Document: PA04-0108 TR 32515 Public Works Agreement Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
 Corporate Officer – Title(s) _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signers Name: _____
 Corporate Officer – Title(s) _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 Riverside }

On November 23, 2010 before me, Amy R. Williams Notary
Date Insert Name and Title of the officer

Public, personally appeared Jeffrey T. Clemens

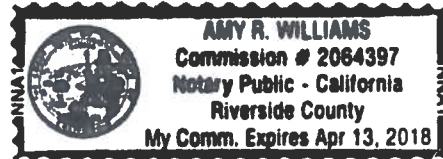
Name(s) of Signer(s)

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]*



OPTIONAL

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

Description of Attached Document PA 04-0108 TR 32515
Title or Type of Document: Public Works Agreement Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
 Corporate Officer – Title(s) _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signers Name: _____
 Corporate Officer – Title(s) _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

1/15/0
11/17/16

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 1 of 5

DATE: 08/29/08
PREPARED BY: Dave Ross
PROJECT: TR 32515

ONSITE/PRIVATE

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Roadway Excavation	0	C.Y.	20.00	0
A.B. Class II	0.25	Thickness (ft.)		
	126784	S.F.	55.00	126,388
A.C.	0.5	Thickness (ft.)		
	126784	S.F.	90.00	413,833
A.B. Class II	0.25	Thickness (ft.)		
	85035	S.F.	55.00	84,769
A.C.	0.75	Thickness (ft.)		
	85035	S.F.	48.24	416,140
Grind & Pave	0	S.F.	3.25	
A.C. Cap	0	Ton	90.00	0
A.C. Overlay	0	Ton	90.00	0
Slurry Seal	14087	S.Y.	2.25	31,696
Sawcut	0	L.F.	1.50	0
Utility Trench	0	L.F.	17.00	0
Trench Paving	0	S.F.	12.00	0
Curb and Gutter - 6"	8243	L.F.	22.00	181,346
Rolled Curb and Gutter - 6"	8047	L.F.	22.00	177,034
Curb and Gutter - 8"	0	L.F.	25.00	0
Curb Only - 6"	0	L.F.	18.00	0
Curb Only - 8"	0	L.F.	20.00	0
Cross Gutter and Spandrel	6286	S.F.	15.00	94,290
Sidewalk	41515	S.F.	7.00	290,805
Driveway Approach - 6"	13920	S.F.	14.00	194,880
Driveway Approach - 8"	0	S.F.	18.00	0
Wheelchair Ramp	46	EA.	1,200.00	55,200
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8"	0	L.F.	15.00	0
Street Lights (9500 lumen)	57	EA.	4,000.00	228,000
Street Name Sign	21	EA.	500.00	10,500
Stop Sign	24	EA.	200.00	4,800
Relocate Power Pole	2	EA.	2,000.00	4,000
Traffic Striping/raised pavement markers	1	LS	3,525.00	3,525
Walls - Retaining: 6' Maximum	2400	L.F.	150.00	360,000
1/2 Alley Apron	0	S.F.	15.00	0
Adjust M.H. to Grade	46	E.A.	800.00	36,800
Adjust Water Valve to Grade	27	E.A.	400.00	10,800
Monuments	700	EA.	100.00	70,000
Landscaping	71280	S.F.	6.00	427,680
Water Quality Basins	40100	S.F.	6.00	240,600
Erosion Control	35	A.C.	10,000.00	350,000
SUBTOTAL:				3,812,686

VRG
11/17/16

Sheet 2 of 5

DATE: 07/24/08
PREPARED BY: Dave Ross
PROJECT: Tract 32515

STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	1060	L.F.	160.00	169,600
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
33" Reinforced Concrete Pipe	418	L.F.	185.00	77,330
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
72" Reinforced Concrete Pipe	1120	L.F.	400.00	448,000
12" HDPE	52	L.F.	45.00	2,340
18" HDPE	754	L.F.	50.00	37,700
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
50" HDPE	0	L.F.	140.00	0
4" PVC SCH.40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
8" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
72" CSP	51	L.F.	150.00	7,650
4"x14"ectangular Steell Pipe	100	L.F.	40.00	4,000
Manhole No. 1	7	EA.	5000.00	35,000
Manhole No. 2	4	EA.	5500.00	22,000
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4	0	EA.	7000.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	1	EA.	5500.00	5,500
Catch Basin (10')	7	EA.	8750.00	47,250
Catch Basin (21')	8	EA.	12500.00	100,000
Transition Structure	2	EA.	5500.00	11,000
Junction Structure	1	EA.	6000.00	6,000
Inlet Structure (Drop)	0	EA.	5000.00	0
Local Depression	1400	EA.	535.00	749,000
CMP Riser	6	EA.	790.00	4,740
12" NDS Catch Basin	0	EA.	35.00	0
ADS Pipe Cleanout	0	EA.	10.00	0
Grate Inlet	0	EA.	1500.00	0
Rip Rap	26	TON	60.00	1,560
Parkway Drain	0	EA.	3500.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	5500.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Under Sidewalk Drain	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
Bridge	1	EA.	500000.00	500,000
"V" Gutter	0	S.F.	10.00	0
			SUBTOTAL:	2,228,670

V/BG
11/17/16

Sheet 3 of 5

DATE: 11/17/16
PREPARED BY: Dave Ross
PROJECT: Tract 32515

WATER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" PVC C-900	0	L.F.	44.00	0
10" PVC C-900	0	L.F.	38.00	0
8" PVC C-900	7521	L.F.	32.00	240,672
6" PVC C-900	0	L.F.	28.00	0
4" PVC C-900	0	L.F.	24.00	0
12" Gate Valve	0	EA.	2,000.00	0
10" Gate Valve	0	EA.	1,200.00	0
8" Gate Valve	42	EA.	1,000.00	42,000
6" Gate Valve	0	EA.	800.00	0
4" Gate Valve	0	EA.	800.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
10" Butterfly Valve	0	EA.	1,000.00	0
8" Butterfly Valve	42	EA.	800.00	33,800
6" Butterfly Valve	0	EA.	520.00	0
4" Butterfly Valve	0	EA.	330.00	0
10" Double Check Detector Ass'y	0	EA.	5,000.00	0
8" Post Indicator Valve	0	EA.	600.00	0
8" Water Check Valve	0	EA.	800.00	0
8" Fire Hydrants	36	EA.	2,000.00	72,000
4" Fire Hydrants	0	E.A.	1,200.00	0
Misc. Fittings (Teas, Crosses, Etc.) L/S				
4"	20	EA.	120.00	2,400
6"	0	EA.	160.00	0
8"	20	EA.	200.00	4,000
10"	0	EA.	240.00	0
12"	0	EA.	280.00	0
Service Connections		EA.	300.00	0
Fire Dept. Connection	0	EA.	500.00	0
Service Connections 1"	174	E.A.	350.00	60,900
Service Connections 1 1/2"	0	EA.	1,100.00	0
Service Connections 2"	0	E.A.	1,300.00	0
Dbl. Detector Chk 6"	0	E.A.	2,600.00	0
Dbl. Detector Chk 8"	0	E.A.	3,800.00	0
Dbl. Detector Chk 10"	0	E.A.	4,400.00	0
Dbl. Detector Chk 12"	0	E.A.	5,000.00	0
5/8" Meter	174	E.A.	80.00	13,920
1" Meter	0	E.A.	150.00	0
1/2" Meter	0	E.A.	270.00	0
2" Meter	0	E.A.	350.00	0
Post Indicator Valve	0	E.A.	800.00	0
Blow Off 6"	0	E.A.	1,800.00	0
Blow Off 4"	2	EA.	1,600.00	3,200
Air Vac & Air Release	17	EA.	850.00	14,450
Air Vac Release 2"	0	E.A.	2,000.00	0
Air Vac Release 1"	0	E.A.	1,800.00	0
Hot Tap 8"	2	EA.	2,500.00	5,000
Hot Tap Water Service	0	E.A.	330.00	0
12" BFV	0	EA.	1,000.00	0
8" BFV	0	EA.	500.00	0
Thrust Block	100	C.Y.	150.00	15,000
Jack & Bore	0	E.A.	300.00	0
Joint at Existing @ Existing 8"	0	E.A.	650.00	0
Trench Paving	0	S.F.	5.00	0
			SUBTOTAL:	507,142

VBSG
11/17/16

Sheet 4 of 5

DATE: 11/17/16
 PREPARED BY: Dave Ross
 PROJECT: Tract 32515

SEWER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" V.C. Pipe	0	L.F.	44.00	0
10" V.C. Pipe	0	L.F.	38.00	0
8" V.C. Pipe	5619	L.F.	32.00	179,808
6" V.C. Pipe	0	L.F.	28.00	0
4" V.C. Pipe	6001	L.F.	24.00	144,024
12" SDR - 35	0	L.F.	33.00	0
10" SDR - 35	0	L.F.	21.00	0
8" SDR - 35	0	L.F.	17.00	0
6" SDR - 35	0	L.F.	13.00	0
4" SDR - 35	0	L.F.	9.00	0
Standard Manholes 48"	42	EA.	2,000.00	84,000
Standard Manholes 48" Extra Depth	0	EA.	2,500.00	0
Standar Manhole 60"	0	EA.	2,800.00	0
Shallow Manhole	0	EA.	2,000.00	0
Drop Manholes	0	EA.	1,700.00	0
Clean-outs	9	EA.	600.00	5,400
Clean Out Lateral	0	EA.	90.00	0
Wyes	0	EA.	90.00	0
Pavement Replacement	0	S.F.	3.00	0
Adjust Manhole to Grade	0	EA.	300.00	0
Tie into Manhole	0	EA.	1,000.00	0
Rechannal Existing Manhole	0	EA.	1,200.00	0
Concrete Encasement	0	L.F.	20.00	0
Join Existing 8" Pipe	0	EA.	400.00	0
Join Existing 12" Pipe	0	EA.	600.00	0
TV Sewer	0	L.F.	0.50	0
Trench Paving	0	S.F.	5.00	0
			SUBTOTAL:	413,232

VBRG
11/17/16

Sheet 5 of 5
11/17/16
Dave Ross
Tract 32515

DATE:
PREPARED BY:
PROJECT:

EXHIBIT "A"
CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
ONSITE IMPROVEMENT COMPUTATION SHEET

IMPROVEMENT TYPE:

STREET IMPROVEMENT :	\$3,812,888
STORM DRAIN :	\$2,228,870
WATER SYSTEM :	\$507,142
SEWER SYSTEM :	\$413,232
TOTAL COST OF IMPROVEMENTS:	\$6,961,730
10% CONTINGENCY:	\$696,173
GRAND TOTAL:	\$7,657,903

SECURITY AMOUNT: \$7,658,000

FAITHFUL PERFORMANCE SECURITY

SECURITY AMOUNT:	\$7,658,000
AMOUNT OF REDUCTION:	\$8,739,040
AMOUNT REMAINING:	\$918,960

LABOR & MATERIAL SECURITY

SECURITY AMOUNT: \$459,480

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



[Handwritten Signature]

11-17-2016

FAITHFUL PERFORMANCE BOND

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

Public Improvements \$918,960
Bond No. 0204617
Surety Berkley Insurance Company
Address 475 Steamboat Road
City/Zip Greenwich, CT 06830
Project No. PA04-0108 (TR 32515)
Premium \$3,446.00 per annum
Principal Lennar Homes of California, Inc.
Address 9870 Montecito Drive, Suite 302
City/Zip Corona, CA 92879

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and LENNAR HOMES OF CALIFORNIA, INC., (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to PA04-0108 (TR 32515), 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 Berkley Insurance Company, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of NINE HUNDRED EIGHTEEN THOUSAND NINE HUNDRED SIXTY AND NO/100 Dollars (***\$918,960.00***), 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 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.

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.

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA04-0108 (TR 32515)

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 Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on December 2, 2016.

NAME OF PRINCIPAL: Lennar Homes of California, Inc. , a California corporation
Company Name

AUTHORIZED SIGNATURE(S): By

Name	Title
Name	Title

NAME OF SURETY: Berkley Insurance Company
Company Name

AUTHORIZED SIGNATURE: Mechelle Larkin
ITS ATTORNEY-IN-FACT

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

Approved as to form:
Date: 12-16-16

[Signature]
City Attorney
City of Moreno Valley

California All-Purpose Certificate of Acknowledgment

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 Riverside)

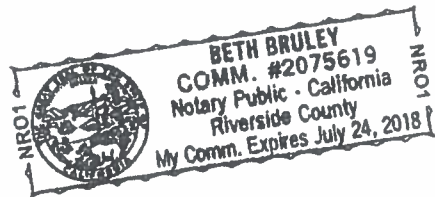
On December 6, 2016 before me, Beth Bruley, Notary Public,
personally appeared Geoffrey Smith and Jeffrey T. Clemens

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

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

WITNESS my hand and official seal.

Signature 



(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 DEC - 2 2016 before me, Kathy R. Mair, Notary Public
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin
[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.



Kathy R. Mair
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: Mechelle Larkin

- 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: _____

BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

A.12.f

Packet Pg. 493

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Kathy R. Mair; Mechelle Larkin; or Stephanie Banh of Marsh USA, Inc. of Irvine, CA** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26th day of October, 2016.

Attest: Berkley Insurance Company
By Ira S. Lederman Executive Vice President & Secretary
By Jeffrey M. Hafter Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 26th day of October, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019
Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of _____
DEC - 2 2016
Vincent P. Forte
Vincent P. Forte

(Seal)

MATERIAL AND LABOR BOND

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

Public Improvements \$459,480
Bond No. 0204617
Surety Berkley Insurance Company
Address 475 Steamboat Road
City/Zip Greenwich, CT 06830
Project No. PA04-0108 (TR 32515)
Premium Included in Perf. Bond
Principal Lennar Homes of California, Inc.
Address 9870 Montecito Drive, Suite 302
City/Zip Corona, CA 92879

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and LENNAR HOMES OF CALIFORNIA, INC., (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to PA04-0108 (TR 32515), 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 3 (commencing with Section 9000) of Part 6 of Division 4 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 and 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 FOUR HUNDRED FIFTY NINE THOUSAND FOUR HUNDRED EIGHTY AND NO/100 Dollars (***\$459,480.00***), 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.

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 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA04-0108 (TR 32515)

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 December 2, 2016.

NAME OF PRINCIPAL: Lennar Homes of California, Inc. , a California corproation
Company Name

AUTHORIZED SIGNATURE(S):

	<u>Authorized Agent</u>
Name	Title
	<u>Vice President</u>
Name	Title


NAME OF SURETY: Berkley Insurance Company
Company Name

AUTHORIZED SIGNATURE:  Mechelle Larkin
ITS ATTORNEY-IN-FACT

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

Approved as to form:

Date: 12-16-16


City Attorney
City of Moreno Valley

California All-Purpose Certificate of Acknowledgment

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 Riverside)

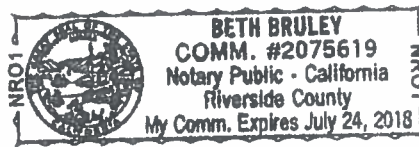
On December 6, 2016 before me, Beth Bruley, Notary Public,
personally appeared Geoffrey Smith and Jeffrey T. Clemens

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 Beth Bruley



(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 DEC - 2 2016 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin -----
[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.



Kathy R. Mair
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: Mechelle Larkin

- 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: _____

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

A.12.g

BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

Packet Pg. 498

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kathy R. Mair; Mechelle Larkin; or Stephanie Bank of Marsh USA, Inc. of Irvine, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26th day of October, 2016.

Attest: Berkley Insurance Company
By Ira S. Lederman Executive Vice President & Secretary
By Jeffrey M. Hafter Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 26th day of October, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019
Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of DEC - 2 2016
Vincent P. Forte
Vincent P. Forte

(Seal)



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 21, 2017

TITLE: PA15-0004 - EL POLLO LOCO - REDUCE FAITHFUL PERFORMANCE SECURITY AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THOSE PORTIONS OF PERRIS BOULEVARD SOUTH OF JOHN F. KENNEDY DRIVE ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM DEVELOPER: INFINITY RS, LLC

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2017-12, a Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project PA15-0004 and Acceptance of those portions of Perris Boulevard south of John F Kennedy Drive 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 security, exonerate the 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 Faithful Performance security in one year when all clearances are received.

SUMMARY

This report recommends acceptance of the improvements associated with PA15-0004 into the City's maintained street system. The project is located on the west side of Perris Boulevard and approximately 550 feet south of John F. Kennedy Drive. This report also recommends authorizing the City Engineer to execute a 90% security

reduction to the Faithful Performance security, exonerate the 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 Faithful Performance security in one year, subject to completion of any defective work during this period.

DISCUSSION

On November 12, 2015, the Planning Commission of the City of Moreno Valley approved Conditional Use Permit PA15-0004. The developer proposed to develop 2,995 square foot fast food restaurant with a drive-through on a 0.66 acre parcel. The project is located on the west side of Perris Boulevard and approximately 550 feet south of John F. Kennedy Drive and was conditionally approved requiring construction of certain public improvements. Improvements were constructed along the west side of Perris Boulevard. The public improvements included sidewalk, parkway culverts (drains), driveway approach, street light, asphalt grind/overlay, striping, sewer lateral, water lateral, storm drain laterals with manholes, and undergrounding of overhead utilities. 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 cash security of \$160,000. Ninety days after City Council approves the Faithful Performance security reduction, the 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. *Staff recommends this alternative because this alternative will allow the City to be in compliance with the Streets and Highways Code Section 1806 (a) and (b) in becoming 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. *Staff does not recommend this alternative because 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

One street light was replaced as part of this project. The parcel associated with this project is already part of Community Services District (CSD) Zone C and pays \$9.00 on its annual property tax bill. The General Fund currently offsets the shortfall for the operations of the street lighting districts.

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:
Michael Lloyd, P.E.
Engineering Division Manager

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

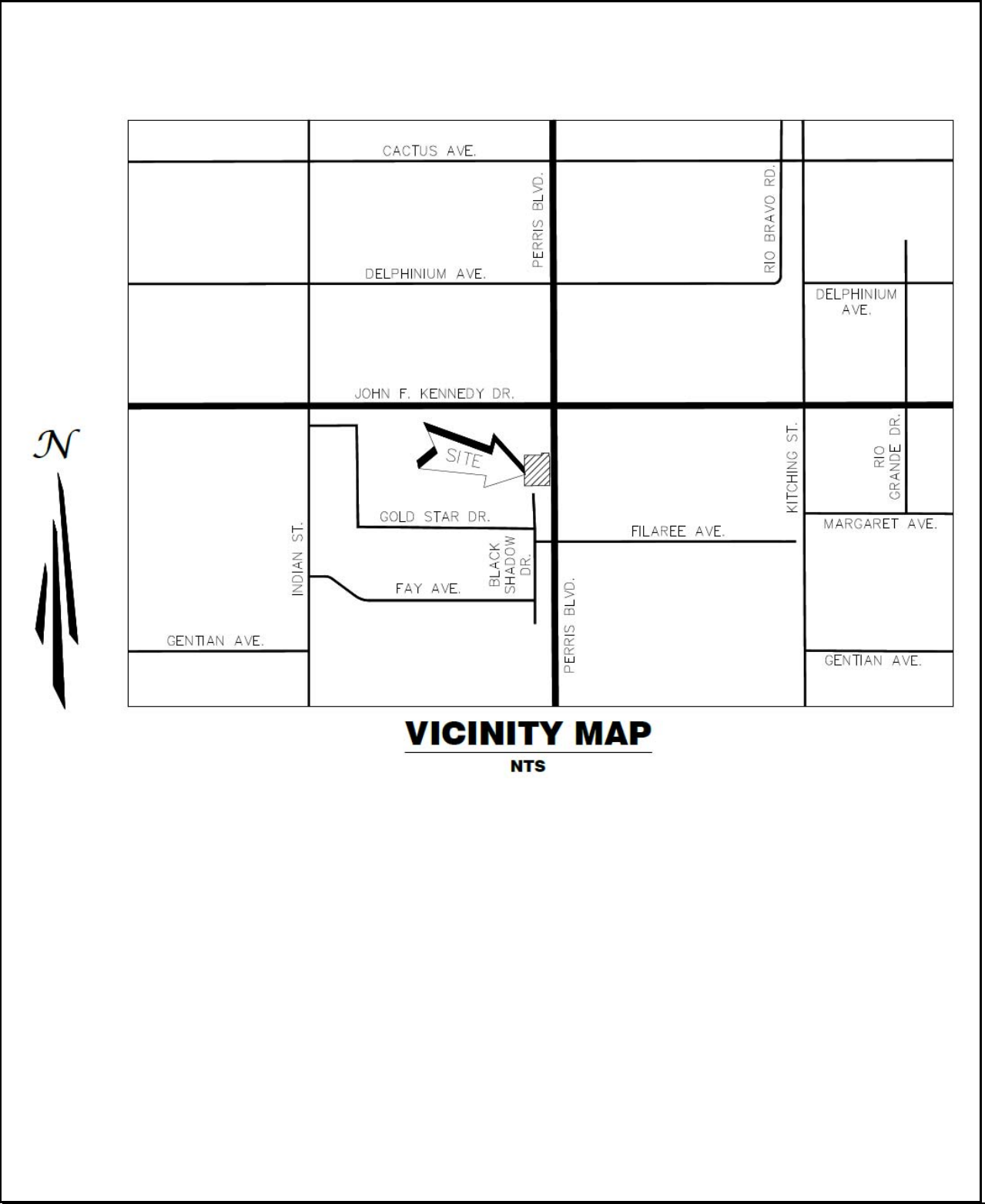
ATTACHMENTS

1. Vicinity Map PA15-0004

2. Resolution No. 2017-12 - PA15-0004

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/01/17 8:53 AM
City Attorney Approval	<u>✓ Approved</u>	1/31/17 3:15 PM
City Manager Approval	<u>✓ Approved</u>	2/06/17 11:18 AM



VICINITY MAP
NTS

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PA15-0004

Attachment: Vicinity Map PA15-0004 (2399 : PA15-0004 - EL POLLO LOCO - REDUCE FAITHFUL PERFORMANCE BOND)

RESOLUTION NO. 2017-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PROJECT PA15-0004 AND ACCEPTANCE OF THOSE PORTIONS OF PERRIS BOULEVARD SOUTH OF JOHN F. KENNEDY DRIVE ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Infinity RS, LLC on those portions of Perris Boulevard, south of John F. Kennedy Drive, 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 PA15-0004 and acceptance of those portions Perris Boulevard, south of John F. Kennedy Drive, 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:

Section 1.

That the public improvements within PA15-0004 are complete, and those portions of Perris Boulevard, south of John F. Kennedy Drive, associated with this project are accepted into the City's maintained street system.

Section 2. Recordation.

The City Clerk is hereby authorized and directed to cause a certified copy of this Resolution, in recordable form, attested by the City Clerk under seal, to be recorded without acknowledgment, certificate of acknowledgment, or further proof in the Official Records of the County of Riverside.

Section 3. Severability.

1
Resolution No. 2017-12
Date Adopted: February 21, 2017

Attachment: Resolution No. 2017-12 - PA15-0004 [Revision 1] (2399 : PA15-0004 - EL POLLO LOCO - REDUCE FAITHFUL PERFORMANCE

That the City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

Section 4. Repeal of Conflicting Provisions.

That all the provisions heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed.

Section 5. Effective Date.

That this Resolution shall take effect upon its adoption.

Section 6. Certification.

That the City Clerk shall certify to the passage of this Resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 21st day of February, 2017.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2
Resolution No. 2017-12
Date Adopted: February 21, 2017

Attachment: Resolution No. 2017-12 - PA15-0004 [Revision 1] (2399 : PA15-0004 - EL POLLO LOCO - REDUCE FAITHFUL PERFORMANCE

RESOLUTION JURAT

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

I, Marie Macias, MMC, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2017-12 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 21st day of February 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

INTERIM CITY CLERK

(SEAL)

3
Resolution No. 2017-12
Date Adopted: February 21, 2017

Attachment: Resolution No. 2017-12 - PA15-0004 [Revision 1] (2399 : PA15-0004 - EL POLLO LOCO - REDUCE FAITHFUL PERFORMANCE



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 21, 2017

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL CONTRACTORS, INC. FOR THE HEACOCK STREET IMPROVEMENT FROM IRIS AVENUE TO GENTIAN AVENUE AND APPROVE THE REIMBURSEMENT AGREEMENT WITH WRCOG PROJECT NO. 801 0023

RECOMMENDED ACTION

Recommendations:

1. Award a construction contract to Sequel Contractors, Inc., 13546 Imperial Hwy, Santa Fe Springs, CA 90670, the lowest responsible bidder, for the Heacock Street Improvement from Iris Avenue to Gentian Avenue.
2. Authorize the City Manager to execute a contract with Sequel Contractors, Inc.
3. Authorize the issuance of a Purchase Order for Sequel Contractors, Inc., in the amount of \$1,789,964.00 (\$1,627,240.00 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 Sequel Contractors, Inc. up to, but not exceeding, the contingency amount of \$162,724 subject to the approval of the City Attorney.
5. Approve the Reimbursement Agreement between the Western Riverside Council of Governments (WRCOG) and the City of Moreno Valley for the construction phase of the Heacock Street Improvement from Iris Avenue to Gentian Avenue project, authorize the City Manager to execute the Reimbursement Agreement, and authorize the Public Works Director/City Engineer to approve any minor

changes or amendment to the Agreement, subject to the approval of the City Attorney.

6. Authorize the Chief Financial Officer to appropriate \$434,500 as revenue and expense in the Transportation Uniform Mitigation Fees (TUMF) Fund (3003) for contract award.

SUMMARY

This report recommends approval of an agreement with Sequel Contractors, Inc. for the construction of the Heacock Street Improvement from Iris Avenue to Gentian Avenue project. The project will provide a wider roadway as a four-lane arterial with new curbs and sidewalks to eliminate the dirt shoulder along the east side of Heacock Street from Iris Avenue to Gentian Avenue, and modify the existing traffic signal at Heacock Street and Gentian Avenue to enhance the safety of residents and commuters. This project is funded with Measure A, Transportation Uniform Mitigation Fees (TUMF), Development Impact Fees (DIF), and Moreno Valley Utility funds. This project is included in the adopted Fiscal Year (FY) 2016/2017 Capital Improvement Plan (CIP).

This report further recommends approval of the Reimbursement Agreement with WRCOG for the construction phase.

DISCUSSION

The proposed Heacock Street Improvement from Iris Avenue to Gentian Avenue includes roadway widening to a four-lane arterial with two twelve-foot wide travel lanes in each direction with a twelve-foot wide center turn lane, an eight-foot wide shoulder, new traffic striping with bike lanes and signing improvements. Other improvements will include concrete curbs, gutters, sidewalks, Americans with Disabilities Act (ADA) compliant access ramps, street lighting, electrical backbone infrastructure, and the modification of an existing traffic signal at the intersection of Heacock Street and Gentian Avenue. Construction will include coordination with Eastern Municipal Water District (EMWD), Southern California Edison, March Air Reserve Base (MARB), and March Joint Powers Authority (MJPA).

A Mitigated Negative Declaration (MND) was approved by the City Council on July 8, 2008 and mitigation measures included in the Final Initial Study/Environmental Assessment for Heacock Street Improvement from San Michele Road to Cactus Avenue were incorporated into the project specifications and will be implemented through the Mitigation Monitoring and Reporting Program to reduce all potential environmental impacts to an acceptable level. Capital Projects and Planning Division staff met and determined that the previously approved Mitigated Negative remains valid for this project.

The bidding documents were completed in December 2016 by Capital Projects staff. As identified in the bidding documents, the scope of work was categorized to include the

Base Bid and five Alternate Bids in order to maximize the utilization of the available budgeted funds.

The Base Bid includes the roadway widening from Revere Place to Gentian Avenue. Bid Alternates 1 through 4 are intended to obtain pricing to improve pavement surfaces from Gentian Avenue northerly to Cactus Avenue, if funds are sufficient. Bid Alternate 1 includes asphalt concrete (AC) overlay on Heacock Street from Gentian Avenue to Poppystone Drive. Bid Alternate 2 includes AC overlay on Heacock Street from Poppystone Drive to John F. Kennedy Drive. Bid Alternate 3 includes AC overlay on Heacock Street from John F. Kennedy Drive to Delphinium Avenue. Bid Alternate 4 includes AC overlay on Heacock Street from Delphinium Avenue to Cactus Avenue. Bid Alternate 5 includes new street lights and associated improvements, including foundations, conduits, conductors and pull boxes, to be constructed complete and operational along both sides of Heacock Street from Revere Place to Gentian Avenue. Bid Alternate 5 also includes electrical backbone infrastructure.

The project was advertised for construction bids in December 2016 and formal bidding procedures were followed in conformance with the Public Contract Code. Bids were received via the electronic bid management system, PlanetBids, on January 12, 2017, and six (6) bids were received as follows:

<u>CONTRACTORS</u>	<u>Base Bid *</u>
1. Sequel Contractors, Inc., Santa Fe Springs	\$1,212,186.00
2. Hillcrest Contracting, Inc., Corona.	\$1,311,764.25
3. All American Asphalt, Corona.	\$1,248,919.00
4. R.J. Noble Company, Orange	\$1,552,248.80
5. Vance Corporation, Rialto	\$1,359,740.00
6. Sully-Miller, Brea	\$1,276,468.25

**The order is based on the total bid amount. (Base Bid plus Alternative Bids 1-5)*

The lowest responsible bidder was determined by comparing the cumulative total for all bid items including Bid Alternates 1-5 as stipulated in the Bidding Documents. Staff has reviewed the bid by Sequel Contractors, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Sequel Contractors, Inc. in their bid.

Following the bid opening, staff reviewed the bids and available funding and is recommending the award of the construction contract for Base Bid plus Bid Alternate 5, for the total bid amount of \$1,627,240.00 to Sequel Contractors, Inc. The Base Bid amount is \$1,212,186 and Bid Alternate 5 is \$415,054. Bid Alternate 5 is recommended because the construction of the backbone system and street lights are part of an MVU CIP project that will provide additional reliability and flexibility for MVU's electrical distribution system. MVU operating funds are available for Bid Alternate 5. Available budgets do not allow for Bid Alternates 1 through 4. Staff is recommending issuance of a Purchase Order for Sequel Contractors, Inc. for \$1,789,964 which includes a 10% contingency. A contingency of 10% of the bid amount (\$162,724.00) is recommended

to account for any latent or unforeseen circumstances encountered during construction. Unforeseen conditions may include unsuitable soils or hazardous wastes which need to be properly processed and removed. There also may be other conflicting utility appurtenances that will have to be addressed during project construction.

Western Riverside Council of Governments (WRCOG) is the administrator of the TUMF program. On November 12, 2008, the City Council approved an agreement with WRCOG for the Engineering phase of this project which has been completed. Staff has applied for additional monies for the construction phase and has received notification that the grant was approved and an agreement is pending. This is subject to revisions by the City and/or by WRCOG. In order to execute this agreement, WRCOG is requesting acceptance and execution of the agreement to reimburse TUMF funds for the construction phase of the Heacock Street Improvements.

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

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the Heacock Street Improvement from Iris Avenue to Gentian Avenue.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay construction of the Heacock Street Improvement from Iris Avenue to Gentian Avenue and jeopardize TUMF funding within the approved schedule.*

FISCAL IMPACT

This project is funded with TUMF fund (Fund 3003), DIF Traffic Signal fund (Fund 3302), MVU fund (Fund 6011), and Measure A (Fund 2001). The current approved maximum TUMF allocation is \$1,100,000 to fund the construction phase of this project. The DIF Traffic Signal and TUMF funds specifically apply to this project location. There is no impact to the General Fund. Once constructed, street maintenance costs over a 20 year period are estimated to average approximately \$12,000 per lane mile, per year. Maintenance costs are typically funded by Measure A or Gas Tax monies that the City receives on an annual basis.

Proposed Appropriation for Fiscal Year 2016/2017:

Category	Fund	GL Account (GL) Project Number (PN)	Type	Original Budget	Proposed Adjustment	Revised Budget
----------	------	--	------	-----------------	---------------------	----------------

CIP	TUMF (3003)	GL – 3003-99-99-93003-483010	Rev	\$0	\$1,100,000	\$1,100,000
CIP	TUMF (3003)	GL – 3003-70-77-80001-720199 PN – 801 0023 70 77 3003-99	Exp	\$665,500	\$434,500	\$1,100,000

BUDGET FOR CONSTRUCTION

TUMF Fund

(Account 3003-70-77-80001) (Project No. 801 0023 70 77-3003) \$1,100,000
 MVU Crosstown Tie – Heacock
 (Account 6011-30-80-80005) (Project No. 805 0043) \$456,600
 DIF Traffic Signals
 (Account 3302-70-77-80001) (Project No. 808 0023 70 77-3302) \$250,000
 Measure A Fund
 (Account 2001-70-77-80001) (Project No. 801 0023 70 77-2001)..... \$200,00
 Total Project Budget..... \$2,006,600

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction Costs \$1,790,000
 Construction Geotechnical Services..... \$40,000
 Construction Surveying Services \$55,000
 Project Administration and Inspection Services* \$120,000
 Total Estimated Construction-Related Project Costs \$2,005,000

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

ANTICIPATED PROJECT SCHEDULE:

Start Construction..... March 2017
 Construction CompletionOctober 2017

NOTIFICATION

All utilities, adjacent property owners, business owners, law enforcement, fire department, and other emergency services responders in the area will be notified in a timely manner prior to the start of construction work. Changeable message signs to notify commuters will be strategically placed to provide adequate advanced notice

PREPARATION OF STAFF REPORT

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

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

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

Concurred By:
 Jeannette Olko
 Electric Utility Division Manager

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Agreement
- 2. Location Map
- 3. WRCOG Reimbursement Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/01/17 8:53 AM
City Attorney Approval	<u>✓ Approved</u>	2/08/17 6:02 PM
City Manager Approval	<u>✓ Approved</u>	2/09/17 2:59 PM

Agreement No. _____

AGREEMENT**PROJECT NO. 801 0023 70 77
Heacock Street Improvement
From Iris Avenue to Gentian Avenue**

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Sequel Contractors, Inc., hereinafter called the "Contractor."

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

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

- A. Governmental approvals, including, but not limited to, permits required for the Work
- B. Any and all Contract Change Orders issued after execution of this Agreement
- C. This Agreement
- D. Addenda Nos. 2 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. Other Agency Standard Plans [Engineer to specify]
- L. The bound Bidding Documents
- M. Contractor's Certificates of Insurance and Additional Insured Endorsements
- N. Contractor's Bidder's Proposal and Subcontractor Listing

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

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

- A. Geotechnical Reports
- B. SWPPP

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, Six Hundred Twenty Seven Thousand, Two Hundred Forty Dollars (\$1,627,240.00) (“Contract Price”). The Alternate Bid Items selected by the City and included in the Contract is: 5. 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	110 Working Days
Alternate 5	30 Working Days

B. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the “Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials.” The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Time of **One Hundred Ten (110) Working Days for the Base Bid and One Hundred Forty (140) Working Days for Base Bid plus Bid Alternate 5**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

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

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

- Submitting and obtaining approval of Traffic Control Plans

- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents

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

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

6. LIQUIDATED DAMAGES AND CONTROL OF WORK

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

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$600.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

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

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

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

7. INSURANCE.

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

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

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

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

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery

or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

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

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

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

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

- (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
- (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
- (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

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

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

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

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

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

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

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

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

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

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

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

shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

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

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

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

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

10. INDEMNIFICATION.

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

- A. Any activity on or use of the City's premises or facilities;

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

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the 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)

Attachment: Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL CONTRACTORS, INC. FOR THE

CITY OF MORENO VALLEY, Municipal Corporation

(Sequel Contractors, Inc.)

BY: _____
City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

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

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

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

Attachment: Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL CONTRACTORS, INC. FOR THE

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement 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 of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL CONTRACTORS, INC. FOR THE

CONTRACTOR'S BONDS

Attachment: Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL CONTRACTORS, INC. FOR THE

CITY OF MORENO VALLEY
Project No. 801 0023 70 77

PREMIUM \$ _____

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

**PROJECT NO. 801 0023 70 77
Heacock Street Improvement
From Iris Avenue to Gentian Avenue**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to _____, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 801 0023 70 77**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her 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 said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless 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. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL CONTRACTORS, INC. FOR THE

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

Attachment: Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL CONTRACTORS, INC. FOR THE

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California
County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement 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 of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

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DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL CONTRACTORS, INC. FOR THE

CITY OF MORENO VALLEY
Project No. 801 0023 70 77

BOND NO. _____

PREMIUM \$ _____

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

**PROJECT NO. 801 0023 70 77
Heacock Street Improvement
From Iris Avenue to Gentian Avenue**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to _____, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 801 0023 70 77**, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

PAYMENT BOND
00602-1

Attachment: Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL CONTRACTORS, INC. FOR THE

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement 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 of Notary Public

(Notary Seal)

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- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND
SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

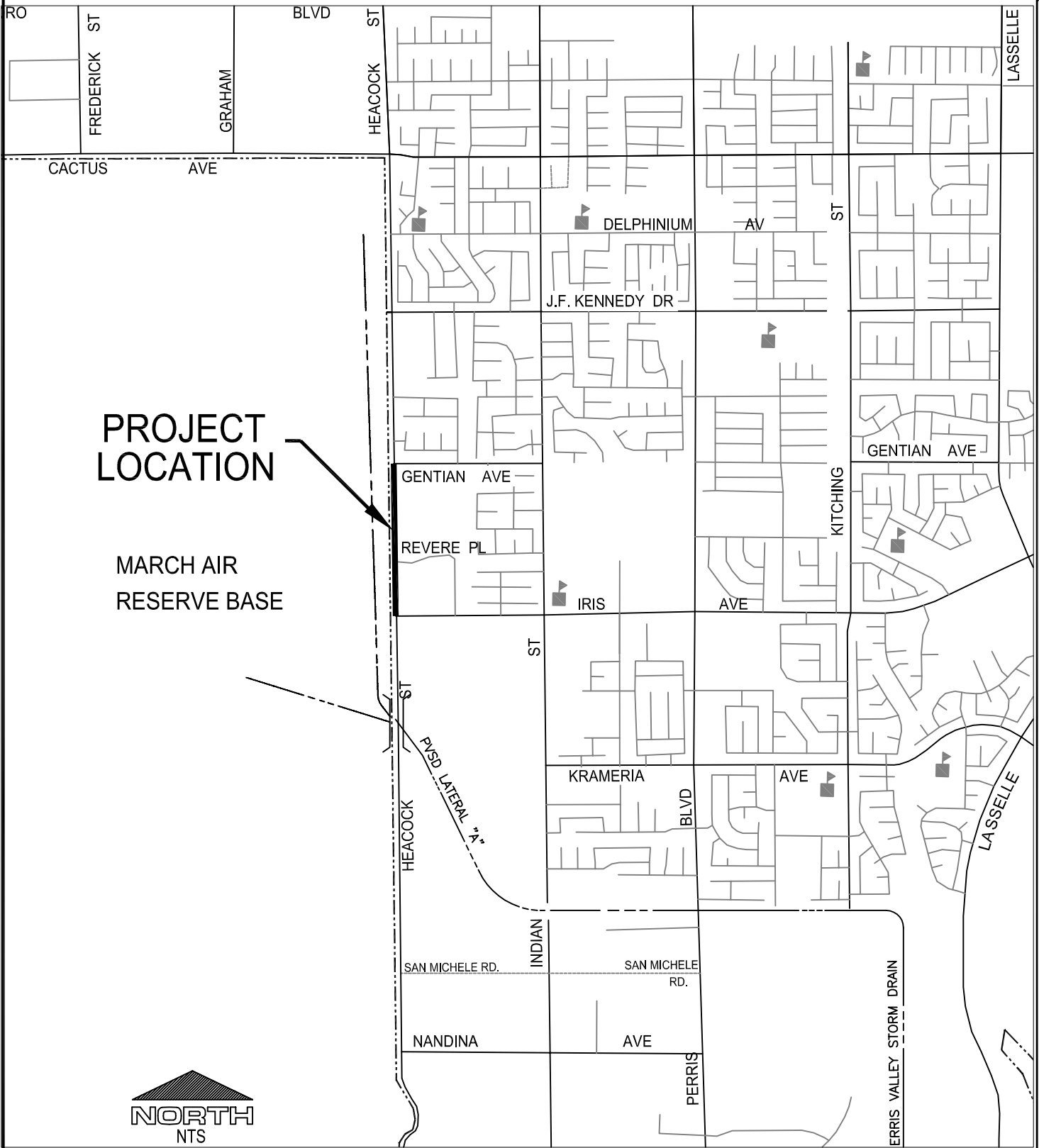
CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

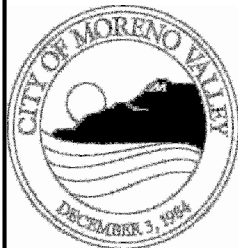
- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL CONTRACTORS, INC. FOR THE



PROJECT LOCATION

MARCH AIR RESERVE BASE



LOCATION MAP

Public Works Department
Capital Projects Division

ATTACHMENT 1

HEACOCK STREET IMPROVEMENTS FROM IRIS AVENUE TO GENTIAN AVENUE

PROJECT NO. 801 0023

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
CONSTRUCTION OF HEACOCK STREET BETWEEN IRIS AVENUE AND GENTIAN
AVENUE**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of ____, 20__, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the CITY OF MORENO VALLEY (“the AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for Construction of Heacock Street between Iris Avenue and Gentian Avenue, (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation
- 4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **One Million, One Hundred Thousand Dollars (\$1,100,000.00)**, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for three (3) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet

and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase,

AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. The AGENCY shall provide at least **TWO HUNDRED FIFTY THOUSAND DOLLARS** (\$250,000) of funding toward the Work, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects.

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates the **Director of Public Works/City Engineer**, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.
 (a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this

Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

23. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

27. Time of Essence. Time is of the essence for each and every provision of this Agreement.

28. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

29. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

30. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

31. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

32. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Moreno Valley
Capital Projects Division
P.O. Box 88005
Moreno Valley, CA 92552-0805
Telephone: (951) 413-3130
Facsimile: (951) 413-3170

If to WRCOG: Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Ruthanne Taylor Berger, Deputy Executive Director
Telephone: (951) 955-8304
Facsimile: (951) 787-7991

Attachment: WRCOG Reimbursement Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

33. Integration; Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

34. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

36. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

38. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF MORENO VALLEY

By: _____ Date: _____
Rick Bishop
Executive Director

By: _____ Date: _____

Approved to Form:

By: _____ Date: _____
Steven C. DeBaun
General Counsel

Attachment: WRCOG Reimbursement Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL

EXHIBIT “A”**SCOPE OF WORK**

In existing condition, the segment of Heacock Street between Iris and Gentian is a bottleneck with substandard lane transitions and a lack of clear recovery zones due to significant centerline offset, pavement failure due to increased truck traffic with the development of adjacent vacant lands, and drainage issues with frequent flooding.

The project, which will be completed in partnership with Riverside County Flood Control District who will be constructing the Heacock Street Channel adjacent to the proposed Heacock Street to address major flooding issues in the area, consists of proposed improvements including, but not limited to curb & gutter, ADA curb ramps, sidewalk, AC pavement, signing and striping including for bicycle lanes and painted medians, drainage improvements, north/east leg Heacock/Gentian intersection approach improvements, utility adjustments, and modifications to existing traffic signal to accommodate the proposed wider four travel lane along Heacock.

EXHIBIT "A-1"
ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED		\$12,000.00	\$12,000.00
PS&E		\$100,000.00	\$100,000.00
RIGHT OF WAY		\$60,000.00	\$60,000.00
CONSTRUCTION	\$1,100,000.00	\$250,000.00	\$1,350,000.00
TOTAL	\$1,100,000.00	\$422,000.00	1,522,000.00

Attachment: WRCOG Reimbursement Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL

EXHIBIT "A-2"
PROJECT SCHEDULE

PHASE	START DATE	COMPLETION DATE*
CON	March 2017	December 2017

*Includes close-out

Attachment: WRCOG Reimbursement Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit “B-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG’s Executive Director with a copy to WRCOG’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-2”.
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits “B-4” and “B-5”. All documentation from the Agency’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-3”.
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit “B” and its attachments.
6. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

“I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

- 8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
- 9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

Attachment: WRCOG Reimbursement Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL

EXHIBIT "B-1"
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$__INSERT NUMERICAL DOLLAR AMOUNT__) without written approval of Agency's City Manager [or applicable position] ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is \$_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<i>[__insert charges__]</i>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
-----------------------------------	------------------------------

[sample]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
 Title _____
 Date _____
 Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

Attachment: WRCOG Reimbursement Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY’s invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure “A” Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
---------------------------------	--------------------------------

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

Attachment: WRCOG Reimbursement Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]**
This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00
Amount Due this Invoice:	\$000,000.00
	=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

Attachment: WRCOG Reimbursement Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL

**EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)**

Attachment: WRCOG Reimbursement Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL

**EXHIBIT B-5
Sample Progress Report**

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

- 1. Responded to Segment 1 comments from Department of Transportation
- 2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

- 1. Completing and to submit Traffic Signal and Electrical Design plans
- 2. Responding to review comments

Attachment: WRCOG Reimbursement Agreement (2316 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO SEQUEL



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 21, 2017

TITLE: MUNICIPAL CODE UPDATE – SECTION 8.12.140 - DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing on proposed amendment to Section 8.12.140 of the City of Moreno Valley Municipal Code.
2. Introduce Ordinance No. 919, an Ordinance of the City Council of the City of Moreno Valley, California, thereby amending the City of Moreno Valley Municipal Code Section 8.12.140 related to floodplain development approvals.
3. Set the second reading and adoption of the Ordinance for the next regularly scheduled Council Meeting on February 21, 2017.

SUMMARY

This report recommends adoption of an Ordinance to amend the City's Municipal Code Chapter 8.12 "Flood Damage Prevention and Implementation of National Flood Insurance Program." The Chapter currently requires that development projects within floodplains are to have Federal Emergency Management Administration (FEMA) Letter of Map Revisions (LOMRs) approved prior to building permit. In order to streamline the development process, an Ordinance is proposed to amend the Municipal Code to allow the approval of the LOMR prior to issuance of a certificate of occupancy.

DISCUSSION

The timing of FEMA LOMR approvals per the City's Municipal Code (8.12.140) has been in conflict with typical construction practices. Currently, a developer has to have

an approved LOMR prior to Building Permit. This requirement can result in extensive delays to projects. Typically, a development site is graded to prepare the site for building construction. Once grading is complete, the LOMR has to be prepared and then submitted to FEMA for approval per the current Municipal Code requirements. This is typically a three to six month process. Meanwhile, the developer is waiting to move forward with construction incurring costs due to the delay in receiving the Building Permit.

City staff reviewed other jurisdictions' practices regarding LOMR approval in preparation of this proposed Ordinance. The County of Riverside, City of Corona, City of Perris, and City of Ontario require LOMR approval prior to a certificate of occupancy. The City of Murrieta and City of Rancho Cucamonga require the LOMR to be submitted to FEMA within six months of the information becoming available. Therefore, the proposed revision to the Municipal Code would be consistent with other jurisdictions within the Inland Empire.

Finally, City staff reached out to County of Riverside staff since the County's Ordinance had recently been audited by FEMA and the California Department of Water Resources (DWR). The County Ordinance was found to be in conformance with FEMA and DWR requirements. City staff then followed up with FEMA and DWR staff that conducted the audit regarding a potential change to the City of Moreno Valley Municipal Code with regards to the approval of LOMRs. Both FEMA and DWR responded that a change to LOMR approval prior to issuance of a certificate of occupancy would meet the requirements of the California Ordinance Review Checklist. Thus, it would not impact the City's standing as a part of the National Flood Insurance Program (NFIP). The NFIP is a program administered by FEMA enabling property owners in participating communities to purchase insurance as protection against flood losses. The City of Moreno Valley is a part of the NFIP-Community Rating System (CRS) and is required to submit annual reports on City activities related to the program. There are audits conducted every five years in which a score is assigned, most recently in 2012. This score sets how much of a discount flood insurance policy holders will receive. The scoring is established based upon several criteria ranging from Elevation Certificates to Floodplain Management Planning. Based upon the 2012 audit, a five percent discount is available to flood insurance policy holders in Moreno Valley.

The proposed Ordinance will streamline the delivery of development projects. This is consistent with the intent of the Momentum MoVal Priority 1 - Economic Development business opportunities and job creation.

ALTERNATIVES

1. Introduce and read by title only the proposed Ordinance to amend Section 8.12.140 of the Moreno Valley Municipal Code regarding the approval of LOMRs. *Staff recommends this alternative in order to streamline development within floodplains.*

- 2. Do not approve the recommended action as presented in this staff report. *Staff does not recommend this alternative because development construction within floodplains will continue to be delayed during the FEMA LOMR approval process.*

FISCAL IMPACT

There is no fiscal impact to the General Fund associated with the proposed ordinance.

NOTIFICATION

A 1/8 page public hearing notice for this code amendment was published in the local newspaper on January 28, 2017.

PREPARATION OF STAFF REPORT

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

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

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

ATTACHMENTS

- 1. CC Newspaper Notice
- 2. LOMR Approval Ordinance

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/24/17 1:56 PM
City Attorney Approval	<u>✓ Approved</u>	1/25/17 9:47 AM

City Manager Approval

✓ Approved

1/26/17 9:53 AM

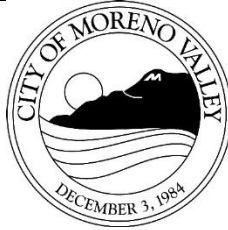
HISTORY:

02/07/17

Next: 02/21/17

City Council

FIRST READING OF ORDINANCE



NOTICE OF CITY COUNCIL PUBLIC HEARING

THE CITY COUNCIL WILL CONSIDER AN ORDINANCE AMENDING SECTION 8.12.140 OF CHAPTER 8.12 OF TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

The Municipal Code revision will adjust the development process within floodplains. Required approvals for FEMA Letters of Map Revisions will be at the time of the issuance of a certificate of occupancy with the proposed action.

Any person interested in the proposed project may contact Michael Lloyd, Engineering Division Manager at (951) 413-3120 in the Public Works Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday and 7:30 a.m. to 4:30 p.m. on Fridays) or may telephone (951) 413-3120 for further information.

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council on or before the following meeting date:

**Tuesday, February 7, 2017
6:00 P.M.
City Council Chamber
14177 Frederick Street.
Moreno Valley, CA 92552-0805**

ORDINANCE NO. 919

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 8.12.140 OF CHAPTER 8.12 OF TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

WHEREAS, the City Council of the City of Moreno Valley seeks to streamline the development process for consistency with construction practices, specifically projects within designated floodplains requiring federal approvals;

WHEREAS, the City is a member of the National Floodplain Insurance Program Community Rating System that affords flood insurance policy holders a discount; and

WHEREAS, the adoption of this Ordinance will make City procedures for floodplain administration consistent with County of Riverside procedures that are consistent with the National Floodplain Insurance Program Community Rating System;

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

SECTION 1. RECITALS

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

SECTION 2: MUNICIPAL CODE AMENDED

Title 8 of the City of Moreno Valley Municipal Code is hereby amended as follows:

Section 8.12.140(A)(5) of Chapter 8.12 of Title 8 of the City of Moreno Valley Municipal Code is deleted and replaced with the following:

“8.12.140(A)(5) All Letters of Map Revision (LOMRs) for projects shall be approved prior to issuance of any certificates of occupancy. Building Permits may be issued on Conditional Letters of Map Revision (CLOMRs).”

Section 8.12.140(D)(2)(b) of Chapter 8.12 of Title 8 of the City of Moreno Valley Municipal Code is deleted and replaced with the following:

“8.12.140(D)(2)(b) All LOMRs for projects shall be approved prior to issuance of any certificates of occupancy. Building Permits may be issued on CLOMRs.”

Attachment: LOMR Approval Ordinance [Revision 2] (2408 : MUNICIPAL CODE UPDATE ? SECTION 8.12.140 - DUTIES)

SECTION 3. SEVERABILITY

That should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

SECTION 4. REPEAL OF CONFLICTING PROVISIONS

All provisions of the City of Moreno Valley Municipal Code as heretofore adopted that are in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 6. NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the City.

SECTION 7. EFFECTIVE DATE:

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

APPROVED AND ADOPTED this 21st day of February, 2017.

Mayor

ATTEST:

City Clerk

Attachment: LOMR Approval Ordinance [Revision 2] (2408 : MUNICIPAL CODE UPDATE ? SECTION 8.12.140 - DUTIES)

APPROVED AS TO FORM:

City Attorney

Attachment: LOMR Approval Ordinance [Revision 2] (2408 : MUNICIPAL CODE UPDATE ? SECTION 8.12.140 - DUTIES)

ORDINANCE JURAT

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

I, Marie Macias, MMC, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 919 had its first reading on February 7, 2017 and had its second reading on February 21, 2017 and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 21st day of February, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

INTERIM CITY CLERK

(SEAL)

Attachment: LOMR Approval Ordinance [Revision 2] (2408 : MUNICIPAL CODE UPDATE ? SECTION 8.12.140 - DUTIES)



Report to City Council

TO: Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Gabriel Garcia, Parks & Community Services Director

AGENDA DATE: February 21, 2017

TITLE: ACCEPTANCE OF 2016/17 AMENDED GRANT CONTRACT FROM THE CALIFORNIA DEPARTMENT OF EDUCATION, CHILD DEVELOPMENT SERVICES, FOR CHILD CARE SERVICES AND ADOPTION OF THE RESOLUTION TO CERTIFY THE APPROVAL OF THE GOVERNING BOARD

RECOMMENDED ACTION

Recommendations:

1. Authorize the acceptance of grant monies in the amended amount of \$663,817 for Fiscal Year (FY) 2016/2017 from the California Department of Education, Child Development Division, for the purpose of providing school age child care and development services; and
2. Adopt Resolution No. CSD 2017-02, a resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, certifying the approval of the governing board to enter into a transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for FY 2016/2017.

SUMMARY

This report recommends the acceptance of Child Development Grant Funds in the amended amount to continue the Child's Place licensed after school child care program at the increased funding level. This program is supported by grant funds, parent fees, and food program revenue.

DISCUSSION

On February 2, 2016, City Council approved contract number CCTR-6168 accepting grant monies from the State of California Department of Education in the amount of \$631,386 for the purpose of providing school age child care and development services for FY 2016/2017. The 2016 Budget Act increased the Standard Reimbursement Rate per child day of enrollment from \$38.29 to \$40.20, increasing the Maximum Reimbursable Amount to \$663,817.

A Child's Place is a state licensed program which operates at five elementary schools: Creekside, Sunnymead, Rainbow Ridge, Armada and Red Maple. Since January 1997, the program has served children between the ages of kindergarten through 12 years of age. The program fosters the healthy social and emotional development of every child by providing activities, schedules, materials, and equipment to ensure that children are both challenged and successful. Programming for the students includes a nutritious daily snack, arts and crafts, indoor and outdoor games, story time, homework time, and social time. The program also includes field trips, parent conferences, and special parenting classes and programs on topics including health issues, substance abuse, nutrition, personal safety, community awareness, literacy, and more. The program works closely with parents and school site staff to incorporate applicable school rules and provide emotional support for the children.

A Child's Place operates at schools utilizing the "modified traditional" school schedule between the hours of 11:30 a.m. and 6:00 p.m. on school days, and 7:00 a.m. to 6:00 p.m. on school vacation days, Monday through Friday.

As part of the City's policy, the City Council must formally accept this funding from the California Department of Education, Child Development Services and adopt the corresponding resolution.

STRATEGIC PLAN PRIORITY: YOUTH PROGRAMS

Improve the lives and futures of our City's youth by expanding healthy lifestyle choices and learning opportunities. Build systems that continually and effectively assess the conditions affecting families in Moreno Valley, and develop context appropriate strategies responsive to those needs that build on community strengths.

Objective 6.2: Improve health, wellness and fitness for Moreno Valley youth through recreation and sports programs.

Initiative 6.2.4: Promote nutrition education to improve students' health and reduce childhood obesity through family information sharing and after-school recreation health/wellness programs.

ALTERNATIVES

1. Authorize the acceptance of grant monies in the amended amount of \$663,817 for FY 2016/2017 from the California Department of Education, Child Development Division for the purpose of providing school age child care and development services; and approve the proposed resolution to certify the approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing school age child care and development services. *Staff recommends this alternative to maximize child care and development program services.*
2. Do not accept additional grant funding and continue the Child Care Grant Program at current lower funding levels. *Staff does not recommend this alternative.*

FISCAL IMPACT

The proposed grant funds program expenditures on a cost reimbursement basis. The grant funds as well as food program revenue and program fees are used to provide school age child care and development services and are restricted to this program. **There is no impact to the General Fund.** A budget adjustment to increase revenue to the grant award amount will be submitted. Expenditures are budgeted in the FY 2016-2017 Operating Budget (2201-50-58-75011).

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 16/17 Budget	Proposed Adjustments	FY 16/17 Amended Budget
State Grant - Operating Revenue*	Child Care	2201-50-58-75011-486000	Rev	\$ 355,967	\$ 32,431	\$ 388,398
Grant Expenditures*	Child Care	2201-50-58-75011-various	Exp	\$ 651,386	\$ 32,431	\$ 683,817

*Chart reflects only affected revenue and expenditure accounts, not the entire program budget. All grant funds are fully expended during each grant year.

NOTIFICATION

Posting of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Sandra Contreras
Senior Management Analyst

Department Head Approval:
Gabriel Garcia
Director of Parks and Community Services

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.

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

ATTACHMENTS

1. ResolutionGrantAmendment16-17
2. CCTR-6168-01 Amendment

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.

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

3. Resolution No. 2017-02 - Grant Amendment 16-17
4. CCTR-6168-01 Amendment

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/01/17 9:07 AM
City Attorney Approval	<u>✓ Approved</u>	2/08/17 5:39 PM
City Manager Approval	<u>✓ Approved</u>	2/09/17 2:16 PM

RESOLUTION NO. CSD 2017-02

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, CERTIFYING THE APPROVAL OF THE GOVERNING BOARD TO ENTER INTO A TRANSACTION WITH THE CALIFORNIA DEPARTMENT OF EDUCATION FOR THE PURPOSE OF PROVIDING CHILD CARE AND DEVELOPMENT SERVICES AND TO AUTHORIZE THE DESIGNATED PERSONNEL TO SIGN CONTRACT DOCUMENTS FOR FY 2016/2017

WHEREAS, the Moreno Valley Community Services District Board of Directors desires to provide school age child care services to the citizens of Moreno Valley during FY 2016/17; and

WHEREAS, the Moreno Valley Community Services District Board of Directors further desires to enter into this transaction with the California Department of Education for the purpose of providing child care and development services; and

WHEREAS, the Moreno Valley Community Services District Board of Directors authorizes the persons listed to sign the transaction for the Governing Board

Gabriel Garcia, Director of Parks and Community Services _____

Mel Alonzo, Parks & Community Services Division Manager _____

Marshall Eyerman, Chief Financial Officer _____

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Accept the grant monies from the California Department of Education, Child Development Division, in the amount of \$663,817 to provide child care services for FY 2016/2017; and
2. Adopt a resolution to certify the approval of the Governing Board to enter into contract number CCTR-6168, Amendment 01, Project Number 33-2186-00-6 with the California Department of Education for the purpose of providing child care and development services; and
3. Authorize designated personnel to sign contract documents on behalf of the Governing Board for FY 2016/2017.

1
Resolution No. CSD 2017-02
Date Adopted: February 21, 2017

Attachment: Resolution No. 2017-02 - Grant Amendment 16-17 [Revision 1] (2431 : AMENDED GRANT CONTRACT FOR CHILD CARE SERVICES

APPROVED AND ADOPTED this 21st day of February, 2017.

Mayor of the City of Moreno Valley,
acting in the capacity of President of the Board
of Directors of the Moreno Valley Community
Services District

ATTEST:

Interim City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Legal Counsel of the Moreno
Valley Community Services District

2
Resolution No. CSD 2017-02
Date Adopted: February 21, 2017

RESOLUTION JURAT

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

I, Marie Macias, MMC, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. CSD 2017-02 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley at a regular meeting held on the 21st day of February, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

INTERIM CITY CLERK

(SEAL)

3
Resolution No. CSD 2017-02
Date Adopted: February 21, 2017

Attachment: Resolution No. 2017-02 - Grant Amendment 16-17 [Revision 1] (2431 : AMENDED GRANT CONTRACT FOR CHILD CARE SERVICES



Amendment 01

DATE: July 01, 2016

CONTRACT NUMBER: CCTR-6168

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 33-2186-00-6

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Budget Act/Rate Increase

CONTRACTOR'S NAME: CITY OF MORENO VALLEY

This agreement with the State of California dated July 01, 2016 designated as number CCTR-6168 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$631,386.00 and inserting \$663,817.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be amended by deleting reference to the Previous Rate of \$38.29 and inserting the Blended Rate of \$40.20 in place thereof.

The Blended Rate is an average of the Previous Rate and the Previous Rate increased by ten percent. This increase represents the ten percent increase to the Standard Reimbursement Rate, which is effective January 1, 2017, pursuant to the Budget Act of 2016.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 16,490.0 and inserting 16,513.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 250. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

Table with columns for STATE OF CALIFORNIA and CONTRACTOR, including fields for signature, name, title, amount, and program details.

Attachment: CCTR-6168-01 Amendment (2431 : AMENDED GRANT CONTRACT FOR CHILD CARE SERVICES 16/17)

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 188,730	(OPTIONAL USE)0656 13609-2186	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 188,730	ITEM 30.10.020.001 6100-194-0890	CHAPTER 23	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 86,689	(OPTIONAL USE)0656 15136-2186	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 86,689	ITEM 30.10.020.001 6100-194-0890	CHAPTER 23	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 32,431	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 355,967	(OPTIONAL USE)0656 23254-2186			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 388,398	ITEM 30.10.020.001 6100-194-0001	CHAPTER 23	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

Attachment: CCTR-6168-01 Amendment (2431 : AMENDED GRANT CONTRACT FOR CHILD CARE SERVICES 16/17)

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 21, 2017

TITLE: PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDING

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct the Public Hearing and accept public testimony regarding the mail ballot proceeding for Trinity Baptist Church for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate to be applied to the property tax bill.
2. Direct the City Clerk to count the returned NPDES ballot.
3. Verify and accept the results of the mail ballot proceeding as maintained by the City Clerk on the Official Tally Sheet.
4. Receive and file the Official Tally Sheet with the City Clerk's office.
5. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to the Assessor's Parcel Number mentioned in this report.

SUMMARY

The action before the City Council is to conduct a Public Hearing for a National Pollutant Discharge Elimination System (NPDES) mail ballot proceeding. The process to accept one parcel into the City's NPDES funding program affects one property owner, not the general citizens or taxpayers of the City.

The City requires property owners of development projects to mitigate the cost of certain impacts created by the proposed development, such as the cost of complying with the

state and federal NPDES requirements. As a condition of approval, the property owner is required to provide an ongoing funding source to offset those costs. The City offers a funding program to assist property owners in satisfying the funding requirement. After a property owner approves the City’s NPDES rate through a mail ballot proceeding, the City can levy the rate on the property tax bill of the authorized parcel(s). Attachment 2 outlines the steps to participate in the City’s NPDES funding program.

The revenue generated by this program provides a funding source to monitor pollution control of storm water runoff into municipally owned drainage facilities, lessening the financial impact of compliance with the state and federal requirements on the general taxpayer in Moreno Valley.

Trinity Baptist Church (“Property Owner”) is conditionally approved to construct a fellowship hall and covered patio on the existing site (south side of Ironwood Ave., east of Redlands Blvd.). The Property Owner has requested the City conduct a mail ballot proceeding, which if approved, will satisfy their condition of approval to provide a funding source for the NPDES Program.

DISCUSSION

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the NPDES Program. The Santa Ana Regional Water Quality Control Board administers the NPDES Program through the issuance of a Permit. The NPDES Program requires public agencies to obtain coverage under the Permit to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. The City’s current NPDES Permit requires all new development projects comply with storm water management requirements.

As a condition of approval for development projects, the Land Development Division (Public Works Department) requires property owners to provide an ongoing funding source for the NPDES Program. The City Council adopted the NPDES residential regulatory rate on June 10, 2003, and the NPDES commercial/industrial regulatory rate on January 10, 2006. These funds support the increased compliance activities related to the development. They also reduce the financial impact to the General Fund to maintain compliance with the unfunded requirements of the Permit. The City’s storm water management activities include annual and periodic facility inspections for site design, NPDES permit compliance, and implementation of Best Management Practices and maintenance for specified facilities.

The Property Owner is required to provide an ongoing funding source for the NPDES program as a condition of approval. Detailed parcel information for the property subject to the condition of approval is listed in the following table.

Property Owner/Project	Assessor’s Parcel Number	Location	FY 2016/17 NPDES Maximum Rate(s)
-------------------------------	---------------------------------	-----------------	---

Trinity Baptist Church P16-005	488-260-038	south side of Ironwood Ave., east of Redlands Blvd.	\$232.28/parcel commercial/ industrial rate
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The Property Owner has two options to satisfy the condition of approval:

- 1) Approve the NPDES rate and authorize the City to collect the rate on the annual Riverside County property tax bill through participation in a mail ballot proceeding; or
- 2) Fund an endowment.

The Property Owner has decided to have the NPDES rate applied to the annual property tax bill. Before the City can levy the rate onto the annual property tax bill, the Property Owner must first approve it and authorize the City to do so through a mail ballot proceeding. A mail ballot proceeding is a legally required process to approve new charges, or an increase to existing charges, on property tax bills (Proposition 218). The Property Owner was mailed a notice and a ballot to cast their vote (Attachment 1). The notice detailed the purpose and amount of the charge and potential annual inflationary adjustment. The City is required to provide the Property Owner with 45 days to review the notice and an opportunity to address the City Council. The Property Owner will have an opportunity to address the City Council during the public comment portion of the Public Hearing. At the close of the Public Hearing, the ballot can be opened and counted, and results announced.

Approval of the NPDES rate and authorization to levy it on the annual property tax bill will satisfy the project’s condition of approval. In the event the Property Owner does not return their ballot, does not approve their ballot, or returns an invalid ballot (unmarked or unsigned), this condition of approval will remain unsatisfied and may delay occupancy of the project.

This action meets the Strategic Plan Priorities by managing and maximizing Moreno Valley’s public infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery.

ALTERNATIVES

1. Conduct the Public Hearing and upon its close, count and verify the returned ballot and accept the results. *Staff recommends this alternative as it will satisfy the project’s condition of approval if the Property Owner approves their ballot.*
2. Open the Public Hearing and continue it to a future regular City Council meeting. *Staff does not recommend this alternative as it will delay announcement of the ballot results and may delay project development.*
3. Do not conduct the Public Hearing. *Staff does not recommend this alternative as*

it will delay the Property Owner from satisfying the condition of approval and may delay project development. Additional costs will be incurred to restart the 45-day noticing period.

4. Do not conduct the Public Hearing at this time but reschedule it to a date certain during a regular City Council meeting. *Staff does not recommend this alternative as it may delay project development and will incur additional costs to restart the 45-day noticing period.*

FISCAL IMPACT

The fiscal year (FY) 2016/17 NPDES maximum commercial/industrial regulatory rate is \$232.28 per parcel, and any division thereof. The NPDES maximum regulatory rate for FY 2017/18 and each subsequent FY is subject to an annual inflationary adjustment, provided the City Council approves such increase each year. The annual increases cannot exceed the annual inflationary adjustment without approval of the property owners subject to the charge.

Revenue received from the NPDES rate is restricted and can only be used within the storm water management program. This revenue offsets storm water management program expenses, which reduces financial impacts to the General Fund and maintains compliance with the unfunded requirements of the Permit. The NPDES rate is only applied to the property tax bills of parcels wherein their property owners have previously provided approval.

NOTIFICATION

The ballot documents were mailed to the Property Owner at least 45-days in advance of the Public Hearing. The documents included a notice to the Property Owner, map of the project area, NPDES ballot, NPDES commercial/industrial rate schedule, instructions for marking and returning the ballot, and a postage paid return envelope addressed to the City Clerk.

Newspaper advertising for the February 21, 2017 Public Hearing was published in The Press-Enterprise on February 2, 2017 and again on February 9, 2017.

PREPARATION OF STAFF REPORT

Prepared by:
Jennifer Terry
Senior Management Analyst

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

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Concurred by:
Michael Lloyd
Land Development Division Manager

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

ATTACHMENTS

- 1. Trinity Baptist Church Mail Ballot Documents
- 2. Flowchart

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/30/17 1:51 PM
City Attorney Approval	<u>✓ Approved</u>	1/30/17 4:10 PM
City Manager Approval	<u>✓ Approved</u>	2/06/17 11:20 AM

TEL: 951.413.3480
 FAX: 951.413.3498
 WWW.MOVAL.ORG



14331 FREDERICK STREET, SUITE 2
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

Trinity Baptist Church
 Attn: Pastor Joseph Gueste
 29175 Ironwood Ave.
 Moreno Valley, CA 92555

January 5, 2017

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APN 488-260-038

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor’s Parcel Number (APN) 488-260-038 the opportunity to express support for or opposition to the approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and services. Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding fulfills Land Development Division’s Condition of Approval LD33 to provide a funding source for the NPDES program.

Background

The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. The City provides the services necessary to meet mandates of the Federal Clean Water Act related to the NPDES permit. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those facilities that require periodic maintenance, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those facilities that require periodic maintenance, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley determines the type of services necessary to comply with NPDES Permit requirements and levies the rate applicable for that service, not to exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2016/17, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$232.28 per parcel. The total amount of the NPDES rates levied for FY 2016/17 for the program as a whole was \$460,001.98.

Annual Adjustment

Beginning in FY 2017/18, the NPDES Maximum Commercial/Industrial Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor’s Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 488-260-038 (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Hearing
Tuesday, February 21, 2017
6:00 P.M.
(Or As Soon Thereafter As The
Matter May Be Called)

Tabulation of returned ballots will commence after the close of the public testimony portion of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the City’s Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if the Charge is Approved

Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate will be confirmed if the ballot is marked in favor of the NPDES rate. Approving the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill the Land Development Division’s Condition of Approval LD33 to provide an ongoing funding source for the NPDES program.

Effect if the Charge is Not Approved

Not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to meet federally mandated NPDES Permit requirements will not satisfy the Land Development Division’s

Attachment: Trinity Baptist Church Mail Ballot Documents (2443 : PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE

Condition of Approval LD33 to provide a funding source for the NPDES program. If the returned ballot is marked “No”, the NPDES rate will not be levied on the property tax bill.

Effect if the Ballot is Deemed Invalid or Incomplete

Not marking the corresponding box on the ballot (in support of or opposition to the proposed program and annual rate) and/or not signing the ballot will result in an invalid ballot. In order to satisfy the Land Development Division’s Condition of Approval LD33 by placement of the NPDES rate on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

For More Information

If you have any questions about the mail ballot proceeding process, please contact Jennifer Terry, Senior Management Analyst, with the City’s Special Districts Division at 951.413.3505 or via email at JenniferT@moval.org during the City’s business hours.

Questions regarding the NPDES program, the annual rate, or the Land Development Division’s Conditions of Approval should be directed to the Land Development Division at 951.413.3120 or via email at landdevelopment@moval.org during the City’s business hours.

The City’s business hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

Completing Your Ballot

Please follow the instructions below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk’s office.







1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box.** Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk’s office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **Tuesday, February 21, 2017**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;

-  An X mark substantially inside a box;
-  A dot or oval mark substantially inside a box;
-  A completely shaded or filled mark substantially inside a box;
-  A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
-  A circle around the box and/or associated clause; or
-  A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

**OFFICIAL MAIL BALLOT for
Assessor's Parcel Number (APN) 488-260-038
National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate**

YES* — as property owner of APN 488-260-038, **I approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. For fiscal year (FY) 2016/17, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$232.28 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2017/18, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those facilities that require periodic maintenance, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 488-260-038, **I do not approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. I understand that not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to fund federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate will not be levied on the annual Riverside County property tax bill.

YES*	NO**	Weighted Ballot Count ⁽¹⁾	Fiscal Year 2016/17 NPDES Maximum Commercial/Industrial Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	1	\$232.28

⁽¹⁾Each Assessor's Parcel Number equals 1 Weighted Ballot.

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing to be held on February 21, 2017, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE

DATE

Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope prior to the close of the public testimony portion of the February 21, 2017 Public Hearing.

Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.





COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
 Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance		
<i>(Not covered by CSA 152)</i>					
<p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>			<p>Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.</p>		
<p>Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics</p>					
PARCEL RATE	Per Month	Per Year	PARCEL RATE	Per Month	Per Year
	\$3.39	\$40.62		\$15.97	\$191.66

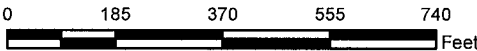
Inflation Factor Adjustments

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
- FY 2010/2011 - no change = (\$35.00 & \$170.00)
- FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)
- FY 2012/2013 - 2.7% = (\$37.00 & \$181.00)
- FY 2013/2014 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar
- FY 2014/2015 - 1.14% = (\$39.52 & \$186.49) Pursuant to City Council approval on June 10, 2014.
- FY 2015/2016 - 0.73% = (\$39.81 & \$187.85)
- FY 2016/2017 - 2.03% = (\$40.62 & \$191.66)

Trinity Baptist Church

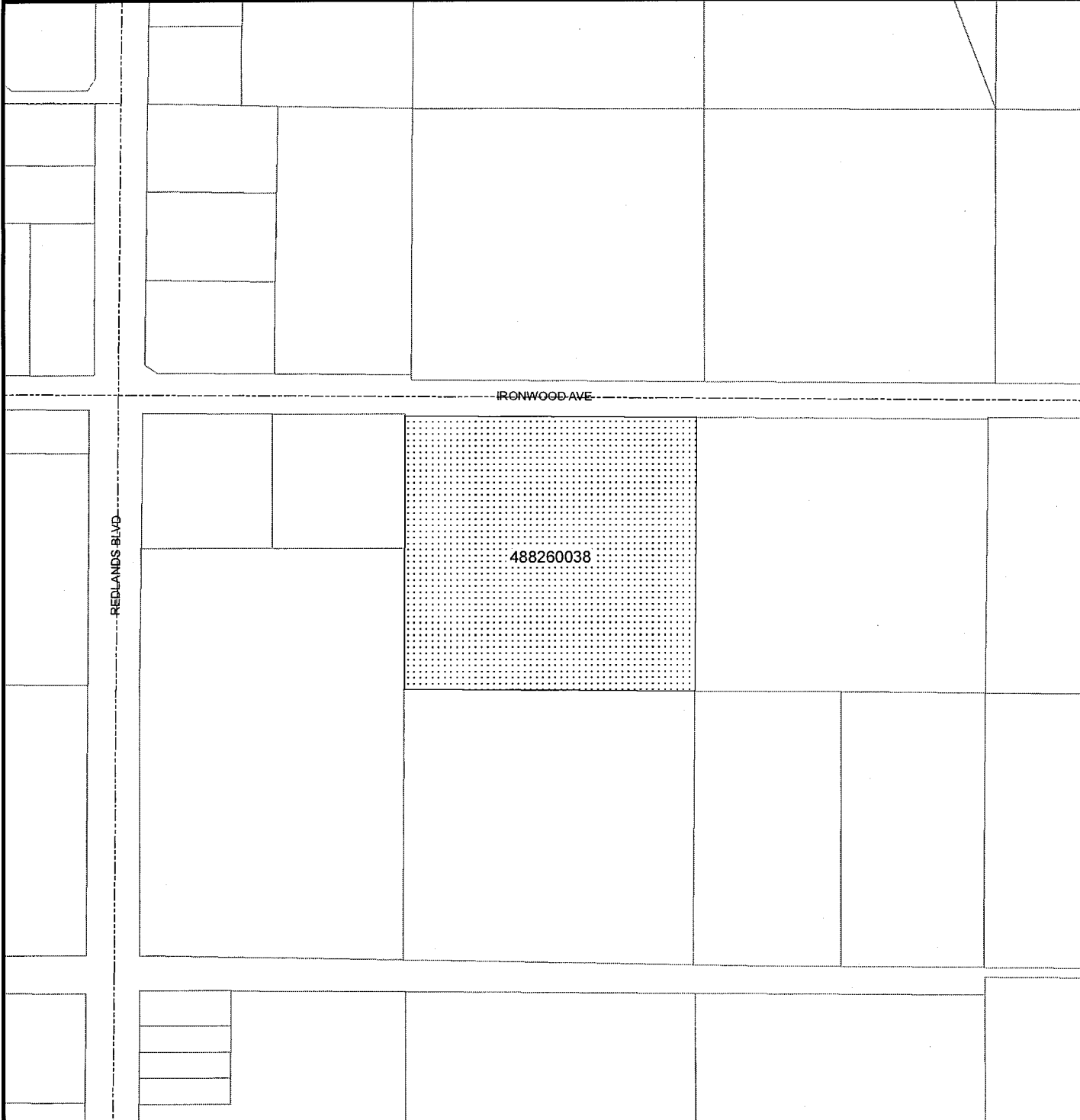
-  P16-005
-  Roads
-  Parcels
-  City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of September 16, 2016.

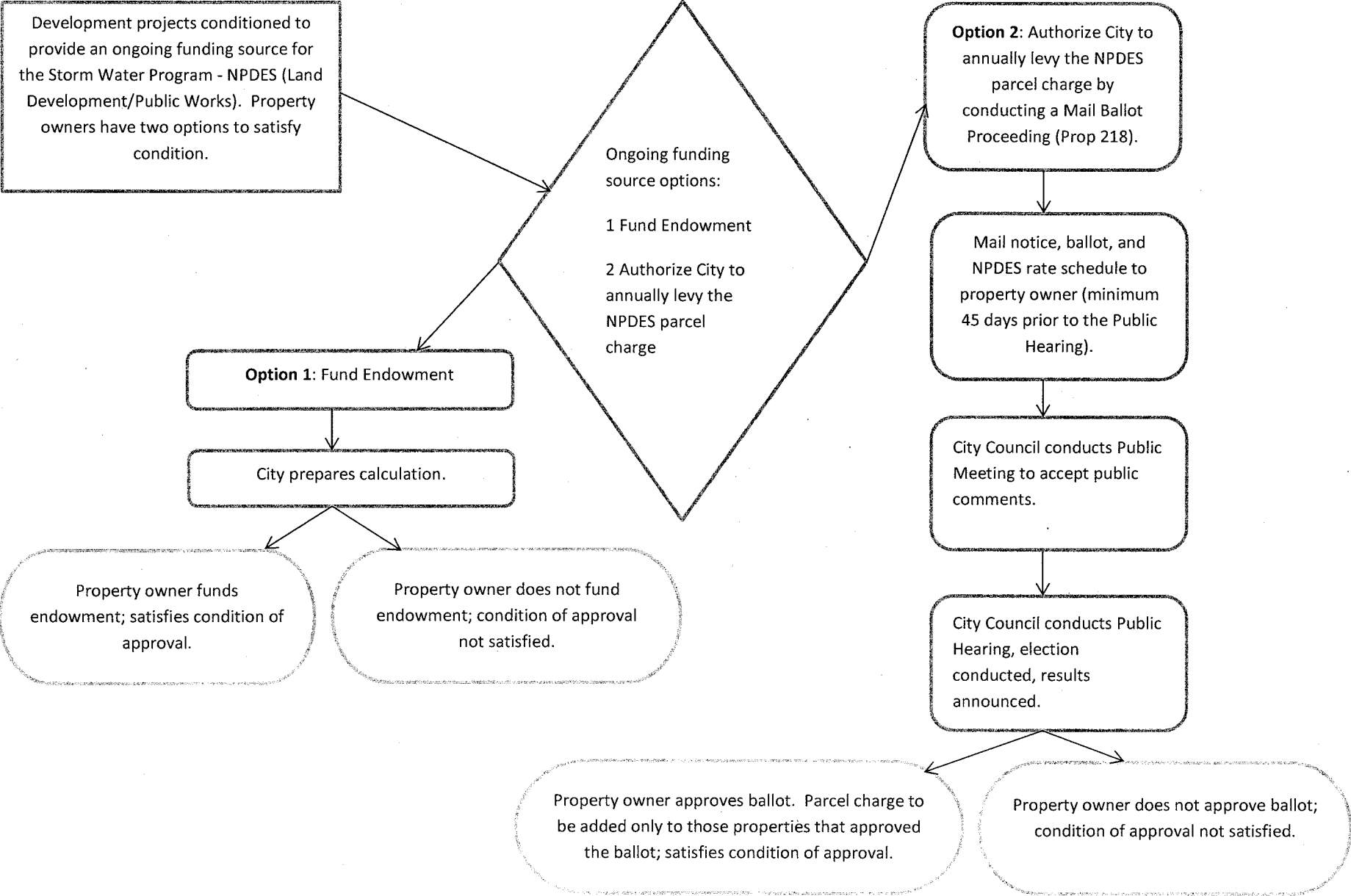


G:\AVP\ISDA\16-005 Trinity Baptist Church.mxd

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



Process Flow for Property Owners/Developers to Satisfy Funding Requirement for the Storm Water Program



Attachment: Flowchart (2443 : PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE

This process flow is simplified for illustration purposes. Contact the Special Districts Division at 951.413.3480 for the detailed process.

November 12, 2014



Report to City Council

TO: Mayor and City Council

FROM: Martin Koczanowicz, City Attorney
Marie Macias, Interim City Clerk

AGENDA DATE: February 21, 2017

TITLE: ORDINANCE AMENDING THE MUNICIPAL CODE TO REFLECT APPOINTMENT AUTHORITY OF DIRECTLY ELECTED MAYOR

RECOMMENDED ACTION

Recommendations: That the City Council:

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

SUMMARY

This report recommends adoption of an Ordinance amending the City of Moreno Valley Municipal Code Section 2.18.010, to bring it into conformance with State law and the other code changes related to the directly elected Mayor position previously adopted by the Council.

DISCUSSION

On December 9, 2014 Ordinance 879 was adopted by City Council following the voters' approval of changing the number of Districts from 5 to 4 and having a Directly Elected Mayor position added to the City Council. Under State law, a Directly Elected Mayor has the authority to make appointments to all commissions, boards and committees subject to approval of City Council (Government Code Section 40605).

The Ordinance added City Municipal Code Sections 2.04.005 and amended Sections 2.04.060 and 2.06.010 to reflect the newly created position of Directly Elected Mayor. It

makes the Municipal Code consistent with State law by confirming the Directly Elected Mayor's authority to appoint to all commissions, boards and committees, subject to the City Council's approval.

It appears that one section was missed when the amendments were adopted; this item is brought before the Council to address that omission. Municipal Code Section 2.18.010(E) also deals with appointment of Planning Commissioners and must be amended to conform to the other amended Code sections and to reflect State law.

The attached Ordinance provides proposed language for that amendment, correcting the Code to reflect the Elected Mayor's authority to appoint the Commissioners, subject to Council approval.

ALTERNATIVES

1. Introduce and conduct the first reading of Ordinance – and set the second reading and adoption for the Council Meeting at the next regularly scheduled meeting. *Staff recommends this alternative as it avoids State law preemption issues if the correction in City's Code is not made.*
2. Fail to move forward with the introduction first reading of the Ordinance. *Staff does not recommend this alternative as it would put that section of the Code in conflict with Government Code Section 40605 and create potential preemption issues.*

FISCAL IMPACT

There is no fiscal impact associated with the recommended alternative.

NOTIFICATION

Agenda was posted in accordance with the Brown Act.

PREPARATION OF STAFF REPORT

Prepared/Approved By:
Martin D. Koczanowicz
City Attorney

Concurred By:
Marie Macias
Interim City Clerk

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Mayor appointment power Ordinance

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/09/17 7:35 AM
City Attorney Approval	<u>✓ Approved</u>	2/08/17 5:33 PM
City Manager Approval	<u>✓ Approved</u>	2/09/17 2:08 PM

ORDINANCE NO. 920

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 2, CHAPTER 2.18, SECTION 2.18.010 OF THE MORENO VALLEY MUNICIPAL CODE PERTAINING TO APPOINTMENT AUTHORITY OF THE DIRECTLY ELECTED MAYOR

WHEREAS, in November of 2014 Moreno Valley voters approved the at large position of Directly Elected Mayor, along with a change from 5 to 4 Districts represented each by a Council Member; and

WHEREAS, State law in Government Code Section 40605 states that a Directly Elected Mayor shall, with approval of Council, make appointments to all boards, commissions and committees; and

WHEREAS, the City of Moreno Valley's ("City") Municipal Code ("Municipal Code"), was amended to reflect the voters' approval of the Directly Elected Mayor position and the applicable authority under the State laws by adoption of Ordinance 879 on December 9th, 2014; and

WHEREAS, Ordinance 879 did not include an amendment to Code Section 2.18.010 (E) which is necessary to reflect provisions of Government Code Section 40605.

NOW, THEREFORE, the City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. RECITALS

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

SECTION 2. PURPOSE

Purpose of this Ordinance is to amend Section 2.18.010(E) of the Moreno Valley Municipal Code in order to correctly reflect the Directly Elected Mayor's authority to appoint to all Commissions, Boards and Committees, as provided under State law.

SECTION 3. AMENDMENTS TO CODE

Section 2.18.010 (E) of the Moreno Valley Municipal Code is hereby deleted in full and replaced as follows:

Attachment: Mayor appointment power Ordinance [Revision 2] (2478 : ORDINANCE AMENDING THE MUNICIPAL CODE TO REFLECT

(E) Subsequent vacancies shall be filled as follows: Application submitted by candidates will be screened by the Mayor who may hold interviews and then, make the appointments at a City Council meeting, subject to the approval of the Council.

SECTION 4. REPEAL OF CONFLICTING PROVISIONS

The provisions of the Municipal Code as heretofore adopted by the City of Moreno Valley that are in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 6. EFFECTIVE DATE:

This ordinance shall take effect 30 days after its adoption.

APPROVED AND ADOPTED this 7th day of March, 2017.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Mayor appointment power Ordinance [Revision 2] (2478 : ORDINANCE AMENDING THE MUNICIPAL CODE TO REFLECT

ORDINANCE JURAT

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

I, Patricia Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 920 had its first reading on February 21, 2017 and had its second reading on March 7, 2017 and was duly and regularly adopted by was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7th day of March, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)